Board Office Use: **Legislative File Info.**	
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Introduction Date	05-14-2025
Enactment Number	25-0728
Enactment Date	5/14/2025 CJH

OAKLAND BUILT
REBUILDING BETTER SO EVERY STUDENT THRIVES

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date May 14, 2025

Subject Public Hearing and Adoption by the Board of Education, of Resolution No 2425-0131 – District Solor Photovoltaic Project

Action Requested Public Hearing and Adoption by the Board of Education of Resolution No. 2425-0131, making certain energy savings findings and approving Agreements between the District and Gridscape Solutions, Inc. Fremont CA, for the latter to provide design and construction services for solar photovoltaic systems at five school sites for the **Solar Photovoltaics Phase 2 Project**, in the lump sum amount of $3,791,641.00, and to provide for Operational Maintenance for 10 years with potential extensions to 20 years, at the rate of $31,308 per year (adjusting 2% annually for inflation), with the construction work scheduled to commence on April 24, 2025, and scheduled to last until December 31, 2025, pursuant to the Agreement.

Discussion Gridscape Solutions, Inc. will provide for the construction of solar facilities at at (a) Horace Mann Elementary School, (b) Madison Park Academy, (c) Oakland Academy of Knowledge, (d) Laurel Child Development Center, and (e) Stonehurst Elementary School, and related operational maintenance. Prior to action on this resolution, the Board will hold a public hearing to receive public input. Data has been provided by the District's consultant, NV5 showing that the cost of the project will be offset and will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if the Project were not completed.

LBP (Local Business Participation Percentage) 68.18%

Recommendation Public Hearing and Adoption by the Board of Education of Resolution No. 2425-0131, making certain energy savings findings and approving Agreements between the District and Gridscape Solutions, Inc. Fremont CA, for the latter to provide design and construction services for solar photovoltaic systems at five school sites for the Solar Photovoltaics Phase 2 Project, in the lump sum amount of $3,791,641.00, and to provide for Operational Maintenance for 10 years with potential extensions to 20 years, at the rate of $31,308 per year (adjusting 2% annually for inflation), with the construction work scheduled to commence on April 24, 2025, and scheduled to last until December 31, 2025, pursuant to the Agreement.

Fiscal Impact Measure Y

Attachments

- Contract Justification Form

- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form
- NV5 analysis

BEFORE THE BOARD OF TRUSTEES OF THE OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2425-0131

RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS

WHEREAS, California Government Code Sections 4217.10, *et seq*., authorizes a public school district to contract for energy conservation services if its governing body determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the District for the alternative energy project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of such energy project; and

WHEREAS, the Oakland Unified School District ("District") desires to build solar photovoltaic projects ("Project") at (a) Horace Mann Elementary School, (b) Madison Park Academy, (c) Oakland Academy of Knowledge, (d) Laurel Child Development Center, and (e) Stonehurst Elementary School, in order to generate energy cost savings and to mitigate greenhouse gas emissions;

WHEREAS, the District requested proposals from qualified contractors to build the Solar Project and, based on the overall proposed Solar Project cost and cost-savings, among other factors, selected Gridscape Solutions, Inc. ("Contractor") to build, operate, and maintain the Solar Project at the District's sites, and to arrange with the local utility for interconnection of the solar system;

WHEREAS, the District and Contractor negotiated contracts for the completion of the Project, as well as an associated and attached Operations and Maintenance agreement for the Project (the "Contracts");

WHEREAS, in accordance with Government Code sections 4217.10, *et seq*., the District published notice of a public hearing at which the Board of Trustees would consider this resolution, and has held the public hearing and provided an opportunity for public comment; and

WHEREAS, NV5 ("NV5"), has provided the District with an analysis showing the benefits of constructing the Solar Project, and NV5's analysis ("Analysis") is presented with this agenda item and made part hereof by this reference; and

WHEREAS, the Analysis includes data showing that, based on the energy cost savings to be generated by the proposed Solar Project, the cost of completing the Project will be offset and will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such the Solar Project were not completed; and

WHEREAS, the Board of Trustees wishes to enter into the Contracts with Contractor substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the Superintendent, or their designee, reasonably deems necessary following the Board's adoption of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, that per California Government Code sections 4217.10, *et seq*., the Board of Trustees hereby finds and determines that all of the recitals set forth above are true and correct.

BE IT FURTHER RESOLVED, that this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board of Trustees for which a minimum of two weeks public notice has been duly given.

BE IT FURTHER RESOLVED, that the Board of Trustees finds that the terms of the Contracts in the form presented at this meeting are in the best interests of the District, and approves the Contracts.

BE IT FURTHER RESOLVED, that the Board of Trustees finds and determines that, pursuant to Government Code section 4217.12, and based on data provided in the Analysis, the cost of the Solar Project contemplated by the Contract with Contractor will be offset and will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Solar Project were not completed.

BE IT FURTHER RESOLVED, that the District Superintendent or their designee is hereby authorized to do all things that are necessary or proper to carry out or give effect to this Resolution and the Solar Project Contract, except those actions that required the approval by the Board of Education.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 14th day of May 2025, by the following vote of the Board of Trustees:

AYES: VanCedric Williams, Clifford Thompson, Vice President Valarie Bachelor, President Jennifer Brouhard
NOES: None
ABSENT: Michele Vasquez - Student Director, Rachel Latta, Mike Hutchinson
ABSTAIN: Patrice Berry
P ABSTAIN: Maximus Simmons - Student Director,

We certify that the foregoing Resolution was duly introduced, passed, and adopted as stated.

5/15/2025

Jennifer Brouhard
President, Board of Education

5/15/2025

Kyla Johnson Tramell
Secretary, Board of Education

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

Legislative File ID No. 25-0995

Department: Facilities Planning and Management

Vendor Name: Gridscape Solutions

Project Name: Solar Photovoltaics Phase 2 & 3 **Project No.:** 24155

Contract Term: Intended Start: April 24, 2025 Intended End: December 31, 2025

Total Cost Over Contract Term: $3,791,641.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

An RFQ/P process was conducted.

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

The sites include Horace Mann Elementary School, Madison Park Academy, Oakland Academy of Knowledge (formerly known as Howard), Laurel CDC, and Stonehurst Elementary School. The design-build entity will be responsible for the final design and transmission of its final design of the Contract scope to the Division of the State Architect ("DSA"). The design-build entity will be responsible for obtaining final DSA approval and Permission to Operate (PTO) from PG&E.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The District conducted an RFQ/P process and reviewed the proposals in conjunction with consultants hired to help review the process and provide feedback based on pricing in other Districts.

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 – *contact legal counsel to discuss if applicable*

☐ Sole source contractor – *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 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:

☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)

☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer when state funds being used – use of 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 $96,700 or less (as of 1/1/21)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $96,700 (as of 1/1/21)

☐ 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 $96,700 (as of 1/1/21)

☐ 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:

- RFQ/P process was conducted by the District, and 4217 contracting will be utilized.

DESIGN BUILD CONTRACT – SOLAR PHOTOVOLTAIC SYSTEMS
OAKLAND UNIFIED SCHOOL DISTRICT
(Government Code § 4217.10 et seq.)

THIS DESIGN-BUILD CONTRACT - SOLAR PHOTOVOLTAIC SYSTEMS ("**Contract**") is entered into and effective **April 24, 2025** by and between GRIDSCAPE SOLUTIONS, INC., a California corporation ("**Designer/Builder**" or "**Contractor**") and **OAKLAND UNIFIED SCHOOL DISTRICT, ALAMEDA COUNTY, CALIFORNIA** ("**OUSD**" or "**Customer**") (each, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. OUSD owns and operates certain public facilities specifically described as:

	SITE NAME	ADDRESS
1.	Horace Mann Elementary School	5222 Ygnacio Ave, Oakland, CA 94601
2.	Madison Park Academy	400 Capistrano Dr, Oakland, CA 94603
3.	Oakland Academy of Knowledge (formerly known as Howard)	8755 Fontaine St, Oakland, CA 94605
4.	Laurel Child Development Center	3825 California St, Oakland, CA 94619
5.	Stonehurst Elementary School	10315 E St, Oakland, CA 94603

Such public facilities are collectively referred to herein as the "**Facilities**" or "**Sites**" or "**Premises**".

B. OUSD wishes to reduce its energy consumption and energy costs in order to provide operational savings, promote energy conservation and improve the quality of its facilities.

C. Pursuant to California Government Code Sections 4217.10 *et seq*., OUSD may enter directly into a contract for the design and construction of alternative energy facilities if the governing body of OUSD ("**District Board**") determines that the anticipated cost to OUSD for energy provided by the solar energy facility under the contract will be less than the anticipated cost of energy consumed by OUSD in the absence of purchases under the contract.

D. OUSD and Contractor desire that Contractor design, install, maintain and operate solar photovoltaic systems on the Sites under the terms and conditions of this Contract.

E. A prior solar contractor prepared a set of plans and specifications for the solar photovoltaic systems at the Sites, which have been reviewed and approved by the Division of the State Architect ("**DSA**"). These approved plans and specifications are included as **Exhibit M, DSA Pre-Approved Plans**, of this Contract and are incorporated herein by reference ("**DSA Pre-Approved Plans**"). Contractor acknowledges and agrees that Contractor shall be responsible for obtaining any necessary supplemental DSA approval prior to proceeding with construction.

F. Capitalized terms are defined in the attached **Exhibit L, Definitions**.

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract, the Parties agree as follows:

PART I
AGREEMENT

1. Designer/Builder shall furnish to OUSD for a total price of Three Million Seven Hundred Ninety One Six Hundred Forty One Dollars and 00/100 ($3,791,641) ("**Contract Price**"), the engineering, design, procurement, construction management, demolition, installation, construction, training, monitoring, programing, verification, maintenance, operation, and repair ("**Services**" or "**Work**"), of photovoltaic systems located at each Site (each one on each Site a "**System**" and collectively, the "**Project**") detailed on the attached **Exhibit A-1, System Descriptions and Increments**. Designer/Builder shall perform the Work for each System in accordance with completion deadline set forth in **Exhibit A-1**.

2. Subject to Section 1 of the Terms and Conditions, Work for each Site shall be completed within the milestone schedules specified in the attached **Exhibit C, Project Schedule** ("**Project Schedule**"). Designer/Builder agrees that if the Work necessary for the Project to achieve Substantial Completion is not completed on or prior to the Substantial Completion Date for the Project, as provided in the Project Schedule, the parties understand and acknowledge, and agree that OUSD will suffer damage which cannot be accurately calculated and ascertain at the time of entering into this Contract. Pursuant to Government Code section 53069.85 and Public Contract Code section 7203, OUSD and Designer/Builder acknowledge and agree that it shall be reasonable for Designer/Builder to pay OUSD (or for OUSD to withhold from payments otherwise due Designer/Builder in its sole discretion), as fixed and liquidated damages for these incalculable damages, an amount equal to one thousand dollars ($1,000.00) per day for each Site for each and every calendar day of delay caused by Design-Builder beyond the Substantial Completion milestone in the Project Schedule that Substantial Completion is achieved ("**Liquidated Damages**"), unless the Contract Time is extended for excusable or compensable delays as provided for herein. The parties understand, acknowledge and agree that the Liquidated Damages are intended to be enforceable under California Civil Code Section 1671, and that the Liquidated Damages reflect the parties' reasonable efforts to estimate the actual damages that OUSD would suffer goodwill, educational process, and other business of District as a result of Designer/Builder's failure to achieve Substantial Completion pursuant to the Project Schedule.

3. Designer/Builder shall not commence the Work under this Contract until Designer/Builder has submitted and OUSD has approved the endorsement(s) of insurance required under the Terms and Conditions and OUSD has issued a Notice to Proceed. Designer/Builder shall not commence the procurement, installation, and construction portions of the Work under this Contract until Designer/Builder has submitted and OUSD has approved the performance bond and the payment (labor and material) bond(s).

4. To validate the energy output data provided by the Designer/Builder, OUSD reserves the right, at OUSD's expense, to audit the Systems' performance as long as there is no impact on the Designer/Builder's ability to meet its output guarantee obligations as described in **Exhibit G**, **Output Guarantee Parameters and Energy Output Data**.

5. This Contract incorporates by this reference Part I – Agreement, Part II - Terms and Conditions; and all documents and exhibits listed in Paragraph 6 below and attached to the Contract. By executing this Contract, Designer/Builder agrees to comply with all of the terms and conditions of the Contract. Should any term or condition of the Request for Proposal Submission (**Exhibit J**) conflict with any term or condition of this Contract, such term or condition of this Contract shall govern.

6. The Contract includes only the following documents which are incorporated herein by this reference ("**Contract Documents**"):

X Part II - Terms and Conditions to Contract	X **Exhibit A (Scope of Work)**
X Non-Collusion Declaration	X **Exhibit A-1 (System Descriptions and Increments)**
X Prevailing Wage Certification	X **Exhibit B (Operations & Maintenance Agreement)**
X Workers' Compensation Certification	X **Exhibit C (Project Schedule)**
X Criminal Background Investigation Certification	X **Exhibit D (Contract Price Breakdown Payment Schedule)**
X Drug-Free Workplace / Tobacco-Free Environment Certification	X **Exhibit E (OUSD's Rules and Regulations)**
X Asbestos & Other Hazardous Materials Certification	____ **Exhibit F (Proposed System Locations)**
X Lead-Product(s) Certification	X **Exhibit G (Output Guarantee Parameters and Energy Output Data)**
X Conflict of Interest Certification	X **Exhibit H (Warranties)**
X Iran Contracting Act Certification	____ **Exhibit I (Owner's Project Requirements & Specifications)**
X Insurance Certificates and Endorsements	X **Exhibit J (Request for Proposal Submission)**
X Performance Bond	____ **Exhibit K-1 (Pre-Commencement Date Change Orders)[Separately attached]**
X Payment Bond	X **Exhibit K-2 (Post-Commencement Date Change Orders)**
X Fingerprinting Notice and Acknowledgement for All Contracts Except When Construction Exception Is Met	X **Exhibit L (Definitions)**
X California Air Resources Board Certification	X **Exhibit M (DSA Pre-Approved Plan)**

7. This contract shall be subject to all terms and conditions of OUSD's Project Labor Agreement.

8. Designer/Builder hereby acknowledges that the Division of the State Architect ("DSA") and OUSD's DSA Project Inspector(s) ("Inspector" or "IOR") have authority to approve and/or stop Work if the Designer/Builder's Work does not comply with the requirements of the Contract, Title 24 of the California Code of Regulations, and all applicable laws. Designer/Builder shall be liable for any delay caused and extra work required by its non-compliant Work.

9. Designer/Builder further acknowledges and agrees that (1) it has thoroughly reviewed the DSA Pre-Approved Plans for the Project, as well as investigated, and conducted all necessary due diligence and inspections to confirm the adequacy and completeness of such plans, and the conditions of all Sites to confirm that the Work can be completed for the Contract Price and within the deadlines stated in the Project Schedule (Exhibit C), (2) Designer/Builder fully accepts the DSA Pre-Approved Plans without exception and shall perform the Work in strict compliance with such plans and all applicable DSA requirements, subject to any subsequent revisions that may be required by DSA, and (3) (except for subsurface or latent conditions on a Site that are substantially different from those indicated in the RFP and the DSA Approved Plans, and which could not reasonably have been discovered prior to entering into this Agreement) Designer/Builder assumes full responsibility and liability for the execution of the Work in accordance with the DSA Pre-Approved Plans, including any modifications required for compliance with applicable codes, regulations, and project conditions. Designer/Builder acknowledges and agrees that if any supplemental DSA review or approval is required due to a change in architect, contractor, design, or any other factor, Designer/Builder shall be solely responsible for securing such approvals and doing so in a timely manner to avoid project delays. Designer/Builder shall take all necessary steps, including preparing and submitting any required documentation, working directly with DSA, and implementing any modifications required by DSA. Failure to obtain any required supplemental DSA approval shall not excuse Designer/Builder from its obligations to complete the Work in compliance with the DSA Pre-Approved Plans, all applicable laws, and this Contract. Designer/Builder expressly assumes all risk associated with the accuracy, completeness, and compliance of the DSA Pre-Approved Plans and any required supplemental approvals.

10. Inspection and acceptance of the Work shall be performed by:

10.1 OUSD's Project Inspector with whom OUSD will contract at or prior to OUSD issuing a Notice to Proceed to Designer/Builder; and

10.2 The Director of Construction for OUSD and/or designee; and

10.3OUSD's program architect, if applicable.

11. Designer/Builder recognizes that OUSD may obtain the services of a construction manager or consultant for the Work performed under this Contract. The construction manager or consultant, if any, would be authorized to give Designer/Builder instructions and authorizations and issue written approvals and the Notice to Proceed on behalf of OUSD. OUSD reserves the right to designate a different construction manager or consultant at any time. OUSD shall provide forty-eight (48) hours notice to Designer/Builder if OUSD designates a different construction manager or consultant. Any task, including, but not limited to, reviews or approvals that OUSD may perform pursuant to this Contract may be performed by the construction manager or consultant, unless that task requires it be performed by the District Board.

12. Unless otherwise indicated herein for a longer period of time, the Designer/Builder shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of OUSD's written approval of the Work.

13. Designer/Builder hereby acknowledges that it currently holds valid Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents to perform the Work.

14. Except as changed or amended, the Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of this Contract. This Contract supersedes all previous contracts, agreements, and/or communications, both oral and written, and constitutes the entire understanding of OUSD and Designer/Builder. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of this Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and shall be incorporated into the Contract Documents.

[signatures on following page]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

OAKLAND UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: Preston Thomas

Print Title: Chief Systems & Services Officer

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Approved as to form:

By: James Traber

Legal Counsel

_____ 5/15/2025

Jennifer Brouhard, President, Board of Education — Date

Name: Kyla Johnson-Trammell
Title: Superintendent & Secretary, Board of Education

Sign: _____ Date: 5/15/2025

Dated: April 8, , 2025

GRIDSCAPE SOLUTIONS, INC.

Signature: _____

Print Name: Vipul Gore

Print Title: President & CEO

Cal. Contractor License No.: 1121493

Structural Engineer License: _____

Address: 46711 Fremont Blvd,

Fremont, CA 94538

Telephone: 510-894-6030

Facsimile: _____

E-Mail: vipulgore@grid-scape.com

Notice. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or electronic mail addressed to the above individuals. Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

PART II
TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED.** OUSD shall provide a single Notice to Proceed to Designer/Builder pursuant to this Contract, which consists of Five (5) Sites, at which time Designer/Builder shall proceed with the Work.

2. **SITE EXAMINATION.** Designer/Builder has examined each Site as described in **Exhibit A, Scope of Work** and **Exhibit J, Request for Proposal Submission**. By submitting its proposal, Designer/Builder warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Designer/Builder's ability to protect existing surface and subsurface improvements. Notwithstanding the foregoing, should the Designer/Builder discover any latent or unknown conditions which will materially affect the performance of the Work hereunder, Designer/Builder shall immediately inform OUSD of such fact in writing and shall not proceed until written instructions are received from OUSD, and Design/Builder may be entitled to seek a Change Order pursuant to Section 7 for any impacts caused by subsurface or latent conditions on a Site that are materially different from those indicated in the RFP and the DSA Approved Plans, and which could not reasonably have been discovered prior to entering into this Agreement.

3. **EQUIPMENT AND LABOR.** Designer/Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services herein described, the Services to be performed at such times and places as directed by and subject to the approval of the authorized OUSD representative.

4. **SUBCONTRACTORS.** All subcontractors will be afforded the protections of State and federal law, and all Work is subject to applicable prevailing wage laws. Subcontractors, if any, engaged by Designer/Builder for any Service or Work under this Contract shall be subject to the approval of OUSD, which shall not be unreasonably withheld. Designer/Builder agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. Designer/Builder shall be responsible for all Work performed under this Contract. All persons engaged in the Work of the Project are the responsibility and under the control of Designer/Builder. Designer/Builder shall give personal attention to fulfillment of this Contract and shall keep the Work under Designer/Builder's control. In no event shall Designer/Builder refer OUSD to any subcontractor or consultant of Designer/Builder for response or resolution of any matters related to this Contract, the Work or any obligations of Designer/Builder hereunder. If Designer/Builder shall subcontract any part of this Contract, Designer/Builder shall be fully responsible to OUSD for acts and omissions of subcontractors and of persons either directly or indirectly employed by Designer/Builder. Nothing contained in the Contract shall create any contractual relations between any subcontractor and OUSD.

5. **TERMINATION.**

5.1. Termination by OUSD.

5.1.1 Breach. If Designer/Builder (a) fails to perform Designer/Builder's material duties as required by this Contract, (b) fails to fulfill in a timely and professional manner Designer/Builder's material obligations under this Contract, or (c) violates any of the terms or provisions of this Contract, and any such failure or violation is not excused by the terms of this Contract and Designer/Builder does not take action to cure such breach within fifteen (15) Business Days after notice thereof, OUSD shall have the right to terminate this Contract, in whole or in part, unless such failures and violations are caused by OUSD; provided that, if the relevant failure or violation cannot reasonably be cured within the time period set forth above, such fifteen (15) Business Day period shall be extended as may reasonably be required so long as Designer/Builder starts the cure within the fifteen (15) Business Day period and continues good faith efforts to cure such breach in a reasonable period of time. In the event of a termination pursuant to this subdivision, Designer/Builder may invoice OUSD for all Services performed until the notice of termination, but OUSD shall have the right to withhold payment and deduct any damages or amounts owed due to Designer/Builder's actions, errors, or omissions.

5.1.2 Convenience. OUSD shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Designer/Builder may invoice OUSD and OUSD shall pay all undisputed invoice(s) for recoverable costs for Work performed until the date of termination, manufacturing costs for equipment to be installed in the Project that Designer/Builder cannot mitigate with diligent efforts, reasonable demobilization costs and rental costs for equipment that Designer/Builder cannot mitigate with diligent efforts. In the event that OUSD terminates this Contract as provided in this subsection and there are no known potential claims related to Designer/Builder's Work, OUSD shall, within fourteen (14) Days after the date of termination, release the Performance and Payment Bonds, although the Surety on Performance and Payment Bonds shall remain liable as indicated herein for all Designer/Builder's Work performed until the date of termination.

5.1.3 Bankruptcy. If the Designer/Builder becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Designer/Builder or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Designer/Builder or for any of the

Designer/Builder's property on account of the Designer/Builder's insolvency, and the Designer/Builder or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within ten (10) days of receipt of a request for such assurance from OUSD.

5.2. Suspension of Project. If OUSD suspends the Project for more than one hundred eighty (180) consecutive Days, Designer/Builder shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Designer/Builder's compensation shall be equitably adjusted to provide for expenses incurred associated with the suspension and in the resumption of the Designer/Builder's Services. If OUSD suspends the Project for more than two (2) years, Designer/Builder may terminate this Contract by giving thirty (30) days written notice. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

6. **SAFETY AND SECURITY.**

6.1. Designer/Builder is responsible for maintaining safety in the performance of this Contract. Designer/Builder shall be responsible to ascertain from OUSD the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present, as per Exhibit E, OUSD's Rules and Regulations.

6.2. Designer/Builder is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Designer/Builder shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s). The compliance requirements hereunder shall apply to any federal, state, and/or local statute, order, rule, regulation, ordinance, and/or directive adopted after the execution of the Contract. If OUSD suffers any damages in any way related to Designer/Builder's failure to comply with the requirements of this section, Designer/Builder shall indemnify and defend OUSD to the fullest extent permitted under Section 23 hereof.

7. **CHANGE IN SCOPE OF WORK.** There shall be no change whatsoever in the Work without an executed Change Order or a written Construction Change Directive authorized by OUSD as herein provided. OUSD shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations unless OUSD has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless a claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive.

7.1. Designer/Builder shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Designer/Builder shall be fully responsible for any and all delays and/or expenses caused by Designer/Builder's failure to expeditiously perform this Work.

7.2. OUSD specifically understands, acknowledges, and agrees that the Designer/Builder may be entitled to a Change Order upon the occurrence of any of the following: (a) all or any of the Work is delayed, suspended or accelerated by OUSD; (b) any breach by OUSD of the terms and conditions of this Contractor failure by OUSD to perform its obligations hereunder; (c) a change in the Applicable Law occurring after the Effective Date that affects Designer/Builder's performance hereunder; (d) the occurrence of an event of Force Majeure; (e) any delay in obtaining Permits or DSA approvals in accordance with Section 1 hereof; (f) Work required or expenses or costs incurred as a result of or in connection with any of the exclusions set forth in this Contract (including Exhibit A hereto); and (g) unknown and/or unforeseen conditions described in section 7.9.4. For Change Orders granted pursuant to subsection (e), Designer/Builder will be entitled to a time extension only and will not be entitled to a monetary change. As this is a Design/Build contract, no other changes for additional compensation shall be permitted.

7.3. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Designer/Builder and OUSD and be subject to the unit prices mutually agreed to by the Parties in a separate document. In the event that Designer/Builder proceeds with any change in Work without a Change Order executed by OUSD or Construction Change Directive, Designer/Builder waives any claim of additional compensation or time for that additional work.

7.4. Designer/Builder understands, acknowledges, and agrees that the reason for OUSD authorization is so that OUSD may have an opportunity to analyze the Work and decide whether OUSD shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

7.5. Change Order. A Change Order is a written instrument prepared, issued and signed by OUSD, the Designer/Builder, and the Architect (if applicable), stating their agreement regarding all of the following:

7.5.1 A description of a change in the Work;

7.5.2 The amount of the adjustment in the Contract Price, if any; and

7.5.3 The extent of the adjustment in the time, if any.

7.6. Construction Change Directives. A Construction Change Directive is a written order prepared and issued by OUSD, the Construction Manager (if applicable), and/or OUSD's designated representative and signed by OUSD and the Architect (if applicable), directing a change in the Work. OUSD may, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. OUSD may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

7.7. Reserved.

7.8. Price Request.

7.8.1 Definition of Price Request. A Price Request ("PR") is a written request prepared by OUSD, or on behalf of OUSD, requesting the Designer/Builder to submit to OUSD an estimate of the effect of a proposed change in the Work on the Contract Price and time.

7.8.2 Scope of Price Request. A Price Request shall contain adequate information, including any necessary drawings and specifications, to enable Designer/Builder to provide the cost breakdowns required herein. The Designer/Builder shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

7.9. Proposed Change Order.

7.9.1. Definition of Proposed Change Order. A Proposed Change Order ("PCO") is a written request prepared by the Designer/Builder requesting that OUSD issue a Change Order based upon a proposed change to the Work.

7.9.2. Changes in Contract Price. A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

7.9.3. Changes in Time. A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in the Contract Documents. If Design/Builder fails to request a time extension in a PCO, then the Design/Builder waives any such claim and is thereafter precluded from requesting time and/or claiming a delay.

7.9.4. Unknown and/or Unforeseen Conditions. If the Designer/Builder encounters conditions at the Project Sites that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Designer/Builder shall promptly provide notice to OUSD before conditions are disturbed and in no event later than three (3) working days after first observance of the conditions. OUSD will promptly investigate the conditions and, if OUSD determines that they differ materially and cause an increase or decrease in the Designer/Builder's cost of, or time required for, performance of any part of the Work, Designer/Builder shall be entitled to an equitable adjustment in the Contract Price or Project Schedule, or both. If OUSD determines that the conditions at the Project Sites are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, OUSD shall promptly notify the Designer/Builder in writing, stating the reasons. If Designer/Builder disputes OUSD's determination, the Designer/Builder shall perform the Work without any increase in Contract Price and/or Project Schedule and may proceed under a reservation of rights.

7.9.5. Format for Proposed Change. The format for Change Orders and PCOs shall be mutually agreed upon by OUSD and Designer/Builder. The form shall be used as applicable by OUSD and the Designer/Builder (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

7.9.6. Time to Submit PCO. Designer/Builder shall submit its PCO within five (5) business days of the date Designer/Builder discovers the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by OUSD. Designer/Builder's timely written notice pursuant to the preceding sentence so that OUSD can promptly investigate and consider alternative measures to the address the basis for the PCO. Accordingly, Designer/Builder acknowledges that its failure, for any reason, to give written notice within 5 days (with Supporting Documentation within 10 days to permit OUSD's review and evaluation) shall be deemed Designer/Builder's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of the circumstances giving rise to the PCO. As used herein, "Contract Time" shall mean the time between the issuance of a Notice to Proceed and the Substantial Completion date shown for each Site in the Project Schedule.

7.9.7. Requirement to Substantiate. PCOs must include documentation reasonably necessary to substantiate all material, labor, and equipment included in Designer/Builder's request for an increase or decrease to the Contract Price. If OUSD believes that Designer/Builder failed to adequately substantiate the PCO, OUSD may require

Designer/Builder to provide additional reasonable substantiation for the PCO. Designer/Builder's failure to respond to OUSD's request for additional substantiation within a reasonable time shall constitute a waiver of Designer/Builder's claim for additional compensation for the work included in the PCO.

7.9.8. Deleted Work. All deductive change orders must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the value submitted on the Schedule of Values shall be used to calculate the credit. If the deleted work was to be performed by Designer/Builder, the deduction shall include a minimum of ten percent (10%) for the total profit and overhead to be deducted with the value of the work. If the deleted work was to be performed by Designer/Builder's subcontractors, the deduction shall include a minimum of five (5) percent for the total profit and overhead to be deducted with the value of the work.

7.9.9. Delay. Any request for an extension to the Contract Price or Contract Time relating to any alleged delay shall be included in a PCO and conform to the following requirements:

7.9.9.1. Designer/Builder's Notice of Delay

7.9.9.1.1. In addition to the requirements indicated in this subsection, Designer/Builder shall submit any request for an adjustment of the Contract Price or the Contract Time through the Change Order provisions.

7.9.9.1.2. Designer/Builder shall, within FIVE (5) calendar days of any delay impacting the critical path in completing the Work, notify OUSD in writing of the causes of the delay including documentation and facts explaining the delay. Failure to provide such notice shall constitute a waiver of any claim for additional time or costs related to the delays.

7.9.9.1.3. Any request by Designer/Builder for an adjustment of the Contract Price or the Contract Time for a delay shall be submitted in a PCO. When requesting time, requests must be submitted with full justification and documentation. Such justification must be based on the official approved Project Schedule and any applicable School Site Schedule of Work as updated and approved by OUSD at the time of occurrence of the delay or execution of Work related to any changes to the Work.

7.9.9.1.4. Any claim for delay must include the following information as support, without limitation:

7.9.9.1.4.1. Duration. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

7.9.9.1.4.2. Logical Ties / Fragnets. Specific logical ties to the Project Schedule for the proposed changes and/or delay showing the activity/activities in the Project Schedule that are affected by the change and/or delay (A portion of any delay of seven (7) days or more must be provided.) Include a "fragnet" analysis for the portion of the schedule and the activities the Designer/Builder contends are impacted by the delay.

7.9.9.1.4.3. Updated Project Schedule. A recovery or updated Project Schedule and any affected School Site Schedule(s) of Work must be submitted.

7.9.9.1.5. OUSD shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in OUSD's judgment, the findings of fact justify an extension.

7.9.9.1.6. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected.

7.9.9.1.7. An extension of time may only be granted if Designer/Builder has timely submitted the updated Project Schedule and applicable School Site Schedule(s) of Work as required herein.

7.9.9.1.8. Following submission of a notice of delay, OUSD may determine whether the delay is to be considered:

7.9.9.1.8.1. Excusable and Compensable, Excusable and Non-Compensable, or Unexcused;

(a) Excusable Delays: If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the District; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Designer/Builder, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Designer/Builder in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or construction equipment reasonably necessary for completion and

proper execution of the Work, or unanticipated unusually severe weather conditions. Neither the financial resources of the Designer/Builder or any person or entity directly or indirectly engaged by the Designer/Builder in performance of any portion of the Work shall be deemed conditions beyond the control of the Designer/Builder. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Designer/Builder establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Designer/Builder's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Designer/Builder's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Designer/Builder or any person or entity directly or indirectly engaged by Designer/Builder in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Designer/Builder's request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the Project Schedule or the most recent updated Project Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, the Contract Time shall not be adjusted for rain related unusually severe weather conditions.

(b) Compensable Delays: If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of OUSD, or separate contractor employed by the District (collectively "Compensable Delays"), upon Designer/Builder's request and notice, in strict conformity the Contract Documents, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by OUSD. If the Designer/Builder's progress is delayed by any of the events described in the preceding sentence, Designer/Builder shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the OUSD is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of OUSD and the Designer/Builder at the time of execution of the Agreement. In such event, Designer/Builder's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or construction equipment directly resulting from such delay, and shall exclude indirect or other consequential damages, including without limitation, home-office overhead costs. Except as expressly provided for herein, Designer/Builder shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents.

(c) Inexcusable Delays: Inexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.9.9.1.8.1 (a) and (b) above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Inexcusable Delays.

7.9.9.1.9. Designer/Builder's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions herein shall be deemed Designer/Builder's waiver of its right to assert a claim for a delay.

7.10. Change Order Certification. All Change Orders and PCOs must include the following certification by the Designer/Builder:

7.10.1 The undersigned Designer/Builder approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Designer/Builder knows are false are at the sole risk of Designer/Builder and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by OUSD.

7.10.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Designer/Builder's costs and expenses, both direct, and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions relating to the event at hand or otherwise existing on or prior to the date of such Change Order or PCO and not included in such Change Order or PCO are deemed waived.

7.11. Determination of Change Order Cost. The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at OUSD's discretion:

7.11.1 OUSD acceptance of a PCO;

7.11.2 By unit prices contained in Design/Builder's original bid;

7.11.3 By agreement between OUSD and Design/Builder.

7.12. Deductive Change Orders. All deductive Change Order(s) must be prepared pursuant to the provisions herein.

7.13. Discounts, Rebates, and Refunds. For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Designer/Builder, and the Designer/Builder shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Designer/Builder's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

7.14. Accounting Records. With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Designer/Builder shall keep and maintain cost-accounting records satisfactory to OUSD, which shall be available to OUSD on the same terms as any other books and records the Designer/Builder is required to maintain under the Contract.

7.15. Notice Required. If the Designer/Builder desires to make a claim for an increase in the Contract Price, or any extension in the time for completion, it shall notify OUSD pursuant to the provisions herein. No claim shall be considered unless made in accordance with this section. Designer/Builder shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the time resulting from such claim shall be authorized by a Change Order.

7.16. Applicability to Subcontractors. Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to subcontractors by the Designer/Builder to the extent required by the Contract.

7.17. Alteration to Change Order Language. Designer/Builder shall not alter Change Orders. Designer/Builder shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

7.18. Failure to Execute Change Order. Each Party shall be in default of the Contract if such Party fails to execute a Change Order when such Party agrees with the addition and/or deletion of the Work, pricing, or time extension in that Change Order.

7.19. Tariff-Related Change Orders. If tariffs cause an escalation in project costs to Contractor, Contractor shall be entitled to an associated increase in the contract price through a change order. All provisions of the contract relating to Change Orders, including, without limitation, timely notice and waiver provisions, shall apply. Contractor shall be required to substantiate its requested price adjustment by showing it attempted to avoid the cost impact by seeking pricing from other suppliers or vendors, reference to cost indices, and reasonable documentation of pre-tariff costs and post-tariff costs.

8. **LIQUIDATED DAMAGES.**

8.1. Liquidated Damages for Delayed Substantial Completion of the Work. If the Designer/Builder fails to achieve Substantial Completion for any Site within the Contract Time, including adjustments thereto in accordance with the Contract Documents, the Designer/Builder shall be subject to assessment of Liquidated Damages in the amount of one thousand dollars ($1,000.00) per day for each Site for each and every calendar day of delay caused by Design-Builder from the scheduled date of Substantial Completion until Substantial Completion is achieved.

8.2. Delayed Completion of Punch List Items. If the Designer/Builder fails to complete all Punch List Items noted upon Substantial Completion of the Work within the time established for completion of all Punch List Items, the DBE shall be subject to assessment of Liquidated Damages in the amount of five hundred dollars and zero cents ($500) per day from the scheduled date of completion of all Punch List Items until all Punch List Items are completed.

8.3. OUSD Withhold of Liquidated Damages; Performance Surety Bond. If the Designer/Builder is assessed Liquidated Damages pursuant to the foregoing, the District may withhold such Liquidated Damages from the Contract Price then or thereafter due the Designer/Builder. If the Liquidated Damages assessed pursuant to the foregoing exceeds the then remaining balance of the Contract Price, the Designer/Builder and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for such amount exceeding the Contract Price.

9. **TRENCH SHORING.** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Designer/Builder must submit and obtain OUSD's acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards

established by the California Occupational Safety and Health Administration ("**Cal-OSHA**"), the plan shall be prepared by a registered civil or structural engineer.

10. **EXCAVATIONS OVER FOUR FEET**. If this Contract includes excavations over four (4) feet, Designer/Builder shall promptly, and before the following conditions are disturbed, notify OUSD, in writing, of any: (1) Material that the Designer/Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. OUSD shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Designer/Builder's cost of, or the time required for, performance of any part of the Work, OUSD shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between OUSD and the Designer/Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Designer/Builder's cost of, or time required for, performance of any part of the work, Designer/Builder shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Designer/Builder shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the Parties.
11. **LEAD-BASED PAINT.** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Designer/Builder must execute the Lead-Based Paint Certification, if applicable.
12. **WORKERS.**

    12.1. Designer/Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Designer/Builder or a subcontractor whom OUSD may deem incompetent or unfit shall be dismissed from the Sites and shall not again be employed at any Site without written consent from OUSD.

    12.2. Designer/Builder 's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Designer/Builder or any subcontractor. The Designer/Builder shall be knowledgeable of and comply with all Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Designer/Builder. Knowing violations of Section 1777.5 will result in forfeiture not to exceed $100 for each calendar day of non-compliance pursuant to Section 1777.7.

    12.3. Designer/Builder shall ensure that all its employees and employees of its subcontractors shall comply with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain.
13. **CORRECTION OF ERRORS.** Designer/Builder shall perform, at its own cost and expense and without reimbursement from OUSD, any work necessary to correct errors or omissions which are caused by Designer/Builder's failure to comply with the Contract requirements and the standard of care required herein.
14. **SUBSTITUTIONS.** No substitutions of material from those specified in the approved final design shall be made without the prior written approval of OUSD, which shall not be unreasonably withheld.
15. **DESIGNER/BUILDER SUPERVISION.** Designer/Builder shall provide competent supervision of personnel employed on the Sites, use of equipment, and quality of workmanship. Designer/Builder shall provide a full time Project manager and a full time, on-Site, non-working Project superintendent subject to acceptance of OUSD.
16. **CLEAN UP.** Debris shall be removed from the Premises in a timely manner by the Designer/Builder. The Sites shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
17. **ACCESS TO WORK.** OUSD shall provide to Designer/Builder all required access to the Premises in accordance with **Exhibit A.** OUSD representatives and the DSA Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Designer/Builder shall provide safe and proper facilities for such access.
18. **PROTECTION OF WORK AND PROPERTY.** Designer/Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Designer/Builder, without special

instruction or authorization from OUSD, is permitted to act at his or her discretion to prevent such threatened loss or injury.

19. **OTHER CONTRACTS/CONTRACTORS**. OUSD reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Designer/Builder shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Designer/Builder's Work with the work of other contractors. In addition to Designer/Builder's obligation to protect its own Work, Designer/Builder, to the extent reasonable, shall protect the work of any other contractor that Designer/Builder encounters while working on the Project. Nothing herein contained shall be interpreted as granting to Designer/Builder exclusive occupancy of the Site, the Premises, or the Project. Designer/Builder shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to OUSD or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Designer/Builder's Contract, Designer/Builder shall coordinate with those contractor(s), person(s), and/or entity(ies) and shall notify OUSD of the resolution.

20. **ASSIGNMENT OF CONTRACT.** Designer/Builder shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of OUSD. This provision shall not limit the Designer/Builder's right to subcontract portions of its Work to other entities and assign this Contract and all related contracts without the consent of OUSD (i) to direct affiliates of Designer/Builder; (ii) to an entity that is controlled by, controls, or is under common control with Designer/Builder; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

21. **SCHEDULE.** If OUSD does not deliver the Notice to Proceed within ten (10) calendar days of approval of this contract, subject to Designer/Builder having submitted required bond and insurance documents, and/or if each of the following milestones is not completed by the dates set forth **Exhibit C Project Schedule**, the Substantial Completion Date for each applicable Site shall be extended on a day for day basis equal to the longer of the number of days (i) after OUSD delivers the Notice to Proceed for all Sites and (ii) the date all of the following items are completed falls after the applicable Commencement Date for the applicable Site:

    21.1. Designer/Builder shall have obtained the Permits required y Applicable Law to be obtained by Designer/Builder in order to commence construction and installation, as applicable, prior to such commencement; provided that an extension of the Substantial Completion Date for a failure to satisfy this Section on or prior to the Construction Milestone Date shall only occur if Designer/Builder has (a) complied with all filing and application requirements of the relevant Government Authority in accordance with the Permit filing milestone provided for in the Project Schedule and (b) used commercially reasonable efforts to coordinate and cooperate with the relevant Government Authority; and

    21.2. OUSD and DSA shall have approved such design and engineering work as required by and in accordance with Article 1 of **Exhibit A**; provided that, should there be any necessary pricing adjustments or lump sum payments necessitated by any Change Order, Designer/Builder shall have disclosed to OUSD such adjustments or payments and OUSD shall have notified Designer/Builder in writing that any such proposed price adjustments or lump sum payment obligations have been approved by OUSD; provided further that an extension of the Substantial Completion Date for a failure to satisfy this Section 1.2 on or prior to the Construction Milestone Date shall only occur if Designer/Builder has (a) submitted the relevant design and engineering materials to the DSA in accordance with the DSA approval milestone provided for in the Project Schedule, (b) such design and engineering materials are in a form and scope as what would reasonably be expected by DSA in accordance with prudent industry standards and (c) used commercially reasonable efforts to coordinate and cooperate with the DSA.

22. **COMPLETION.**

    22.1. **Walk-Through as Prerequisite to Determination of Substantial Completion or System Acceptance**. When the Designer/Builder believes that the System has achieved Substantial Completion or System Acceptance, as applicable, it shall so notify OUSD. Promptly thereafter, OUSD shall schedule a walk-through of the System by Designer/Builder, OUSD and the Inspector to determine whether and to what extent Substantial Completion or System Acceptance has been achieved. Any erroneous claims of completion by Designer/Builder resulting in a premature walk-through shall be at Designer/Builder's sole cost and expense, and OUSD shall be entitled to reduce its payments to Designer/Builder under this Contract by an amount equal to any costs incurred by OUSD due to the erroneous claims by Designer/Builder that the System has achieved Substantial Completion or System Acceptance, as applicable.

    22.2. **OUSD's Acceptance of Work**. OUSD, in its sole discretion, may either (a) deliver to Designer/Builder notice confirming that Design Builder has achieved Substantial Completion or System Acceptance, as applicable; or (b) notify Designer/Builder that the relevant Work has not been completed, stating in detail the reasons. If OUSD notifies Designer/Builder that the relevant Work has not been completed, Designer/Builder shall take

action to complete the relevant Work and shall deliver to OUSD another notice once completed. This procedure shall be repeated until the relevant Work shall have been accepted or deemed accepted by OUSD. Final Completion of the Project, meaning that each System has achieved System Acceptance, may only be accepted as complete by an action of the Board (the date of such acceptance, the "Final Completion Date").

22.3. **Punch List Items**. Upon achieving Substantial Completion with respect to a System, Designer/Builder shall provide OUSD with a list of items still outstanding which are necessary to complete the System in accordance with the Specifications (the "Punch List"). Within five (5) Business Days after receipt of a proposed Punch List, OUSD shall either (a) approve the Punch List or (b) request that certain amendments or modifications be made to the Punch List. If OUSD does not request any amendments or modifications to the Punch List provided by Designer/Builder within such five (5) Business Day period, OUSD hereby expressly agrees to be bound the Punch List. If OUSD timely requests amendments or modifications to the Punch List, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended Punch List. The Parties' agreement on the Punch List shall not be a pre-requisite to the relevant System achieving Substantial Completion and the Parties' failure to agree on the Punch List pursuant to this Section shall not delay or be deemed to preclude any System from achieving Substantial Completion hereunder.

22.4. **Designer/Builder's Failure to Correct Punch-List Items**. If the Designer/Builder fails to complete the Punch List, OUSD may withhold from the final payment owing to the Designer/Builder under this Contract an amount equal to one hundred and fifty percent (150%) of the estimated cost, as reasonably determined by OUSD, of each Punch List item until such time as the item is completed.

22.5. **[RESERVED.]**

22.6. **Time is of The Essence.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract in which time is a factor.

23. **FORCE MAJEURE CLAUSE.** The term "Force Majeure" shall mean those events beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably avoid and which it has been unable to overcome, including acts of God and public enemy; fire; strike; loss or shortage of transportation facilities; lock-out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Project; flood; earthquake, tornado; severe storm; volcanic eruptions; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid). Neither Party shall be considered to be in default in the performance of any material obligation hereunder during the time and to the extent that it is prevented from obtaining delivery or performing by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of all reasonable efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party. Notwithstanding a Force Majeure event, the Party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of the Party claiming a Force Majeure event.

Designer/Builder is aware that governmental agencies and utilities, including, without limitation, the DSA, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies ("Review Agencies") may have to approve Designer/Builder-prepared drawings, plans or approve a proposed installation. Designer/Builder shall include in the Project Schedule time for possible review of its drawings, plans, and proposed installation and for reasonable delays or damages that may be caused by the Review Agencies. Designer/Builder shall be entitled to additional time in the Project Schedule for review of Designer/Builder's drawings, plans or proposed installation or other approvals from the Review Agencies (but not additional money), if all of the following conditions have been satisfied: (i) The time for this review is in excess of the time expressly allocated for this review in the Project Schedule; and (ii) Designer/Builder has diligently pursued approval from the Review Agencies; and (iii) The delay in Review Agencies' approval is not related to an uncured defect, error, or omission in Designer/Builder's drawings, plans, or proposed installation.

24. **INDEMNIFICATION / HOLD HARMLESS CLAUSE.**

24.1. To the furthest extent permitted by California law, Designer/Builder shall defend, indemnify, and hold harmless OUSD, its trustees, members, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all third party demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the performance of this Contract, except to the extent the claims are caused by the active negligence or willful misconduct of OUSD. OUSD shall have the right to accept or reject any legal representation that Designer/Builder proposes to defend OUSD. However, such acceptance shall not be unreasonably withheld. This indemnification, defense, and hold harmless obligation includes any failure or

alleged failure by Designer/Builder to comply with any provision of law, any failure or alleged failure to (1) comply with any provision of federal, state, and/or local laws, and (2) timely and properly fulfill all of its obligations under the Contract in strict accordance with its terms, and without limitation, any stop notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

24.2. Further, Designer/Builder shall be directly liable to the Indemnified Parties for and, to the furthest extent permitted by California law, shall defend, indemnify, and hold harmless the Indemnified Parties from any Claims of any kind, nature, and description arising out of, connected with, or resulting from the design component of the Project.

24.3. The Designer/Builder's duty to defend under either of the above provision shall begin upon OUSD's notification to the Designer/Builder of a Claim. At that time, the Designer/Builder shall pay for that defense at its sole cost. Designer/Builder's duty to indemnify and defend under this Contract shall apply during the term of this Contract and shall survive any expiration or termination of this Contract until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that OUSD may have under the law or under this Contract.

25. **PAYMENT.**

25.1. On a monthly basis, Designer/Builder shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("Application for Payment") and consistent with the Schedule of Values and other information in **Exhibit D**. Within thirty (30) days after OUSD's receipt of the Application for Payment, Designer/Builder shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (Assuming the value of the Work performed is verified by Inspector and certified by Designer/Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. OUSD may deduct an amount up to 150% of the value of the disputed issue from any payment an amount necessary to protect OUSD from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by OUSD in performing any of Designer/Builder's obligations under the Contract which Designer/Builder has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Designer/Builder; (7) unauthorized deviations from the Contract; (8) failure of Designer/Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by OUSD during the prosecution of the Work; (9) erroneous or false estimates by Designer/Builder of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by OUSD, incurred by OUSD for which Designer/Builder is liable under the Contract; and (11) any other sums which OUSD is entitled to recover from Designer/Builder under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by OUSD to deduct any of these sums from a progress payment shall not constitute a waiver of OUSD's right to such sums. OUSD shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200, and 7201. OUSD may, at its discretion, reduce the retention as permitted pursuant to Public Contract Code section 9203. Waivers pursuant to Civil Code section 8132-8138 will be furnished with the payment applications.

25.2. Upon Designer/Builder's request, OUSD will with Public Contract Code section 22300 subject to the following conditions:

25.2.1. Designer/Builder shall bear the expense of OUSD and the escrow agent, either OUSD or the bank, in connection with the escrow deposit made.

25.2.2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to Designer/Builder pursuant to this Section.

25.2.3. Designer/Builder shall enter into an escrow agreement satisfactory to OUSD, which agreement shall include provisions governing inter alia:

25.2.3.1. The amount of securities to be deposited,

25.2.3.2. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

25.2.3.3. Conversion to cash to provide funds to meet defaults by Designer/Builder, including, but not limited to, termination of Designer/Builder's control over the work, stop payment notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,

25.2.3.4. Decrease in value of securities on deposit.

25.2.4. The termination of the escrow upon completion of the contract.

25.2.5. Designer/Builder shall obtain the written consent of the surety to such agreement.

25.2.6. As an alternative to Designer/Builder depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Designer/Builder, upon Designer/Builder's request, OUSD will make payment of retentions earned directly to the escrow agent at the expense of Designer/Builder pursuant to and in accordance with Public Contract Code section 22300.

25.3. OUSD may deduct from any payment an amount reasonably necessary (including up to 150% of any amount in dispute) to protect OUSD from loss due to: (1) Liquidated Damages which have accrued as of the date of the Application for Payment; (2) any reasonable sums expended by OUSD in performing any of Designer/Builder's obligations under the Contract which Designer/Builder has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the scheduled Project completion date; (6) unsatisfactory prosecution of the Work by Designer/Builder; (7) unauthorized material deviations from the Contract; (8) failure of the Designer/Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract during the performance of the Work; (9) false estimates submitted by the Designer/Builder of the value of the Work performed; (10) any sums representing expenses, losses, or damages reasonably incurred by OUSD for which Designer/Builder is liable under the Contract; and (11) any other sums which OUSD is entitled to recover from Designer/Builder under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by OUSD to deduct any of these sums from Designer/Builder's progress payment shall not constitute a waiver of OUSD's right to the sums.

25.4. Upon Final Completion in accordance with Article 20, Designer/Builder shall submit an Application for Payment for the final payment, which shall be for an amount equal to any and all retention held by OUSD as of such Final Completion Date together with the amount for all Work performed but not paid as of the Final Completion Date. Within sixty (60) days after OUSD's receipt of the Application for Payment, OUSD shall pay Designer/Builder the final payment, less 150% of any disputed amounts.

26. **LOGISTIC PLAN**: Designer/Builder shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, storage facilities, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by OUSD prior to the Designer/Builder mobilizing on the Site(s). Designer/Builder's Logistics Plan must be updated and provided to OUSD at each Site.

27. **PERMITS, APPROVALS, AND LICENSES.**

27.1. Designer/Builder and all of its employees, agents, and subcontractors shall secure and maintain in force, at Designer/Builder's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

27.2. Other than filing of notices of categorical exemption in compliance with the California Environmental Quality Act ("**CEQA**"), which shall be the responsibility of OUSD, Designer/Builder is responsible for obtaining on behalf of OUSD and at Designer/Builder's expense, permits and approvals (including DSA approval), required for the building, installation, and start-up of the Work required to complete the Project.

27.3. OUSD shall cooperate fully with and assist Designer/Builder in obtaining all permits and approvals required under this Contract.

28. **INDEPENDENT CONTRACTOR STATUS.** While engaged in carrying out the Services of this Contract, Designer/Builder is an independent contractor, and not an officer, employee, agent, partner, or joint venture partner of OUSD. Designer/Builder and OUSD agree that the Designer/Builder is an independent contractor or business entity that is: (i) free from the control and direction of OUSD in connection with the performance of the Services, (ii) performing Services that are outside the usual course of OUSD's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed. Designer/Builder shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Designer/Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

29. **ANTI-DISCRIMINATION.** It is OUSD's policy that in connection with all work performed under contracts there shall be no discrimination against any employee engaged in the work because of race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person. Designer/Builder agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Designer/Builder agrees to require like compliance by all its subcontractor(s).

30. **DISABLED VETERAN BUSINESS ENTERPRISES (DVBE)**: Pursuant to section 17076.11 of the Education Code, OUSD has a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%), per year, of funds expended each year by OUSD on projects that use funds allocated by the State Allocation Board pursuant

to the Leroy F. Greene School Facilities Act (the "**Act**"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Designer/Builder, before it executes the Contract, shall provide to OUSD certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Contract, and documentation demonstrating the Designer/Builder's good faith efforts to meet these DVBE goals.

31. **PAYMENT BOND AND PERFORMANCE BOND.** Designer/Builder shall not commence the Work until it has provided to OUSD, in a form acceptable to OUSD, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to the construction portion of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to OUSD.
32. **DESIGNER/BUILDER'S INSURANCE.** Designer/Builder has in force, and during the term of this Contract (unless otherwise noted below) shall maintain in force with the minimum indicated limits, the insurance listed below. All policies shall contain waivers of subrogation against OUSD. All of Designer/Builder's insurance shall be placed with insurers admitted in California with a current A.M. Best's rating of no less than A- or A:VIII. Designer/Builder shall provide documentation to the District demonstrating this rating.

    32.1. **Commercial General Liability Insurance.** Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard:

    - $2,000,000 per occurrence for Bodily Injury and Property Damage
    - $2,000,000 General Aggregate – other than Products/Completed Operations
    - $1,000,000 Products/Completed Operations Aggregate

    32.2. **Automobile Liability.** Coverage to be written on an occurrence form. Coverage for any auto, including all owned, hired and non-owned vehicles: combined single limit of $2,000,000.

    32.3. **Workers Compensation**: Statutory limits; and

    32.4. **Employers' Liability**: $1,000,000.

    32.5. **Builder's Risk.** Coverage will cover each System and all materials from the time delivered to each Site for their full replacement cost value on an all risk or special cause of loss form from the Commencement Date of the applicable Site through the Substantial Completion Date of the applicable Site. Insurance shall be in a form and include deductible levels typically found in the insurance market for similar solar projects.

    32.6. **Professional Liability Insurance.** Coverage to be written on a claims-made form and shall cover all non-construction Services including, without limitation, all programming, design, and engineering services performed by Designer/Builder. Such insurance shall have a limit of at least $1,000,000 per claim.

        32.6.1. Subcontractors / Subconsultants. Subcontractors who perform non-construction services for the Project shall carry professional liability insurance at the same limits required of the Designer/Builder to cover that subcontractor's work.

    32.7. **Additional Insured Endorsement Requirements**. Commercial General Liability, Automobile Liability, Workers Compensation, and Employer's Liability limits may be reached through a combination of primary and umbrella/excess policies. Designer/Builder shall provide to OUSD certificate(s) of insurance and endorsements satisfactory to OUSD. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to OUSD prior to cancellation. Except for worker's compensation insurance and professional liability insurance, OUSD shall be named as an additional insured on all policies. Designer/Builder's policy(ies) shall be primary; any insurance carried by OUSD shall only be secondary and supplemental. Designer/Builder shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Designer/Builder of the subcontractor, or agent has been obtained.

    32.8. **Waiver of Subrogation**.

        32.8.1. Except for Workers' Compensation, Designer/Builder waives (to the extent permitted by law) any right to recover against OUSD for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by Builder's Risk insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by OUSD.

        32.8.2. The provisions of this section are intended to restrict each Party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. With the exception of Workers' Compensation insurance, OUSD and the Designer/Builder shall each obtain in all policies

of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

33. **SUBCONTRACTOR INSURANCE REQUIREMENTS**. Designer/Builder shall require its Subcontractor(s) to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with limits equal to the amounts required of the Designer/Builder, unless OUSD and Designer/Builder agree otherwise. Designer/Builder shall require its Subcontractor(s) to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance and Umbrella Liability Insurance.

34. **CERTIFICATES OF INSURANCE AND ENDORSEMENTS**. The Designer/Builder shall provide to OUSD certificate(s) of insurance and endorsements satisfactory to OUSD. The certificate of insurance shall provide that should any of the above-described policies be cancelled while the Work is in progress (except if cancellation is due to non-payment of premiums), before the expiration date thereof, notice will be delivered in accordance with the policy provisions, pursuant to ISO ACORD Form 25 (01/2014). Designer/Builder shall provide OUSD at least thirty (30) days' prior written notice of the cancellation, or non-renewal of the insurance. Furthermore, Designer/Builder shall indemnify OUSD for any loss suffered by OUSD to the extent that the loss is attributable to Designer/Builder's failure to provide OUSD with thirty (30) days' prior written notice. Excess/Umbrella policies can be used to satisfy the insurance required of Designer/Builder.

35. **WARRANTY/QUALITY.** Unless a longer warranty is called for elsewhere in the Contract, Designer/Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from date when OUSD achieves Substantial Completion.

36. **CONFIDENTIALITY.** To the extent permitted by applicable law, the Parties shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that the Parties encounter during the Project and/or pursuant to the Contract. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information. Notwithstanding the foregoing, Designer/Builder acknowledges that this Contract, once fully executed and approved by the Board, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act).

37. **CONFLICT OF INTEREST.** Designer/Builder understands that its professional responsibility is solely to OUSD. Designer/Builder warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Contract, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a OUSD project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) OUSD.

38. **COMPLIANCE WITH LAWS.** Designer/Builder shall give all notices and comply with all federal, state, and local laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Designer/Builder observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Designer/Builder shall notify OUSD, in writing, and, at the sole option of OUSD, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Designer/Builder's receipt of a written termination notice from OUSD. If Designer/Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying OUSD of the violation, Designer/Builder shall bear all costs arising therefrom.

39. **STANDARD OF CARE**: Designer/Builder's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of energy efficiency/conservation and all applicable law, including the applicable provision of federal requirements, California Code of Regulations, Title 24, DSA requirements. Designer/Builder shall perform the Work and Services to the standard of care of an entity performing similar work for California school districts in or around the same geographic area of OUSD, as follows:

    39.1. For all non-construction Services, the standard of care of professional engineers or architects, as applicable; and

    39.2. For all construction Services, the standard of care of licensed contractors.

    39.3. If Designer/Builder has not met this standard of care, Designer/Builder shall be held liable consistent with the "Indemnification/Hold Harmless Clause" herein.

    The Work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.

40. **OUSD'S RIGHT TO AUDIT**. OUSD retains the right to review and audit, and the reasonable right of access to Designer/Builder's and any sub-consultant's premises to review and audit the Designer/Builder's compliance with the

provisions of this Contract ("OUSD's Right"). OUSD's Right includes the right to inspect, photocopy, and to retain copies, outside of the Designer/Builder's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by OUSD in its sole discretion. OUSD shall keep this information confidential, as allowed by Applicable Law.

40.1. OUSD's Right includes the right to examine any and all Project-related books, records, documents and any other evidence of procedures and practices that OUSD determines are necessary to discover and verify that Designer/Builder is in compliance with all requirements of this Contract.

40.2. Designer/Builder shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Designer/Builder shall make available to OUSD for review and audit, all Project-related accounting records and documents, and any other financial data. Upon OUSD's request, Designer/Builder shall submit exact duplicates of originals of all requested records to OUSD.

40.3. Designer/Builder shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all subcontractors.

40.4. Designer/Builder shall retain all Project-related records and other information with appropriate safeguards during the Term of this Contract and for a minimum of five (5) years thereafter.

Designer/Builder shall comply with these provisions within fifteen (15) Days of OUSD's written request to review and audit any or all of Designer/Builder's Project-related records and information.

41. **DISPUTES**. In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Designer/Builder agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which OUSD's administration office is located, having competent jurisdiction of the dispute. All claims of over $375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

41.1. **Exclusive Remedy**.

41.1.1. Compliance with the claim resolution process and timelines described in this Claims Resolution section as well as the notice provisions of the Contract are express conditions precedent to Designer/Builder's right to commence litigation or arbitration, file a claim under the California Government Code, or commence any other legal action related to the Project ("Claims Resolution Process").

41.1.2. Designer/Builder acknowledges that its failure, for any reason, to provide written notice and all required supporting documentation to permit OUSD's review and evaluation within the time frame required by this Claims Resolution Process, shall be deemed Designer/Builder's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the Contract Price on account of any instruction, request, drawings, specifications, action, condition, omission, default or other situation.

41.1.3. To the extent any provision(s) of this Claims Resolution Process conflict with or otherwise impair the timeframes and procedures of Public Contract Code section 9204, the provisions of Section 9204 shall control. If provisions of this Claims Resolution Process are supplementary and/or in addition to the requirements of Section 9204, but do not conflict with or otherwise impair the timeframes and procedures of Section 9204, the provisions of this Claims Resolution Process and the Contract shall control.

41.2. **Performance During Claim Resolution Process**. The Designer/Builder shall diligently proceed with Work on the Project at the same time that Claims are addressed under the Claims Resolution Process. It is the intent of OUSD to resolve Claims with the Designer/Builder as close to the events giving rise to the Claims as possible, and to avoid stale or late Claims and the late documenting of Claims. Designer/Builder's failure to diligently proceed in accordance with OUSD's instructions or the Contract terms will be considered a material breach of the Contract and a waiver of Designer/Builder's rights under this Contract.

41.3. **Waiver**. If Designer/Builder fails to timely submit any written notices required under the terms of the Contract or in this Claims Resolution section, Designer/Builder waives and releases its rights regarding further review of its Claim, unless Designer/Builder and OUSD mutually agree in writing to other time limits. Nothing herein shall modify or alter the Designer/Builder's obligation to comply with statutory notice requirements, including but not limited to, Government Code section 910 et seq.

41.4. **Intention**. The Claims Resolution Process required herein is intended to provide a concise mechanism for resolving Claims as they arise during the Project, while requiring accurate documentation related to contested

issues as to those Claims that are not contemporaneously resolved.

41.5. **Other Provisions**. If portions of the Contract, other than this Claims Resolution Process, establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Claims Resolution Process shall control the resolution of all Claims.

41.6. **Claim Presentation**. Prior to Designer/Builder's initiation of any litigation or proceeding to recover any money damages under this Contract, Designer/Builder must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.

41.6.1. Claim: A claim ("**Claim**") is a written demand by Designer/Builder (or by Designer/Builder on behalf of a subcontractors) that the Designer/Builder must submit by registered mail or certified mail return receipt requested for:

41.6.1.1. An extension to the Contract Time, including relief from damages or penalties assessed by OUSD for delay;

41.6.1.2. Payment of money or damages arising from work done by, or on behalf of, the Designer/Builder pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or the Designer/Builder is not otherwise entitled; or

41.6.1.3. Payment that is disputed by OUSD.

41.7. **Subcontractors**.

41.7.1. Public Contract Code section 9204(d)(5) states that the Designer/Builder may present to OUSD a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Designer/Builder present a claim for Work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to OUSD shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Designer/Builder shall notify the subcontractor in writing as to whether the Designer/Builder presented the claim to OUSD and, if the Designer/Builder did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

41.7.2. Designer/Builder is responsible for providing this Claims Resolution Process to its subcontractors and for ensuring that all subcontractors or others who may assert Claims by and through subcontractors and/or the Designer/Builder are informed of this Claims Resolution Process. No Claim submitted by any party that fails to follow the provisions of this Claims Resolution Process will be considered. Designer/Builder shall indemnify, keep and hold harmless OUSD and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Claims Resolution Process to its subcontractors or others who may assert Claims by and through subcontractors and/or the Designer/Builder.

41.8. **Attorneys' Fees/Costs**. Should litigation be necessary to enforce any terms or provision of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

41.9. **Designer/Builder Must Timely Identify, Present and Document Any Claim**.

41.9.1. Every Claim shall be stated with specificity in writing and signed by Designer/Builder under penalty of perjury and presented to OUSD within ten (10) business days from the date Designer/Builder discovers or reasonably should discover, that an act, error or omission of OUSD, its agents or employees, or action, condition or other situation has occurred or exists that may entitle Designer/Builder to make a Claim. This shall include the Designer/Builder's actual or constructive knowledge of any instruction, request, drawings, specifications, action, condition, omission, default or other situation for which the Designer/Builder believes there should an adjustment of the Contract Price or Contract Time. Designer/Builder shall provide this writing even if Designer/Builder has not yet been damaged, delayed, or incurred extra cost when Designer/Builder discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Claim. The writing shall:

41.9.1.1. Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Claim;

41.9.1.2. Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and

41.9.1.3. Identify in detail line-item costs if the Claim seeks money.

41.9.1.4. If the Claim involves extra work, a detailed cost breakdown of the amounts the Designer/Builder is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of OUSD, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

41.9.1.5. Include an affirmative representation under penalty of perjury by Designer/Builder and any affected subcontractor and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and

41.9.1.6. Include a detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Designer/Builder, its subcontractors and suppliers, prior to submitting a proposal for the Work.

41.9.2. The writing shall be accompanied by all documents substantiating Designer/Builder's position regarding the Claim.

41.9.3. A Claim that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

41.10. **Certification**. Each copy of the Claim Documentation shall be certified by a responsible officer of the Designer/Builder in accordance with the requirements of the Contract Documents. This certification shall be under penalty of perjury and must include the following language immediately above or before the Designer/Builder's signature: "***I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct.***" The Designer/Builder acknowledges that this requirement is not a mere formality but is intended to ensure that the Designer/Builder only submits Claims that it believes are true and correct, substantiated and have merit. Should Designer/Builder fail to submit the foregoing written statement signed under penalty of perjury, Designer/Builder waives and releases its Claim, including all rights and remedies in connection therewith. This certification must include a certification of any portion of the Claim from Subcontractors(s) or others who are asserting Claims by and through Subcontractors and/or the Designer/Builder.

41.11. **OUSD's Written Statement/Decision on Claim**. OUSD shall issue a written statement/decision regarding the Claim to the Designer/Builder within forty-five (45) days of receipt of the written Claim from the Designer/Builder, or three (3) days after OUSD's first regular Board meeting after that 45-day period if the District's Board does not meet within that first 45-day period. If OUSD fails to timely provide a written statement/decision regarding the Claim, the Claim shall be deemed accepted in its entirety.

41.12. **Designer/Builder Must Demand an Informal Meet and Confer Conference if Designer/Builder Pursues Any Claim**.

41.12.1. FAILURE OF A DESIGNER/BUILDER TO TIMELY DEMAND A MEET AND CONFER CONFERENCE IS A WAIVER OF ITS RIGHT TO PURSUE ALL OR A PORTION OF ITS CLAIM.

41.12.2. **Where There Is No Agreement**: If there is no agreement between Designer/Builder and OUSD on a Claim, then within ten (10) business days of the date of OUSD's written statement/decision in response to a Claim or PCO, if Designer/Builder pursues that Claim, then Designer/Builder must demand, by registered mail or certified mail return receipt requested, a meet and confer conference with OUSD staff. A meet and confer conference with OUSD staff shall be a condition precedent to Designer/Builder seeking any further relief, including a mediation as indicated below.

41.12.3. **Where There Is Partial Agreement**: If Designer/Builder and OUSD partially agree on a Claim but do not reach complete agreement, then the Parties shall complete a change order or amendment, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, if Designer/Builder pursues those issues from that Claim, then Designer/Builder must demand, by registered mail or certified mail return receipt requested, a meet and confer conference with OUSD staff regarding those issues. A meet and confer conference with OUSD staff shall be a condition precedent to Designer/Builder seeking any further relief, including a mediation as indicated below, in connection with OUSD's rejection.

41.12.4. **Meet and Confer Conference**. OUSD and Designer/Builder shall schedule the meet and confer conference as soon as reasonably possible after Designer/Builder's written demand for a meet and confer conference, but in no case later than thirty (30) days after Designer/Builder's demand.

41.12.5. **OUSD's Written Decision**. After the meet and confer conference, OUSD shall issue a written decision. If OUSD fails to timely provide a written statement/decision after the meet and confer conference, all Claim issues that were part of the meet and confer conference shall be deemed rejected in their entirety.

41.12.5.1. If OUSD's decision completely resolves the Claim, then the Parties shall complete a change order or amendment, if applicable, for the issues and/or amounts agreed to.

41.12.5.2. If OUSD rejects the Designer/Builder's Claim in whole or in part or does not issue a timely written response, then the parties shall mediate the remaining issues of the Claim.

41.12.5.3. Designer/Builder's costs incurred in seeking relief for Claims are not recoverable from OUSD.

41.13. **Mediation**.

41.13.1. At OUSD's sole discretion, this mediation may be a multiple-party mediation with the Construction Manager, the Inspector, and/or other OUSD consultants.

41.13.2. OUSD and Designer/Builder shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

41.14. **Designer/Builder's Obligation to File a Government Code Claim**. Nothing in this Contract, including this Claims Resolution Process, waives, modifies or tolls the Designer/Builder's obligation to present a timely claim under Government Code section 910, et seq. Therefore, in addition to complying with this Claims Resolution Process, the Designer/Builder is required to present claims to OUSD pursuant to Government Code section 910, et seq. If after the requirements of this Claims Resolution Process are satisfied, and all or a portion of the Claim remains unresolved, and if the Government Code claim is rejected by OUSD, the Designer/Builder may proceed under the post-mediation provisions of this Claims Resolution Process.

41.15. **Post Mediation Provisions**.

41.15.1. Claims of $375,000 or Less: The provisions of Public Contract Code § 20104.4 shall apply. Pursuant to Public Contract Code § 20104.4(a), within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. Pursuant to Public Contract Code § 9204(d)(2)(D), a mediation conducted pursuant to this Claims Resolution Process shall excuse the obligation under Public Contract Code § 20104.4(a) to mediate after litigation has been commenced unless otherwise agreed to by the parties in writing.

41.15.2. Litigation of Claims in Excess of $375,000. If, after a mediation as indicated above, the Parties have not resolved the Claim, either Party may commence an action in a court of competent jurisdiction to contest that decision within ninety (90) days following the conclusion of that mediation or one (1) year following the accrual of the cause of action, whichever is later. By mutual agreement, the Parties can agree to instead resolve the Claim through arbitration.

41.16. OUSD shall be entitled to remedy any false claims, as defined in California Government Code section 12650 et seq., made to OUSD by the Designer/Builder or any subcontractors under the standards set forth in Government Code section 12650 et seq. Any Designer/Builder or subcontractors who submits a false claim shall be liable to OUSD for three times the amount of damages that OUSD sustains because of the false claim. A Designer/Builder or subcontractor who submits a false claim shall also be liable to OUSD for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to $11,000 for each false claim.

41.17. **Documentation of Resolution**. If a Claim is resolved, OUSD shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate. If OUSD determines that an Agreement and Release of Any and All Claims form or other document is appropriate, Designer/Builder shall cooperate and execute that form and/or other document.

41.18. **Claim Resolution Process – Non-Applicability**. The procedures and provisions in this Claims Resolution section shall not apply to:

41.18.1. OUSD's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

41.18.2. OUSD's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a Designer/Builder from OUSD contracts, the imposition of

penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Claims Resolution section and the Contract;

41.18.3. Personal injury, wrongful death or property damage claims;

41.18.4. Latent defect or breach of warranty or guarantee to repair;

41.18.5. Stop notices or stop payment notices; or

41.18.6. Any other OUSD rights as set forth herein.

41.19. OUSD's failure to respond to a Claim from the Designer/Builder within the time periods described herein or to otherwise meet the time requirements of Public Contract Code section 9204 shall automatically result in the Claim being deemed rejected in its entirety, with no admission by OUSD as to the merits of the Claim.

41.20. If OUSD fails to timely issue payment for any Claim or portion of a Claim as required pursuant to these Claim Resolution Procedures, the Designer/Builder is permitted to assess interest indicated in Public Contract Code section 9204. Notwithstanding this provision, and in accordance with California Public Contract Code §7107, OUSD is entitled to withhold up to 150% of disputed amounts and OUSD shall not be liable for payment of interest on such disputed amounts pending final adjudication of such disputes.

42. **LABOR CODE REQUIREMENTS**. Designer/Builder represents that Designer/Builder and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

42.1. **Prevailing Wage; Apprentices**. Pursuant to sections 1770 et seq. of the California Labor Code, Designer/Builder and all subcontractors under the Designer/Builder shall pay all workers on all Work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of Work performed and the locality in which the Work is to be performed within the boundaries of OUSD. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR, are available from OUSD or on the internet (http://www. dir.ca.gov). If Project is funded in whole or in part with federal funds, the Designer/Builder and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Contract.

In addition, the Designer/Builder and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Designer/Builder or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. .

42.2. **Certified Payroll Records**. Designer/Builder shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by OUSD or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Designer/Builder and/or each subcontractor in connection with the Work and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

42.3. Designer/Builder acknowledges that, for purposes of Labor Code section 1725.5, this Work is a public work to which Labor Code section 1771 applies. Designer/Builder shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all "subcontractors" (as defined by

Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Designer/Builder represents to OUSD that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.

42.4. **Registered Subcontractor List**. Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Designer/Builder shall provide OUSD all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Designer/Builder and all tiers of Subcontractors to enable OUSD to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Designer/Builder shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

42.5. **Labor Compliance Program**. Designer/Builder shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Designer/Builder shall post job site notices, as prescribed by regulation. Designer/Builder shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

43. **ANTI-TRUST CLAIM**. Designer/Builder and its subcontractor(s) agree to assign to OUSD all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time OUSD tenders final payment to the Designer/Builder, without further acknowledgment by the Parties.

44. **COUNTERPARTS**. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

45. **GOVERNING LAW**. This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which OUSD administration office is located. Notwithstanding the foregoing, either Party may bring or oppose a motion to transfer venue pursuant to Code of Civil Procedure section 394.

46. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

47. **BINDING CONTRACT.** This Contract shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

48. **OUSD WAIVER.** OUSD's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

49. **INVALID TERM.** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. **ENTIRE CONTRACT.** This Contract sets forth the entire Contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Contract may be modified only by a writing executed by both Parties.

51. **COUNTERPARTS**: This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Contract received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original.

52. **ASSIGNMENT**: Designer/Builder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations hereunder without the prior written consent of the surety on the payment bond, the surety on the performance bond, and OUSD.

53. **OWNERSHIP OF CERTAIN PROPRIETARY PROPERTY RIGHTS.** OUSD shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Designer/Builder shall grant to OUSD a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for OUSD to continue to operate, maintain, and repair the equipment in a manner that will yield maximum energy production and/or energy consumption reductions.

54. **OWNERSHIP OF ANY EXISTING EQUIPMENT**. Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of OUSD even if it is replaced or its operation made unnecessary by work performed by Designer/Builder pursuant to this Contract. If applicable, Designer/Builder shall advise OUSD in writing of all equipment and materials that will be replaced at the Facilities and OUSD shall, within five (5) Business Days of Designer/Builder' notice, designate in writing to Designer/Builder which replaced equipment and materials that should not be disposed of off-site by Designer/Builder (the "Retained Items"). It is understood and agreed to by both Parties that OUSD shall be responsible for and designate the location and storage for the Retained Items. Designer/Builder shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Designer/Builder shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

55. **UTILITY WORK**. OUSD expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for Designer/Builder to fully implement the Project. "Interconnection Facilities" shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under a separate contract between OUSD and the Utility. Designer/Builder shall prepare all Interconnection Facilities documentation, and collect all Interconnection Facilities information in a time frame to ensure maximum benefit to OUSD and to comply with all requirements. Designer Builder shall also cooperate and assist OUSD in facilitating the Interconnection Facilities work.

56. **ENERGY CREDITS.** OUSD shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of any facilities installed on the Project ("Generating Facilities"). This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

    56.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under the California Solar Initiative or other incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the Generating Facilities or the energy produced from the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities.

    56.2. All rights and interests in performance based incentive payments to be made under the California Solar Initiative.

    56.3. All reporting rights and the exclusive rights to claim that OUSD is responsible for the delivery of the energy from the Generating Facilities.

    56.4. OUSD is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation and delivery of energy.

    56.5. OUSD is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.

    56.6. OUSD shall be the owner of and shall be entitled to all: (i) carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government; and (ii) "renewable energy credits," as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code, associated with the Generating Facilities, and Designer/Builder shall take such steps as OUSD shall reasonably request to confirm OUSD's ownership of such renewable energy credits.

    56.7. Designer/Builder is not responsible for compliance, certification, reporting, or other requirements associated with the sale, ownership, rights, or certifications for these energy credits, but Designer/Builder will provide advice and consultation to OUSD as requested.

    56.8. **Rebate Programs**. On behalf of OUSD, Designer/Builder shall prepare and submit to the applicable agencies all applications and documentation necessary for all available energy production incentives ("Incentive Funds"). This shall include actions necessary to ensure compliance with the Utility's (currently Pacific Gas & Electric) net metering program and all interconnection agreements and related documents for OUSD's participation and utilization of the benefits of that program. While Designer/Builder has extensive experience in assisting OUSD with procuring Incentive Funds for OUSD, Designer/Builder cannot guarantee that these

Incentive Funds will be received by OUSD. Procurement, or lack thereof, of these Incentive Funds will not alter the Contract Amount of this Contract, or payment timeline associated with standard progress invoicing and payments.

57. **RESPONSIBILITIES OF OUSD.**

57.1. OUSD shall examine the documents submitted by the Designer/Builder and shall render decisions promptly in order to avoid unreasonable delay in Designer/Builder's ability to complete its Services.

57.2. OUSD shall verbally or in writing advise Designer/Builder if OUSD becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in Designer/Builder's documents. Failure to provide such notice shall not relieve Designer/Builder of its responsibility therefore, if any.

57.3. OUSD personnel and/or its designated representatives shall coordinate with Designer/Builder as may be requested and desirable for the coordination or management of work related to the Project.

57.4. OUSD shall provide to Designer/Builder all relevant information in its possession regarding the Project that the Designer/Builder needs to perform its Services. OUSD shall provide this information and its decisions required under this Contract in a timely manner to avoid unreasonable delay in the Project.

58. **LIMITATIONS ON LIABILITY.**

58.1. Other than as provided in this Contract, OUSD's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract.

58.2. Notwithstanding any other provision of this Contract, in no event shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract.

58.3. OUSD shall not be responsible for any damage to persons or property as a result of the Designer/Builder's use, misuse or failure of any equipment used by Designer/Builder, or by its employees, even though such equipment be furnished or loaned to Designer/Builder by OUSD.

58.4. Whether any action or claim is based on warranty, contract, tort or otherwise, under no circumstances shall Designer/Builder's total liability arising out of or related to this Contract exceed the total amount paid by OUSD to Designer/Builder hereunder.

59. **OUTPUT GUARANTEE.** Designer/Builder hereby guarantees to OUSD guaranteed energy output from each System as indicated in the attached **Exhibit G** ("Output Guarantee"). The Output Guarantee is only excused by the terms of **Exhibit G** and shall not be excused by a failure of equipment, a failure of maintenance, operations, or repair, or any failed performance of Designer/Builder pursuant to its obligations under the Operations & Maintenance Agreement, attached hereto as **Exhibit B**. If Designer/Builder must exceed its obligations under the Operations & Maintenance Agreement to satisfy its obligations under the Output Guarantee, then the Designer/Builder shall take all necessary actions to satisfy the Output Guarantee, at no expense to OUSD.

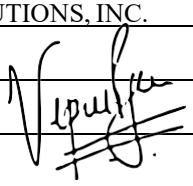
PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project..

Date: April 8, 2025

Proper Name of Designer/Builder: GRIDSCAPE SOLUTIONS, INC.

Signature: 

Print Name: Vipul Gore

Title: President & CEO

WORKERS' COMPENSATION CERTIFICATION

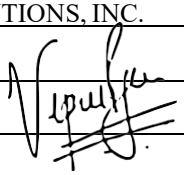
Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: April 8, 2025

Proper Name of Designer/Builder: GRIDSCAPE SOLUTIONS, INC.

Signature: 

Print Name: Vipul Gore

Title: President & CEO

(In accordance with Article 5 – commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of OUSD as follows:

That I am a representative of the Designer/Builder currently under contract ("Contract") with OUSD; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Designer/Builder.

1. **Education Code**. Designer/Builder certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

X The Designer/Builder has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Designer/Builder's employees and all of its subcontractors' employees who may have contact with OUSD pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Designer/Builder's employees and of all of its subcontractors' employees who may come in contact with OUSD pupils during the course and scope of the Contract is attached hereto; and/or

X Pursuant to Education Code section 45125.2, Designer/Builder has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Designer/Builder's employees and OUSD pupils at all times; and/or

X Pursuant to Education Code section 45125.2, Designer/Builder certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Designer/Builder who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Designer/Builder's employees and its subcontractors' employees is

Name: Gaurav Kumar

Title: Project Manager

_____ The Work on the Contract is at an unoccupied Site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with OUSD pupils.

2. **Megan's Law (Sex Offenders)**. I have verified and will continue to verify that the employees of Designer/Builder that will be on the Project site and the employees of the subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Designer/Builder's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with OUSD pupils regardless of whether they are designated as employees or acting as independent contractors of the Designer/Builder.

Date: April 8, 2025

Proper Name of Designer/Builder: GRIDSCAPE SOLUTIONS, INC.

Signature:

Print Name: Vipul Gore

Title: President & CEO

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. OUSD is not a "state agency" as defined in the applicable section(s) of the Government Code, but OUSD is a local agency and public school OUSD under California law and requires all contractors on OUSD projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2 Establishing a drug-free awareness program to inform employees about all of the following:

a. The dangers of drug abuse in the workplace.
b. The person's or organization's policy of maintaining a drug-free workplace.
c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
d. The penalties that may be imposed upon employees for drug abuse violations.

3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

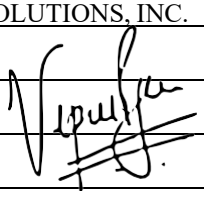
I understand that if OUSD determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all OUSD sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in OUSD property. OUSD property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on OUSD property. I acknowledge that I am aware of OUSD's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date: April 8, 2025

Proper Name of Designer/Builder: GRIDSCAPE SOLUTIONS, INC.

Signature: 

Print Name: Vipul Gore

Title: President & CEO

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Designer/Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Designer/Builder's work on the Project for OUSD.

Designer/Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

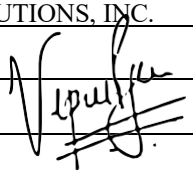
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at OUSD's determination. The costs of any such tests shall be paid by Designer/Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Designer/Builder's expense at no additional cost to OUSD.

Designer/Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: April 8, 2025

Proper Name of Designer/Builder: GRIDSCAPE SOLUTIONS, INC.

Signature: 

Print Name: Vipul Gore

Title: President & CEO

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Designer/Builder and its employees will be providing services for OUSD, and because the Designer/Builder's work may disturb lead-containing building materials, **DESIGNER/BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by OUSD. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by OUSD that all painted surfaces (interior as well as exterior) within OUSD contain some level of lead, it is imperative that the Designer/Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1).** Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through OUSD.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Designer/Builder shall provide OUSD with any sample results prior to beginning Work, during the Work, and after the completion of the Work. OUSD may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Designer/Builder.

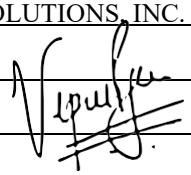
If failure to comply with these laws, rules, and regulations results in a Site or worker contamination, the Designer/Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless OUSD, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Designer/Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Designer/Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any Site within OUSD.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGNER/BUILDER.

Date: April 8, 2025

Proper Name of Designer/Builder: GRIDSCAPE SOLUTIONS, INC.

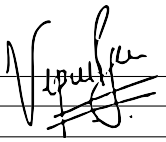
Signature: 

Print Name: Vipul Gore

Title: President & CEO

CONFLICT OF INTEREST CERTIFICATION

I, Vipul Gore, am the authorized representative of Gridscape Solutions, Inc. ("Designer/Builder"), which hereby certifies that no employee, officer, agent, consultant, or subcontractor of Designer/Builder has any financial interest or business relationship with the District, District's staff or any individual member of the District's governing board; nor does Designer/Builder have any actual knowledge or reason to know that any such District board member(s) or staff will obtain a financial interest or present or anticipated benefit from the agreement contemplated by this Project that would constitute a conflict of interest under California Public Contract Code section 10365.5; Government Code sections 1090 et seq. or 87100 et seq., pertaining to conflicts of interest in public contracting.

Date: April 8, 2025
Proper Name of Designer/Builder: GRIDSCAPE SOLUTIONS, INC.
Signature: 
Print Name: Vipul Gore
Title: President & CEO

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Designer/Builder shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Designer/Builder's Proposal is less than one million dollars ($1,000,000).

OR

☐ 2. Designer/Builder's Proposal is one million dollars ($1,000,000) or more, but Designer/Builder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PublicContract Code § 2203(b), and Designer/Builder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

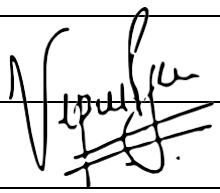
OR

☐ 3. Designer/Builder's Proposal is one million dollars ($1,000,000) or more, but the District has given prior written permission to Designer/Builder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Contract**.

I certify that I am duly authorized to legally bind the Designer/Builder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Designer/Builder: _____

Signature: 

Print Name: _____

Title: _____

END OF DOCUMENT

COMPLIANCE WITH CARB IN-USE OFF-ROAD DIESEL-FUELED FLEET REGULATIONS CERTIFICATION

As required by Title 13, California Code of Regulations, section 2449, the Bidder certifies subject to penalty for perjury that the option checked below regarding compliance with the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleet regulations is true and correct:

☐ Attached hereto are valid Certificates of Reported Compliance ("CRC") for our company and all listed subcontractors proposed for this project. We certify that all off-road diesel-fueled vehicles that will be operated are compliant with CARB regulations, and that no non-compliant vehicles will be used on this project.

or

☐ Attached hereto is a detailed statement of exemption, along with supporting documentation, for our company and/or certain listed subcontractors, claiming exemption under CARB regulations pursuant to section _____[state relevant section]. This statement includes the specific grounds for exemption and is signed by an authorized representative.

Certification Conditions:

We acknowledge that the failure to submit valid CRCs or adequate exemption documentation with this bid may render our bid non-responsive.

We agree to retain copies of all CRCs and/or exemption documentation for a period of three (3) years following the completion of the project and understand that we may be required to provide these records to CARB or the District upon five (5) calendar days' notice.

We understand that if any of the certifications or exemptions provided are found to be inaccurate or false, this may result in the rejection of our bid or, if awarded, termination of the contract and potential disqualification from future contracts.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature _____ Date

Name Title

Name of Firm

PERFORMANCE BOND
(100% of construction portion of the Contract Price)

(Note: Designer/Builder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("OUSD") and _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project" or "Contract")

which Contract is dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the _____ in the penal sum of _____ _____ DOLLARS ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and

- Pay to the _____ all damages the _____ incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship for one (1) year from the completion date of the work of this Contract, and shall indemnify and save harmless OUSD, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for one (1) year from the completion date of the work of this Contract, during which time Surety's obligation shall continue if Designer/Builder shall fail to make full, complete, and satisfactory repair, replace, and totally protect OUSD from loss or damage resulting from or caused by defective materials or faulty workmanship. Nothing herein shall limit OUSD's rights or the Designer/Builder's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15 during the bond term.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Designer/Builder's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: (_____) _____-_____

Fax No.: (_____) _____-_____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of construction portion of the Contract Price)

(Note: Designer/Builder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "OUSD") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20__, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and_____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ _____ Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

EXHIBIT A
SCOPE OF WORK

Article 1. DESIGN SERVICES

1.1. During the design and construction phases of the Project, Designer/Builder will meet with OUSD to review equipment, scope of work, and installation plans that relate to the design and construction of the Project.

1.2. During the course of the Work, and at least weekly, Designer/Builder will provide reports to the OUSD of the general status and progress of the Work.

1.3. **Scope, Responsibilities, and Services of Designer/Builder**

1.3.1. Designer/Builder shall provide Services that comply with professional architectural standards, recognized industry standards for professional skill and judgment and Applicable Law.

1.3.2. Designer/Builder acknowledges that all California school district's are now obligated to develop and implement storm water requirements. Designer/Builder is responsible for creation and implementation of a storm water pollution and prevention plan as required by law.

1.3.3. Designer/Builder shall contract for or employ at Designer/Builder's expense, consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone consultants as necessary, licensed as required by the State of California. Nothing in the foregoing procedure shall create any contractual relationship between OUSD and any consultant employed by the Designer/Builder under terms of this Contract.

1.3.4. OUSD has provided to Designer/Builder information and documentation as part of the Request for Proposals that OUSD currently has in its possession related to the Sites that it believes is relevant to the Project, including geotechnical reports, topographic surveys, and related items. If Designer/Builder determines that the information or documentation OUSD provided is insufficient for purposes of design or if Designer/Builder believes it needs additional information, such as a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; determinations of the location of all subsurface utilities; percolation tests; ground corrosion tests; resistivity tests; and/or tests for anticipating subsoil conditions, Designer/Builder shall procure those items, at its sole expense.

1.3.5. Designer/Builder shall coordinate with OUSD personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the OUSD for the design, coordination or management of other work on the Sites.

1.3.6. Designer/Builder shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies or their authorized agents, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school OUSD construction projects.

1.3.7. Designer/Builder shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project, if applicable.

1.3.8. Designer/Builder shall coordinate with the IOR.

1.3.9. Designer/Builder shall coordinate and schedule weekly project meetings from Notice to Proceed (NTP) through project closeout with all stakeholders. Designer/Builder shall maintain formal meeting minutes and agendas, submitted to the Owner prior to the next meeting for review. Designer/Builder shall maintain a detailed master project schedule and three-week look ahead. Master schedules and three-week look ahead schedules shall be distributed to all attendees the day prior to the next scheduled project meeting. Master project schedules shall be promptly provided to Owner upon request throughout the project life cycle. Frequency of meetings are allowed to change

upon the stakeholder availability and approval from OUSD.

1.3.10. Designer/Builder shall provide computer-generated pictures downloaded to computer files, updated as requested by the OUSD, that the OUSD may use on its website. Pictures shall be limited to Designer/Builder's Project scope.

1.3.11. As part of the basic Services pursuant to this Contract, Designer/Builder is NOT responsible for the following, however, it shall coordinate and integrate its work with any of the following information and/or services provided by OUSD:

1.3.11.1. Ground contamination or hazardous material analysis.

1.3.11.2. Any asbestos and/or lead testing, design or abatement.

1.3.11.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Designer/Builder agrees to coordinate its work with that of any CEQA consultants retained by OUSD to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the OUSD into the Project design at no additional cost to the OUSD. If OUDS and/or its CEQA consultant does not provide mitigation measures to the Designer/Builder when reasonably required for incorporation into the Project design, Designer/Builder may invoice the OUSD for the work required to incorporate those mitigation measures as Extra Services.

1.3.11.4. Historical significance report.

1.3.11.5. Re-zoning. It is assumed that the proposed locations are zoned for solar electric installations and no delays will occur due to zoning issues.

1.3.11.6. Easement adjustments. It is assumed that no roads, bridges, utility power lines, local CC&R's, etc, will be of such a nature as to disrupt the solar installation and no delays will occur due to easement issues.

1.4. **Designer/Builder Staff**

1.4.1. Designer/Builder has been selected to perform the Services herein because of the skills and expertise of key individuals.

1.4.2. Designer/Builder shall not change any of the key personnel without prior written approval by OUSD, unless said personnel cease to be employed by Designer/Builder. In either case, OUSD shall be allowed to interview and approve replacement personnel. Such approval shall not be unreasonably withheld.

1.4.3. If any designated lead or key person fails to perform to the reasonable satisfaction of the OUSD, then upon written notice the Designer/Builder shall have five (5) days to remove that person from the Project and replace that person with one reasonably acceptable to OUSD.

1.4.4. Designer/Builder shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

1.5. **Ownership Of Data**

1.5.1. Pursuant to Education Code section 17316, this Contract creates a non-exclusive and perpetual license for OUSD to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Designer/Builder or its consultants, prepares or causes to be prepared pursuant to this Contract, limited to the Work.

1.5.2. Designer/Builder retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Designer/Builder or its consultants prepares or causes to be prepared pursuant to this Contract. Designer/Builder shall perform the Services and prepare all documents under this Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. Designer/Builder shall deliver to OUSD on request, the tape, "thumb" drive, and/or compact disc

format and compatible with AutoCAD 2010 (not .pdf). As to any drawings that Designer/Builder provides in a CADD file format, OUSD acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that OUSD should rely on hard copies of all documents.

1.5.3. In order to document exactly what CADD information was given to the OUSD, Designer/Builder and OUSD shall each sign a "hard" copy of reproducible documents that depict the information at the time Designer/Builder produces the CADD information. OUSD agrees to release Designer/Builder from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Designer/Builder or Consultant(s) subsequent to it being given to the OUSD.

1.5.4. Following the termination of this Contract, for any reason whatsoever, Designer/Builder shall promptly deliver to the OUSD upon written request the following items (hereinafter "Instruments of Service") in electronic format (Microsoft Word), unless otherwise indicated, assuming OUSD has made all payments to Designer/Builder as required by the termination provisions in this Contract.

1.5.4.1. One set of this Contract, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

1.5.4.2. One set of fixed image CADD files in DXF format of the drawings that are part of this Contract.

1.5.4.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.

1.5.4.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Designer/Builder under this Contract.

1.5.5. In the event OUSD changes or uses any fully or partially completed documents without Designer/Builder's knowledge and participation, OUSD agrees to release Designer/Builder of responsibility for such changes, and shall indemnify, defend and hold Designer/Builder harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Designer/Builder is found to be liable in a forum of competent jurisdiction. In the event OUSD uses any fully or partially completed documents without the Designer/Builder's full involvement, the OUSD shall remove all title blocks and other information that might identify the Designer/Builder and the Designer/Builder's consultants.

1.6. **Certificate Of Designer/Builder**

1.6.1. Designer/Builder certifies that the Designer/Builder is properly certified and licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

Article 2. DESIGN SERVICES BY PHASE

2.1. **Early Design Phase(s).** Designer/Builder agrees to provide the Services described below:

2.1.1. Designer/Builder shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Designer/Builder under this Contract as well as coordination with all master plans, studies, reports and other information provided by OUSD. Designer/Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

2.1.2. OUSD shall provide all information in its possession to the extent the information relates to Designer/Builder's scope of Work. This information shall include, if available,

2.1.2.1. Physical characteristics;

2.1.2.2. Legal limitations and utility locations for the Sites;

2.1.2.3. Written legal description(s) of the Sites;

2.1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

2.1.2.5. Adjacent drainage;

2.1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Sites;

2.1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

2.1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

2.1.2.9. Surveys, reports, as-built drawings;

2.1.2.10. Subsoil data, chemical data, and other data logs of borings; and

2.1.2.11. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of Work.

2.1.3. Designer/Builder shall visually verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the OUSD. "Visually verify" means to verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

2.2. **Design Development Phase.** Designer/Builder shall prepare for OUSD's review a design report, containing the following items if applicable to the Project scope, as follows:

2.2.1. Prepare and review with OUSD staff a scope of work list and work plan identifying specific tasks including, but not limited to: concepts and schematic design preparation and estimating that are part of the Work of the Project. Also identified will be specific task responsibilities of the Designer/Builder, required completion times necessary for the review and approval by the OUSD and by pertinent regulatory agencies and additional definition of deliverables.

2.2.2. Solar structure layout and electrical vehicle (EV) charging stations at the Sites.

2.2.3. **Structural**

2.2.3.1. Structural drawing with all major members located and sized.

2.2.3.2. Layout structural and identify structural systems.

2.2.3.3. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

2.2.4. **Landscape and Hardscape**

2.2.4.1. Designer/Builder shall identify trees to be removed within the construction area. Designer/Builder is responsible for tree removal in the designated parking canopies/shade structure locations as depicted in the DSA Pre-Approved Plans. Designer/Builder shall assist OUSD in identifying other trees the OUSD may be required to remove to prevent shading that would potentially impact power generation of the System(s) in areas outside the construction area. OUSD will remove or maintain trees/shrubs if required to prevent shading that will impact power generation of the Systems in areas outside the construction area. Designer/Builder is not responsible for Site landscaping.

2.2.4.2. Landscape and hardscape plans, as necessary to return the Sites to presentable condition for each Site for areas under and around each new structure, fencing, and parking lot areas.

2.2.5. **Other**

2.2.5.1. Design/Builder shall provide recommendations for scheduling and phasing of construction.

2.2.5.2. Design/Builder shall provide updated energy system performance modeling and operational/functional descriptions for the energy systems.

2.2.6. **Presentation**

2.2.6.1. Designer/Builder shall present and review with the OUSD the detailed design information and deliverables for this phase.

2.3. **Construction Documents Phase.** Upon OUSD's acceptance of Designer/Builder's work in the design phase and assuming OUSD has not delayed or terminated this Contract, Designer/Builder shall prepare from the accepted deliverables from the previous design phase of the Project a set of 100% complete construction documents for submission to DSA and for review by the OUSD, and which will consist of the following for each proposed System within Designer/Builder's scope of Work:

2.3.1. **Electrical**

2.3.1.1. Completed electrical drawings.

2.3.2. **Architectural**

2.3.2.1. Completed site plan.

2.3.2.2. Completed architectural details.

2.3.2.3. Completed Site utility plans.

2.3.2.4. Completed fixed equipment details and identification.

2.3.3. **Structural**

2.3.3.1. Completed structural calculations.

2.3.4. **Mechanical**

2.3.4.1. Completed energy production calculations and report.

2.3.5. **Landscape and Hardscape**

2.3.5.1. Completed landscape and hardscape plans for each Site in construction areas and where appropriate for areas under and around each new structure, fencing, and parking lot areas as necessary to return the Sites to practical, presentable and functional condition(s), consistent with the surrounding area. This includes, unless inappropriate, paving where surrounding areas are paved and planting where surrounding areas have planting, excluding replanting of trees removed to allow construction of the System.

2.3.5.2. Trees within the construction area will be identified for Designer/Builder removal.

2.3.5.3. Designer/Builder is not responsible for Site landscaping (e.g. plant restoration or long term weed abatement). Beyond simple re-routing for photovoltaic shade structures/parking canopies foundation installation, irrigation work is the responsibility of the OUSD.

2.3.6. **Deliverables and Numbers of Copies**

2.3.6.1. Designer/Builder shall provide to the OUSD a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

2.3.6.1.1. Five copies of reproducible copies of working drawings;

2.3.6.1.2. Two copies of engineering calculations;

2.3.6.1.3. Two copies of statement of requirements for testing and inspection of service for compliance with applicable codes; and

2.3.6.1.4. Two copies of the DSA file including all correspondence, meeting, back check comments, checklists to date.

2.3.7. **Record Drawings.** During construction, Designer/Builder shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the OUSD. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Builts, sketches, details, and clarifications. The Designer/Builder shall deliver the Record Drawings to OUSD at completion of the construction and it shall be a condition precedent to the OUSD's approval of the Designer/Builder's final payment.

2.3.8. **O&M Manuals / Warranties.** Designer/Builder shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. The Designer/Builder shall deliver the O&M Manuals / Warranties to the OUSD at completion of the construction and it shall be a condition precedent to the OUSD's approval of the Designer/Builder's final payment.

Article 3. DESCRIPTION OF WORK AND SERVICES BY SCOPE

3.1. **General.** Designer/Builder shall design, install, and construct the Work at the Sites. All Systems located at school sites shall be installed to conform to National Electric Code, DSA requirements, PG&E interconnection agreements, City and County access requirements, and incentives under the California Solar Initiative (CSI). Systems located at the OUSD's M&O facility and Administrative Offices do not require DSA approval. Designer/Builder's Work shall include:

3.1.1. Meetings and discussions as needed with DSA, Fire Department, PG&E and others as needed to achieve project approval.

3.1.2. Installation of solar parking canopies in parking areas and solar shade structures. Parking canopies and shade structures shall be limited to the areas generally indicated in the areas shown in **Exhibit F,** unless changes to locations are mutually agreed upon by the OUSD and Designer/Builder.

3.1.3. Installation of electrical equipment pad and utility tie-ins shall be limited to the areas generally indicated on the site plans provided in **Exhibit F,** unless changes to locations are mutually agreed upon by the OUSD and Designer/Builder. To the extent practical, the selection of the final location will consider methods to block the view of the electrical equipment from offsite public areas.

3.1.4. Installation of EV charging stations and corresponding EV supply equipment (EVSE).

3.1.5. Management of submitted interconnection agreements with Utility to maintain Net Energy Metering (NEM) 2.0.

Article 4. ASSUMPTIONS AND CONDITIONS

4.1. The scope of Work, Contract Price, and Project Schedule described in this Contract are based upon the assumptions and conditions described in this section and taken from the Request For Proposal ("RFP"). Should changes to these assumptions and conditions take place, Contract Price and Project Schedule adjustments will be agreed upon by both Parties through the Change Order process, as described in Section 7 of this Contract.

4.2. **General**

4.2.1. Designer/Builder assumes standard working hours (7 am – 5 pm, Monday-Friday).

4.2.2. Designer/Builder assumes standard weather patterns and site conditions for planning the project schedule. Instances of excessive climate, weather (greater than the most adverse conditions in the last 3 years) or natural disasters may result in delays and or unplanned costs (i.e. additional labor, shipping, storage, and logistics costs) which will be the responsibility of the OUSD.

4.2.3. Any taxes or fees, other than sales tax, are excluded. Sales tax rate assumed to be 9.25%.

4.3. **Design**

4.3.1. OUSD will provide uninhibited access to OUSD as-built and individual school site record documentation, including electronic files, such as AutoCAD files. OUSD will provide a

comprehensive, relatively current, topographic mapping in electronic AutoCAD format for each Site for use in schematic and constriction document and design development.

4.3.2. Tree removal at the designated parking canopies/shade structure locations is the responsibility of the Designer/Builder.

4.4. **Electrical**

4.4.1. Designer/Builder assumes there is no additional OUSD-side protection or disconnects required by the OUSD or utilities above that provided by the certified inverters.

4.4.2. Designer/Builder assumes electrical equipment such as the inverter and AC utility lockable disconnect will be installed on the ground with a standard Designer/Builder service concrete pad, located in close proximity to the shade structure/parking canopy support structures and within a maximum number of feet of the proposed electrical tie-in location as shown in **Exhibit F**.

4.4.3. Designer/Builders will use standard dig trenching, without issues related to underground utilities. Designer/Builder will use EMT conduit with rain-tight compression fittings for above ground installations and schedule 40 PVC conduit for below ground installations. Special requirements for concrete encased duct banks, concrete capped duct banks, or slurry are the responsibility of the OUSD.

4.4.4. Designer/Builder has allowed for fifty (50) lineal feet (LF) of trenching for DC conductors from individual parking canopies/shade structure to local array inverter/electrical equipment housekeeping pad.

4.4.5. All utility-owned electrical equipment serving the campuses have adequate capacity to handle the photovoltaic system output.

4.4.6. Designer/Builder will use a cellular modem for communication with a third party monitoring company. All other communication and low voltage infrastructure is the responsibility of the OUSD.

4.4.7. Energy Management System Integration or similar control or SCADA system integrations to the new photovoltaic array(s) is the responsibility of the OUSD.

4.4.8. Contractor to install spare conduits with rated pull tape/strings and terminations at each site as follows:

4.4.8.1. Data. At all canopies: (1) x 1.5-in conduits from nearest existing data connection to each canopy.

4.4.8.2. EVSE. At all carport canopies, in addition to data spares, (1) x 3-in conduit for future EV charging, including additional spares if needed for accessibility purposes, from the main service to carport canopy locations.

4.4.9. All parking lot light standards in direct conflict with installation of photovoltaic shade structures/parking canopies can be removed. Those existing lighting circuits can be re-used for photovoltaic shade structures/parking canopies lighting system and that those existing circuits have ample current carrying capacity to provide required lighting at shade structures/parking canopies. New lighting circuit installation beyond the areas where Systems will be installed as shown in **Exhibit F** and any required timing circuit reconfiguration is the responsibility of the OUSD. Lighting design and/or installation beyond the photovoltaic shade structures/parking canopies is the responsibility of the OUSD.

4.5. **Foundations and Equipment Pads**

4.5.1. Electrical equipment and equipment housekeeping pad shade structures/canopies are excluded from the Designer/Builder's scope of Work, unless electrical equipment and equipment housekeeping pads are located under photovoltaic shade structure/canopy (in which case the photovoltaic shade structure/canopy shall act as the equipment shelter).

4.5.2. Five-sided Galvanized Chain Link electrical equipment pads/enclosures will be installed by Designer/Builder. All enclosures are to be fitted with vinyl slats of sufficient length and width to

obscure all interior equipment/hardware.

4.5.3. Photovoltaic shade structures/parking canopies will utilize a 36" round caisson approximately 3 feet above grade and approximately 10 feet below grade, for parking lot conditions and 36" round caisson, 10 feet deep and flush with asphalt finish grade in hard-court areas.

4.5.4. Assumed soil characteristics:

4.5.4.1. IBC or UBC Table 18-I-A, Class 3 equivalent

4.5.4.2. Non-hazardous, sandy gravel and/or gravel

4.5.4.3. Allowable foundation pressure of 2,000 (psf) 2

4.5.4.4. Lateral Bearing strength below grade equal to 200 (Lbs./Sq.Ft./Ft. of depth

4.5.4.5. Lateral sliding coefficient is equal to .35

4.5.4.6. No sub-grade rocks or rock formations

4.5.4.7. Adequate drainage

4.5.4.8. No to low seismic conditions

4.5.4.9. Limited expansiveness

4.5.4.10. Low to moderate corrosivity

4.5.4.11. Depth to start of passive pressure is 0.5 feet

4.6. **Structures**

4.6.1. Painting of steel photovoltaic shade structure/canopy support structures is the responsibility of Designer/Builder. All other painting of equipment, special signage, decals, or protective barriers is excluded. All metal materials are either factory-finished or non-corrosive and will not need painting for weather protection.

4.6.2. Shade structures/parking canopies will provide 12-foot minimum clearance for parking and hard-court areas, unless otherwise noted.

4.6.3. All structural members and racking installed outdoors shall be hot dipped galvanized steel.

4.6.3.1. All galvanized structural components shall be hot-dipped galvanized in compliance with ASTM 123.

4.6.3.2. All purlin framing members shall meet ASTM A653, minimum G90. If structure is in close proximity to a marine environment (within 5 miles), G120 or higher shall be used per Engineer/Architect of Record's specification.

4.6.3.3. Field cuts of galvanized materials shall be kept to a minimum. All galvanized materials cut during construction shall be field coated with a long-lasting rust inhibiting coating, color matched and intended for coating hot-dipped galvanized metal in outdoor settings.

4.6.3.4. All canopy bolts, nuts and washers, unless otherwise noted, shall be hot dip galvanized or stainless steel.

4.7. **Site**

4.7.1. Special drainage requirements and/or drainage design and interconnection to OUSD's existing storm drain system or any other storm drain discharge system is excluded.

4.7.2. Requirements for accessibility upgrades and accessibility design beyond the confines of the photovoltaic shade structure/parking canopy structures are excluded.

4.7.3. Architectural enhancements to the photovoltaic shade structure/parking canopy structures are excluded.

4.7.4. It is assumed that modifications and/or reconfiguration of the existing parking lots will not be

required to accommodate installation of the Systems as shown in **Exhibit F**.

4.7.5. A maximum of two (2) fire hydrant flow tests per campus to evaluate adequate fire flow rate of campus for Contra Costa County Fire Protection OUSD design review is assumed.

4.8. **PG&E Requirements.** Designer/Builder shall ensure that all of the Work, as required, complies with all NEM 2.0 requirements, including the metering and monitoring requirements, outlined in the PG&E Greenbook.

4.9. **Permitting and Regulatory Approvals**

4.9.1. Designer/Builder, its designers and contractors shall provide documentation required for all approvals by DSA.

4.9.2. Designer/Builder shall notify the OUSD and the IOR of required inspections and shall provide reasonable access and accommodations for inspections.

4.9.3. Schedule assumes 45 Business Days for approvals by the DSA in the Project Schedule. Designer/Builder shall not be responsible for construction delays caused by permit and approval requirements outside of its control, and where submissions appropriate.

4.9.4. It is assumed that the Sites are zoned for solar electric installation per Designer/Builder's design requirements and will not have to be re-zoned. Designer/Builder assumes that there will be no issues with any easements (such as roads), right-of-ways, bridges, utility power lines.

4.9.5. All Sites have a max wind speed 85mph 3 sec wind gust.

4.9.6. Special permits, approval requirements, monitoring, compliance requirements, fees and certifications (such as CEQA applications, environmental impact report, wetlands delineation, water quality, archeological, endangered species, water rights, mineral rights, etc.) are the responsibility of OSUD.

4.10. **Monitoring**

4.10.1. Contractor shall provide the following monitoring instrumentation:

4.10.1.1. PRODUCTION METER – A solar PV system production meter measuring the output of the solar array on a minimum 15-minute interval.

4.10.1.2. CONSUMPTION METER - A separate consumption meters shall be provided for each utility account on a minimum 15-minute reporting interval. Consumption meters shall be synced with PV meter production intervals. Consumption metering shall provide for clear disaggregation of PV production and site consumption.

4.10.1.3. WEATHER STATION - A weather station shall be provided at all sites. The station shall provide at a minimum: solar irradiation (coplanar and horizontal), ambient temperature and any other data relevant to weather correction of solar PV system performance.

4.10.2. Designer/Builder shall install the data acquisition system, which provides access by unlimited individuals to data, which shall include options for display of daily energy generation by Site, and system-check features. This will include a system that will monitor and log the Entire System performance on a daily basis by Site. This information can be reviewed on a daily basis by OUSD personnel. This information can be used to establish an operational baseline operation. Following is a detailed description of the Monitoring requirements:

4.10.2.1. Electricity generation monitoring reports

4.10.2.2. Communication with a third party monitoring company to be provided via cellular modem.

4.10.2.3. Solar PV production in 15-min reporting intervals.

4.10.2.4. Energy consumption in 15-min reporting intervals.

4.10.2.5. Weather data in 15-min reporting intervals

4.10.2.6. Varying levels of summary data, including daily, weekly, monthly and yearly intervals.

4.10.2.7. A minimum of 1-year of 15-min interval data shall be downloadable in a single instance.

4.10.2.8. System electrical functions (instantaneous and accumulated power output (kW and kWh), AC and DC system voltage and amperage, and peak value tracking with associated time stamps).

4.10.2.9. Pounds of CO2 emissions avoided from the generation of PV energy at the site (compared to local utility fuel mix electric carbon content). CO2 avoidance factor shall be readily customizable for the local utility.

4.10.2.10. Capable of outputting data in the Western Renewable Energy Generation Information System (WREGIS) format sufficient for registering Renewable Energy Credits (RECs) from each system.

4.10.2.11. Lifetime logging and access to data reported by DAS, including database-level, "unprocessed" data for lifetime of system operation.

4.10.2.12. DAS shall provide access to all data through an open data exchange protocol (FTP Push or Application Program Interface (API)) to Owner and Owner's Third-Party Designee at no additional cost. This data shall, at a minimum, include PV production data, energy consumption data, inverter production data, inverter AC power data, inverter current data, inverter voltage data, weather station and/or satellite data, weather-adjusted expected production data, and alarm status readings. All data shall be available over multiple timescales, ranging from 15-min intervals to annual intervals and shall include both real-time and historic data.

4.11. **Protection Of Existing Structures And Utilities**

4.11.1. The Sites have above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Designer/Builder shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Designer/Builder's expense and made to the OUSD's satisfaction.

4.11.2. Designer/Builder shall be alert to the possibility of the existence of additional structures and utilities. If Designer/Builder encounters additional structures and utilities, Designer/Builder will immediately report to the OUSD for disposition of same as indicated in the General Conditions.

4.11.3. Designer/Builder shall conduct an engineering evaluation to determine whether any undergrounding power lines will create the potential for electrolytic corrosion of any other underground utilities near such power lines. Where the potential for electrolytic corrosion exists, Designer/Builder shall also design and install (1) a cathodic protection system to protect such utilities or (2) another protection system approved by the OUSD.

4.12. **Site Access**

4.12.1. Designer/Builder assumes there will be no issues with regard to access to on-site water and power as available for construction at no charge to Designer/Builder. Designer/Builder assumes use of an onsite fire hydrant for water supply during construction.

4.12.2. Removal and disposal of any existing hazardous waste materials, contaminated soils, or any other unforeseen site conditions that require special handling are excluded as part of this proposal. Changes to design or construction as a result of utilities and or hazards, underground or above ground, or any undocumented building upgrades are excluded from this proposal.

4.12.3. Re-striping of the parking lot/hard-court areas, unless specifically related to the construction of the shade structure/parking canopies, is the responsibility of OUSD.

4.12.4. Designer/Builder assumes no new fire hydrants and/or water connections are required for installation of the photovoltaic shade structures/parking canopies.

4.12.5. Designer/Builder assumes site access for construction activities and deliveries during all hours of the week. Exclusive of local ordinances, OUSD shall not restrict access to construction site during standard working hours (7 am – 5 pm, Monday-Friday).

4.12.6. Designer/Builder assumes existing roads can handle all required construction equipment such as drilling rigs, concrete trucks, delivery trucks, cranes, other lifting equipment, etc. Access road construction is the responsibility of the OUSD.

4.12.7. OUSD and Designer/Builder shall provide 24/7 unrestricted access to existing electric utility meter and the utility lockable disconnect location.

4.12.8. OUSD to permit use of a temporary diesel generator onsite during construction activities, subject to local ordinances.

4.13. **Specific measures include:**

4.13.1. **All Sites**

4.13.1.1. Written Designer/Builder Safety Plans, signs and temporary fencing as needed;

4.13.1.2. Engineering and stamped drawings for OUSD and DSA approval;

4.13.1.3. Layout drawings for Fire Department review;

4.13.1.4. Single line and electrical drawings for Pacific Gas & Electric;

4.13.1.5. Assistance with incentive forms and submission requirements;

4.13.1.6. Installation of Panels per approved design;

4.13.1.7. All DC and AC disconnects as required by code;

4.13.1.8. Combiner boxes as required;

4.13.1.9. All connectors and wire;

4.13.1.10. All necessary inverters per approved design;

4.13.1.11. Transformer and metering section as required;

4.13.1.12. Design, provide and set concrete pad(s); and

4.13.1.13. OUSD requirements for concrete encased duct banks, concrete capped duct banks, or slurry are excluded.

4.13.2. **Safety/Security Features including:**

4.13.2.1. Galvanized chain link fencing 6' tall with wire mesh fabric for perimeter security fencing around electrical equipment pad.

4.13.2.2. Protective bollards and overhead “low ceiling” signs as needed.

4.13.2.3. Excavation, trenching, compaction and concrete or brick replacement with materials in kind. Standard dig trenching based on use of EMT conduit with rain-tight compression fittings for above ground installations and schedule 40 PVC conduit for below ground installations.

4.13.2.4. On-line connection(s) that can receive all information on power generation including, without limitation, daily power generation, cumulative generation, and historical daily generation.

4.13.2.5. Signage as required by PG&E.

4.13.2.6. Installation of structures, panels, wiring and trenching for ground-mounted solar shade structures.

4.13.2.6.1. Support structures will utilize a foundation of 36” round caisson approximately 3 feet above grade and approximately 10 feet below grade Architectural

enhancements to the PV array support structures are not included in this Contract.

4.13.2.6.2. Structures to be constructed with a minimum clearance of 9 feet for parking canopies. This Contract assumes all carport structures to be constructed in a single phase where possible with no phased scheduling to accommodate special parking provisions.

4.13.2.6.3. Solar structures constructed to withstand site max wind speed 85mph 3 sec wind gust, unless otherwise required by DSA.

4.13.2.7. Painting of structural steel and associated hardware components is the responsibility of Designer/Builder.

4.13.2.8. Pass through manufacturer warranties as indicated in **Exhibit H**.

4.13.3. The Designer/Builder shall not be obligated to perform the following:

4.13.3.1. Electrical Equipment Shade Structures (canopies).

4.13.3.2. Painting of equipment or special signage. Protective barriers and safety decals are included as required to provide a safe and complete Project.

4.13.3.3. Re-striping of the parking lots other than as required due to PV installation.

4.13.3.4. Energy Management System integration or similar control or SCADA system integrations to the new elevated PV array and electrical equipment.

4.13.3.5. Non-standard trenching, such as special requirements for concrete encased duct banks, concrete capped duct banks, or slurry, unless required by applicable codes or statutes.

4.13.3.6. Upgrade of any utility-owned electrical equipment serving the Systems.

4.13.3.7. Acquire special permits or certifications or pay special permit fees, pertaining to any such as environmental impact report, wetlands delineation, water quality, archeological, endangered species, water rights, mineral rights, etc.

4.13.3.8. Construct for special drainage requirements and/or drainage design and interconnection to OUSD's existing storm drain system or any other storm drain discharge system

4.13.3.9. Accessibility upgrades and accessibility design that does not relate to the PV array support structures, the parking lots, the surrounding areas, or the access to the same.

4.14. **Commissioning**

4.14.1. **Summary**

4.14.1.1. Commissioning is a process for validating and documenting that the Systems are constructed and perform in conformity with this Contract.

4.14.1.2. The objective of the commissioning process is to verify that the performance of the Systems meet or exceed the design intent.

4.14.1.3. Commissioning includes special System start-up processes used to bring each System to a fully operational state, free of deficiencies in an efficient and timely manner

4.14.1.4. Training on related System and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and each System has achieved System acceptance.

4.14.2. **Description**

4.14.2.1. Designer/Builder Startup: prior to OUSD's acceptance of Work, Designer/Builder shall perform a program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.

4.14.2.1.1. The OUSD and the IOR shall be present to observe, inspect and identify

deficiencies in Building Systems Operations.

4.14.2.2. The completion of startup means the entire Project including startup and fine tuning has been performed to the requirements of the Contract and is verified in writing by the OUSD and the IOR.

4.14.2.3. Fine Tuning: Fine tuning is the responsibility of Designer/Builder after OUSD's beneficial use and ending one year after OUSD's beneficial use. During this time the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.

4.14.2.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.

4.14.2.3.2. Fine Tuning shall extend from date of OUSD occupancy to one year after occupancy.

4.14.3. **Definition of Terms for Exhibit A.**

4.14.3.1. Designer/Builder's Pre-Commissioning Checklists: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.

4.14.3.2. Installation Verification Process: Includes the on-site inspection and review of related System components for conformance to the Contract. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by OUSD and the IOR for future resolution.

4.14.3.3. Functional Performance Testing Process: Includes the documented testing of System parameters, under actual or simulated operating conditions. Final performance commissioning of the Systems will begin only after the appropriate Designer/Builder certifies that Systems are 100% complete and ready for functional testing. The contractors will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.

4.14.3.4. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by OUSD and the IOR. Deficiencies are defined as those issues where products execution or performance does not satisfy the Contract and/or the design intent.

4.14.4. **Commissioning Duties And Responsibilities**

4.14.4.1. Designer/Builder Duties and Responsibilities:

4.14.4.1.1. Assure the participation and cooperation of subcontractors and suppliers under their jurisdictions as required to complete the commissioning process.

4.14.4.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.

4.14.4.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of System readiness for performance testing is required.

4.14.4.1.4. Provide qualified representatives for the functional performance commissioning process.

4.14.4.2. Assure that all subcontractors and suppliers include in their respective contracts cost necessary to participate in and complete the commissioning process.

4.14.4.3. Duties and responsibilities of others for Commissioning: The commissioning process

requires the active participation of the OUSD and the IOR, and any other related Consultants on the project.

4.14.5. **Warranty**

4.14.5.1. One-year warranty with full wrap troubleshooting and repair of all work and equipment installed as part of the project to meet functional, operational and performance requirements. All work in the one-year period shall be at no cost to the Owner, except for damage or misuse by OUSD or others not under the control of the Designer/Builder.

4.14.5.2. All costs associated with fees for solar PV monitoring, including providing web-based access to monitoring data and cellular data fees for a minimum of 5 years. Detailed monitoring data, with minimum hourly timestep, shall be available via the web-based interface at all times during period.

4.14.5.3. All costs associated with fees for EV charging station monitoring and software, including providing web-based access to monitoring data and cellular data fees for a minimum of 5 years.

4.15. **Maintenance, Operations and Repair**. Designer/Builder shall perform all work and services as indicated in the Operations & Maintenance Agreement, attached hereto as **Exhibit B**.

ExhibitA-1
System Descriptions and Increments

1. Horace Mann - Work consists of installing (2) photovoltaic (PV) solar power arrays over an existing sport court (Per DSA IR l IB-9 Item 4B "Unrestricted access, no change in use"). Solar power system consists of equipment, lighting, PV monitoring, and metering communications and power interconnect to the utility grid.

2. Oakland Academy of Knowledge- Work consists of installing (1) photovoltaic (PV) solar power arrays over an existing sport court (Per DSA IR l IB-9 Item 4B "Unrestricted access, no change in use"). Solar power system consists of equipment, lighting, PV monitoring, and metering communications and power interconnect to the utility grid.

3. Madison Park Academy- Work consists of installing (3) photovoltaic (PV) solar power arrays over an existing hard court (Per DSA IR l IB-9 Item 4B "Unrestricted access, no change in use"). Solar power system consists of equipment, lighting, PV monitoring, and metering communications and power interconnect to the utility grid.

4. Stonehurst- Work consists of installing (3) photovoltaic (PV) solar power arrays over an existing field (Per DSA IR l IB-9 Item 4B "Unrestricted access, no change in use"). Solar power system consists of equipment, lighting, PV monitoring, and metering communications and power interconnect to the utility grid.

5. Laurel CDC - Project consists of installing seven (7) arrays of new rooftop solar photovoltaic modules, consisting of (156) modules total, at one (I) existing childhood development center building.

Exhibit B

Operations & Maintenance Agreement

This Operations and Maintenance Agreement (this "O&M Agreement") is made and entered into as of April 24, 2025 by and between **Oakland Unified School District** ("OUSD" or "Customer") and **GRIDSCAPE SOLUTIONS, INC.** ("Operator") (collectively, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Operator shall provide the services as described herein ("Services" or "Work") for a period of the Term as defined below.

Included in Scope of Services

I. **Operations & Maintenance Services**

A. Customer Service Support:
   i. Provide Technical support contact (24 hours per day, 7 days per week).
   ii. Support technicians specialized in remote troubleshooting and providing step-by-step diagnosis instructions.

B. Preventative Maintenance, Inspections & Testing:
   i. Array
      1. Inspect photovoltaic (PV) modules for damage, discoloration or de-lamination.
      2. Inspect PV module leads and connections for stress and deterioration.
      3. Inspect mounting system for damage or corrosion.
      4. Spot check 25% of structural bolts for torque.
   ii. Inverter
      1. Clean all filters and fans. Remove all dust from cabinets.
      2. Inspect inverter pad and container.
      3. Tighten wire terminations inside inverter.
      4. All other preventive maintenance required by original equipment manufacturer (OEM) warranty.
   iii. Electrical Balance of System (BOS)
      1. Inspect ground braids, electrodes, and conductors for damage.
      2. Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects.
      3. Test and record all circuits, open circuit voltage and short circuit current and repair any fault circuits.
      4. Inspection of all terminal connections for torque.
      5. Inspection and remedy of all enclosures for water tightness, oxidation, and rodent intrusion.
   iv. Meteorological Station (if present)
      1. Inspect weather measurement equipment for damage.
      2. Clean pyranometers and reference cells.
   v. Site Conditions
      1. Inspect drainage conditions.
      2. Inspect vegetation for array shading or fire hazards.
      3. Inspect safety conditions and proper signage.
   vi. Maintenance Reporting
      1. Record results of all inspections.
      2. Take photographs of any damage or defects identified.
      3. Inform Owner and warranty providers of all deficiencies identified.
      4. Provide Owner with recommendations for corrective action.
   vii. Sensor Calibration
      1. Every twenty-four (24) months, O&M Contractor will have the pyranometer

calibrated by the manufacturer of each sensor.
2. Field comparison of pyranometers and reference cells to calibrated sensor.
3. Adjust field sensor to within ±3% of calibrated sensor and record changed parameters.
4. O&M Contractor may replace pyranometers in lieu of field calibration.

viii. Vegetation Management without the use of any chemical agents
ix. Dust Removal from all electrical equipment

C. Module Cleaning
i. Minimum once per year, between May and September, targeted to maximize solar PV production during highest production months, or as needed to meet Performance Guarantee.
ii. No use of chemical agents allowed.
iii. Surface washing of all modules with deionized water.
iv. Pressure washer settings not to exceed 1,500 PSI or manufacturer's recommendation, whichever is less.
v. Before and after photographs shall be provided.

D. Corrective Maintenance includes:
i. On-site troubleshooting & diagnostics of all system components, including to maintain Contractor's warranty for the system.
ii. Inverter and Data Acquisition System resets.
iii. Processing and administration of original equipment manufacturer (OEM) warranty claims on behalf of Customer and verification of replaced equipment.
iv. Full scope repair and replacement of equipment throughout the EPC warranty term and any additional years where the Performance Guarantee Agreement is in effect.

II. **Monitoring & Performance Reporting**

A. Performance Monitoring Website:
i. Separate PV production and consumption meters to measure PV system production and on-site consumption of electricity (separate from net consumption).
ii. Customer website updated every 15 minutes with operational performance from the beginning of operation.
iii. Cellular data connection or other data connection maintained by the Contractor. System may not use Customer's internet connection.
iv. Internet-based monitoring and reporting portal with full data access to Customer, including weather parameters.
v. Synchronized clock intervals for all site meters, including production and consumption meter. Clock intervals shall be synchronized with utility meters where feasible.
vi. All site data must be able to be downloaded to Customer's computer in Microsoft Excel format.
vii. Customer will be provided with login credentials for use during the term of the O&M Agreement.

B. Daily Performance Monitoring and Notification:
i. Continuous monitoring of Customer's System via experienced solar monitoring technicians.
ii. Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) continuously monitored by O&M Contractor.
iii. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator.

C. Performance Review and Reports:
i. Actual vs. expected performance of the System for the period.
ii. Environmental benefits will be estimated and included.
iii. Weather adjustment calculations.
iv. Optional custom reports can be supplied, upon Customer request.
v. Review of the following System performance data with an O&M Contractor performance engineer and proposal of a recommended action plan where applicable:

1. Expected vs. Actual system production (kWh)
2. System Availability
3. Recoverable Degradation
4. Performance Index
5. Operation and Maintenance Records
6. Safety, Accidents and Environmental Reporting
7. Proposal of Recommended Actions

vi. Annual Performance Review Report provided to Customer within sixty (60) days of each anniversary of the Commercial Operation Date.

vii. Operation and Maintenance Records must be provided to Customer upon request.

III. **Performance Guarantee (PeGu)**

A. The following minimum Performance Guarantee shall be provided with the O&M contract.

B. Provider shall provide annual reporting of System performance on a site-by-site basis. Reporting shall include annual totals by site and true-up period totals clearly indicating performance under this agreement. Report shall be delivered within thirty (30) days of the COD anniversary.

C. If Performance Guarantee is weather-adjusted, weather adjustment calculations shall be clearly shown in annual reporting.

D. Overproduction credit may carry forward into subsequent years during each True-Up Term as indicated in the chart below. Overproduction credit shall not carry forward into subsequent True-Up Terms.

E. Adjustment of the annual guaranteed kWh site production for years where system performance at that site is less than anticipated due to factors outside of Provider's control.

F. Reimbursement for the full value of loss of energy production should guaranteed performance not be met. Duration covering the full Term of the O&M contract, including any extensions of the O&M Term.

G. Compensation for energy value loss is calculated as the kWh generated during the true-up period less the guaranteed true-up period production multiplied by the Guaranteed Energy Price for that true-up period. This calculation is meant to approximate energy avoided cost savings vs. purchasing electricity from the local electrical utility:

(Guaranteed Performance kWh – Actual Performance kWh) x Guaranteed Energy Price/kWh

H. Guaranteed Energy Price is the dollar value per kWh as calculated and shall be shown in the format of the table below:

True-Up Term	Guaranteed Energy Production (kWh)	Guaranteed Energy Price ($/kWh)
Year 1-3	2,472,388	$0.0530
Year 4-6	2,435,487	$0.0580
Year 7-9	2,399,137	$0.0633
Year 10-12	2,363,330	$0.0692
Year 13-15	2,328,057	$0.0756
Year 16-18	2,293,310	$0.0826
Year 18-20	1,509,826	$0.0877

I. For each year, Provider shall provide a "Guarantee Payment," based on the formula in section G above, no later than thirty (30) days after the end of each True-Up Term.

2. **Term**. Operator shall commence providing services under this O&M Agreement on the applicable System Acceptance Date and will diligently perform as required herein for an initial term of ten (10) years from that date (the "Initial Term"). District may in its discretion extend the term of this agreement for up to two (2) additional five-year extensions (each an "Extension Term") by giving written notice prior to the expiration of the Initial Term or the first Extension Term. The Initial Term and each Extension Term shall constitute the "Term" of this O&M Agreement. Documentation of the System Acceptance Date for each Site will be as noted on the first invoice submitted to Pacific Gas & Electric by the third party monitoring provider required pursuant to the CSI

Program and that initiates the CSI incentive payment process.

3. **Submittal of Documents**. The Operator shall not commence the Work under this O&M Agreement until the Operator has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

x	Signed O&M Agreement
x	Workers' Compensation Certification (in the form attached to the Contract)
x	Fingerprinting/Criminal Background Investigation Certification (in the form attached to the Contract)
x	Insurance Certificates and Endorsements
x	W-9 Form

4. **Compensation**. Compensation to Operator for the Work covered by the Scope of Services under this O&M Agreement shall be as follows:

Year of Term	Annual Fee	Annual Price Escalator
1	$31,408.00	1.02
2	$32,036.16	1.02
3	$32,676.88	1.02
4	$33,330.42	1.02
5	$33,997.03	1.02
6	$34,676.97	1.02
7	$35,370.51	1.02
8	$36,077.92	1.02
9	$36,799.48	1.02
10	$37,535.47	1.02
11	$38,286.18	1.02
12	$39,051.90	1.02
13	$39,832.94	1.02
14	$40,629.60	1.02
15	$41,442.19	1.02
16	$42,271.03	1.02
17	$43,116.45	1.02
18	$43,978.78	1.02
19	$44,858.36	1.02
20	$45,755.53	1.02

4.1. Payments may, at the District's option, be made in equal monthly installments, or the District prepay for services for the following year.

4.2. For services beyond the Scope of Services described above, Provider shall provide such services on a time and materials basis at reasonable hourly rates as agreed upon by the Parties. Payment for any Work that is beyond the Scope of Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Operator submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

4.3. Invoices furnished by Operator under this O&M Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

4.4. The granting of any payment by OUSD, or the receipt thereof by Operator, shall in no way lessen the liability of Operator to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this O&M Agreement, may be rejected by OUSD and in that case must be replaced by Operator without delay.

5. **Notice**. Any notice required or permitted to be given under this O&M Agreement shall be as indicated in the Contract.

6. **Termination**.

6.1. **Without Cause By OUSD**. OUSD may, at any time, with or without reason, terminate this O&M Agreement and compensate Operator only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by Operator. Notice shall be deemed given when received by the Operator or no later than three days after the day of mailing, whichever is sooner.

6.2. **With Cause By Operator**. If OUSD materially breaches this O&M Agreement, Operator may, upon thirty (30) days notice, with just cause based on that breach, terminate this O&M Agreement. Upon this termination, Operator shall reimburse OUSD an amount reasonably acceptable to OUSD so OUSD can procure the Services from other vendor(s) for the remainder of the Term, less any damages to Operator based on OUSD's material breach of this O&M Agreement. The Output Guarantee in the Contract shall remain in full force and effect if the Operator terminates OUSD pursuant to this subdivision, but the Operator retains the right to challenge the performance of subsequent vendor(s)' to properly maintain, operate, and repair the Systems (as defined in the Contract) if the Output Guarantee is not being met.

7. **Right to Hire**. If Operator fails to perform any of its material obligations ("a Material Breach") under this O&M Agreement, OUSD shall notify the Operator in writing, and if after 30 days upon receiving such notice Operator hasn't corrected the Material Breach, OUSD shall have the right to hire other contractor(s) to correct the Material Breach at the sole cost and expense of Operator, which Operator shall pay within thirty (30) days of OUSD's invoicing to Operator, provided that OUSD shall seek fair pricing when selecting such other contractors.

8. **Indemnification**. To the furthest extent permitted by California law, Operator shall defend, indemnify, and hold free and harmless OUSD, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this O&M Agreement. Operator shall not be required to defend or indemnify the indemnified parties for any active negligence or willful misconduct on the part of any indemnified party. OUSD shall have the right to accept or reject any legal representation that Operator proposes to defend the indemnified parties.

9. **Limitation on Liability**.

9.1. **CONSEQUENTIAL DAMAGES**. IN NO EVENT WILL OPERATOR OR ANY OF ITS AFFILIATES EMPLOYEES OR CONTRACTORS BE LIABLE TO OUSD OR ANY OF ITS AFFILIATES OR EMPLOYEES OR TO ANY THIRD PARTY FOR (I) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THIS O&M AGREEMENT OR (II) FOR ANY OTHER REASON, EVEN IF OUSD ADVISES OPERATOR OF THE POSSIBILITY OF THIS LOSS OR DAMAGE.

9.2. **LIABILITY CAP**. IN NO EVENT SHALL OPERATOR'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT IN ANY GIVEN YEAR EXCEED THE AGGREGATE AMOUNT PAID UNDER THE CONTRACT FOR THE O&M SERVICES UNDER THIS O&M AGREEMENT.

10. **Insurance**. The Operator shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. OUSD has the right from time to time to require that such insurance limits be increased to reasonably reflect increased liability costs.

10.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Auto Automobile Liability Insurance that protects the Operator, OUSD, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical

payments arising from performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by OUSD.)

10.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, the Operator shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this O&M Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

10.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Operator's profession.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 2,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 2,000,000

10.4. Proof of Insurance. The Operator shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to OUSD and approved by OUSD. Certificates and insurance policies shall include the following:

10.4.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to OUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

10.4.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

10.4.3 An endorsement stating that OUSD and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Operator's insurance policies shall be primary to any insurance or self-insurance maintained by OUSD.

10.4.4 All policies shall be written on an occurrence form.

10.5. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to OUSD

11. **Assignment / Subcontracting**. Operator may subcontract the Work of this O&M Agreement or any part of it only upon prior written approval of OUSD, which shall not be unreasonably withheld. Neither party shall, on the basis of this O&M Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

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

13. **Certificates/Permits/Licenses**. Operator and all Operator's employees or agents shall secure and maintain in force all certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this O&M Agreement.

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

15. **Drug-Free / Smoke Free Policy**. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, consultants or contractors are to use drugs on the Sites.

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

17. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Contract prior to Operator's performing of any portion of the Services.

18. **No Rights In Third Parties.** This O&M Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

20. **Conflict of Interest.** Through its execution of this O&M Agreement, Operator acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Operator receives any information subsequent to execution of this O&M Agreement, which might constitute a violation of said provisions, Operator agrees it shall notify OUSD of this information.

21. **Integration/Entire Agreement of Parties**. This O&M Agreement constitutes the entire agreement between the Parties related to the Work of this O&M Agreement and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This O&M Agreement may be amended or modified only by a written instrument executed by both Parties.

22. **California Law**. This O&M Agreement shall be governed by and the rights, duties and obligations of the Parties

shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this O&M Agreement shall be maintained in the county in which OUSD's administrative offices are located. Notwithstanding the foregoing, either Party may bring or oppose a motion to transfer venue pursuant to Code of Civil Procedure section 394.

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

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

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

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

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

28. **Calculation of Time.** For the purposes of this O&M Agreement, "days" refers to calendar days unless otherwise specified.

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

30. **Counterparts.** This O&M Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

31. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this O&M Agreement on the date indicated below.

Dated: _____, 20___

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Print Name: _____
Print Title: _____

Dated: April 8, 2025

GRIDSCAPE SOLUTIONS, INC.

By: _____
Print Name: Vipul Gore
Print Title: President & CEO

Approved as to form:

James Traber
_____
OUSD Counsel

Exhibit C

PROJECT SCHEDULE

The Contractor shall achieve Substantial Completion for all Sites by March 31, 2026. Gridscape shall submit a critical path schedule for each site for the District's approval within ten days of the District issuing a Notice to Proceed.

EXHIBIT D

The Contractor shall provide a schedule of value for each site for the District's approval within ten days of the issuance of an NTP.

EXHIBIT E

OUSD'S RULES AND REGULATIONS

1. **Access**. Access to the school grounds and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with OUSD and onsite OUSD personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session, 7:00 am until 10:00 pm during days when school is in session. The custodian will be available from 7:00 am until 3:30 pm during scheduled school recesses (e.g., winter, spring and summer). If a custodian is required to arrive before 7:00 am or leave after 10:00 pm on those days when school is in session or after 3:30 pm during a scheduled recess period to accommodate Designer/Builder's Work, the overtime wages and benefits will be paid by the Designer/Builder unless, at the discretion of OUSD, other arrangements are made in advance. On holidays and weekends, the Designer/Builder will be required to pay overtime wages and benefits to have a custodian on site.

2. **Maintaining Services**. The Designer/Builder is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with OUSD. Designer/Builder shall provide temporary services to all facilities interrupted by Designer/Builder's Work.

3. **Maintaining Utilities**. The Designer/Builder shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

4. **Alcohol, Firearms and Tobacco Products**. Designer/Builder shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Designer/Builder shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision. Designer/Builder shall also ensure that no tobacco products are used on OUSD property.

5. **Work During Instructional Time**. Designer/Builder affirms that Work may be performed during ongoing instruction in existing facilities. If so, Designer/Builder agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to OUSD.

6. **No Work During Student Testing**. Designer/Builder shall, at no additional cost to the OUSD and at the OUSD's request, coordinate its Work to not disturb OUSD students including, without limitation, not performing any Work when students at the Site are taking State-required tests. The OUSD shall provide a testing schedule upon request.

7. **Badge Policy For Designer/Builders**. All Designer/Builders, as well as their subcontractors and consultants, doing work for the OUSD will provide their workers with identification badges. These badges will be worn by all members of the Designer/Builder's staff who are working in a OUSD facility.

    7.1. Badges must be filled out in full and contain the following information:

        7.1.1. Name of Designer/Builder
        7.1.2. Name of Employee
        7.1.3. Designer/Builder's address and phone number
        7.1.4. An identification number which is prominently located at the top or bottom of the badge

    7.2. Badges are to be worn when the Designer/Builder or his/her employees are on site and must be visible at all times. Designer/Builders must inform their employees that they are required to allow OUSD employees or the Project Inspector to review the information on the badges upon request.

    7.3. Failure to display identification badges as required by this policy may result in the assessment of fines against the Designer/Builder. Employees of the Designer/Builder or their subcontractors or

consultants who fail to display identification badges will be asked to leave the job site immediately and will not be allowed to return until they possess and display their assigned badge. There shall be no exceptions to this policy and OUSD shall not be held liable for time/work lost as a result of a Design/Builder's failure to comply with this policy.

8. Language. Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

9. Disturbing the Peace (Noise and Lighting)

9.1. Designer/Builder shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

9.2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. The OUSD reserves the right to prohibit the use of radios at the Site, except for handheld communication radios (e.g., Nextel phones or radios).

9.3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

9.4. Equipment and impact tools shall have intake and exhaust mufflers.

9.5. Designer/Builder shall cooperate with OUSD to minimize and/or seize the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

9.6. Designer/Builder acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

9.7. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to OUSD a minimum of forty-eight (48) hours in advance of their performance.

10. Utility Shutdowns And Interruptions

10.1. Designer/Builder shall give the OUSD a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. OUSD will set exact time and duration for shutdown, and will assist Designer/Builder with shutdown. Work required to re-establish utility services shall be performed by the Designer/Builder.

11. Traffic

11.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

11.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by OUSD in advance. Any damage will be repaired to the pre-damaged condition by the Designer/Builder.

11.3. OUSD shall designate a construction entry to the Site. If Designer/Builder requests, OUSD determines it is required, and to the extent possible, OUSD shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance

with OUSD and at Designer/Builder's expense.

11.4. Parking areas shall be reviewed and approved by OUSD in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

12. Barriers And Enclosures:

12.1. Designer/Builder shall obtain the OUSD's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

12.2. Designer/Builder shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Designer/Builder shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

12.3. Designer/Builder shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

13. Tree and Plant Protection

13.1. Designer/Builder shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.

13.2. Designer/Builder shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.

13.3. Designer/Builder shall not park trucks, store materials, perform Work or cross over landscaped areas. Designer/Builder shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the OUSD and at Designer/Builder's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by OUSD.

13.4. Designer/Builder shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Designer/Builder's expense.

14. Excavation Around Trees

14.1. Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from OUSD.

14.2. Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by OUSD. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the OUSD. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

14.3. Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.

14.4. Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

14.5. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

14.6. Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

15. Security

15.1. The Designer/Builder shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

16. Dust and Dirt

16.1. Designer/Builder shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.

16.2. Designer/Builder shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

16.3. Designer/Builder shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

16.4. Designer/Builder shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

17. Job Sign(s): Signs other than a OUSD-approved Project sign and/or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by OUSD.

18. Publicity Releases. Designer/Builder shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

EXHIBIT F

PROPOSED SYSTEM LOCATIONS

Please see plans and specifications

EXHIBIT G

Output Guarantee Parameters and Energy Output Data.

True-Up Term	Guaranteed Energy Production (kWh)	Guaranteed Energy Price ($/kWh)
Year 1-3	2,472,388	$0.0530
Year 4-6	2,435,487	$0.0580
Year 7-9	2,399,137	$0.0633
Year 10-12	2,363,330	$0.0692
Year 13-15	2,328,057	$0.0756
Year 16-18	2,293,310	$0.0826
Year 18-20	1,509,826	$0.0877

Exhibit H
WARRANTIES

SYSTEM WARRANTY

1. **System Information**. This Standard Warranty (this "Warranty") applies to each System installed by Designer/Builder pursuant to this Contract.

2. **System Warranty**. Designer/Builder warrants that each System shall conform to the Specifications on the Substantial Completion Date of the applicable Site and shall be free from defects in materials and workmanship under normal operating conditions for a period of ten (10) years thereafter ("Warranty Term"); provided, however, that this Warranty shall not include any warranty statements provided by Other Manufacturers as described in Section 3 below. Upon a breach of the Warranty, Designer/Builder will, at its option, either repair or replace any defective parts. Unless this Warranty is extended by written agreement, OUSD shall pay for any repair costs incurred by Designer/Builder after the Warranty Term expires. This Warranty applies solely to the System and does not include: (a) roof repair or maintenance or (b) site work, including but not limited to, grading and landscape maintenance, if applicable.

3. **Manufacturer Warranties**. Designer/Builder assigns to OUSD the applicable pass-through warranties from Designer/Builder's manufacturers, including photovoltaic modules and inverters which are attached to this Exhibit H ("Other Manufacturers"). The Other Manufacturers shall be stated in the Design Submittal. Designer/Builder makes no representation or warranty, and OUSD shall seek no recourse from Designer/Builder, unless specifically provided to the contrary, regarding the warranties of Other Manufacturers, including, without limitation, the power output of the photovoltaic modules.

4. **Warranty Exceptions**. This Warranty does not apply to:

4.1 Damage, malfunction, or degradation of the System, including electrical output, caused by:

4.1.1 failure to Properly Operate or Maintain the System (as described below); or

4.1.2 any repair or replacement using a part or service not provided or authorized in writing by Designer/Builder; or

4.1.3 normal wear and tear, including expected degradation electrical output; or

4.1.4 environmental factors, including but not limited to corrosion, insects, animals, lightning, flooding, and winds in excess of design specifications;

4.2 Damage, malfunction, or degradation of the System, including electrical output and System's supporting structure, without limit:

4.2.1 resulting from OUSD or third party abuse, accident, alteration, improper use, solar infringement, negligence, vandalism, theft, or an event of Force Majeure; or

4.2.2 caused by unknown structural defects with the building or foundation upon which the System is located; or

4.3 Change in usage of the building or site, including neighboring surroundings, which may affect building or site Permits and related requirements, without the written approval of Designer/Builder.

4.4 For purposes of this Section, "Properly Operate and Maintain the System" shall mean that OUSD, or qualified party on OUSD's behalf, shall:

4.4.1 perform all initial troubleshooting and diagnostics, including photographic evidence when applicable, prior to submitting a warranty claim; and

4.4.2 otherwise operate and maintain the System in full accordance with the printed manuals and instructions provided with the System to OUSD.

; provided that, for the avoidance of doubt, (A) resetting of any protective devices and replacement of any fuses or other consumables within the System are assumed to be included within Proper Operation and Maintenance and not included within the scope of this Warranty and (B) should the operation and maintenance of the System be performed by or on behalf of Designer/Builder pursuant to an Operations and Maintenance Agreement providing for such services for the duration of the Warranty Term, Proper Operation and Maintenance shall be deemed satisfied for purposes of this Warranty.

5. **Successors and Assigns**. This Warranty shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns (including, without limitation, any owner or tenant of any Site). No assignment by a party shall relieve such party of any of its obligations under this Warranty. Nothing in this Warranty, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Warranty upon any person or entity other than the Parties. In the event that there is a change in ownership of any Site, OUSD shall cause the new owner to execute and deliver to Designer/Builder an assumption of OUSD's obligations under this Warranty in a form reasonably acceptable to Designer/Builder.

Disclaimer. Except as expressly provided herein, Designer/Builder expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose. Neither the Contract nor any document furnished under it, unless explicitly stated, is intended to express or imply any warranty or guarantee with regard to the performance of the System, including, but not limited to, (i) electricity output, (ii) reduction in energy costs or environmental savings, (iii) financial savings or return on investment and (iv) public recognition.

The standard warranties from the manufacturers of components of the Systems shall be provided. Designer/Builder shall assign these warranties to OUSD and these warranties shall not, in any way, reduce or limit the Output Guarantee and/or any additional warranty terms or durations indicated in the Agreement. Designer/Builder will install the modules as shown in the DSAPre-Approved Plans for the Project.

1. Photovoltaic Module Warranty

2. Inverter Warranty

Designer/Builder shall provide Owner with an extended manufacturer's warranty for the inverters for an additional ten (10) years (for a total inverter(s) warranty period to the Owner of twenty (20) years) under the same terms as the following terms of the initial ten (10) year warranty from the manufacturer.

EXHIBIT J

REQUEST FOR PROPOSAL SUBMISSION

Designer/Builder's proposal submitted in response to the District's Request for Proposals is incorporated herein by reference.

EXHIBIT K-1

[Reserved]

EXHIBIT K-2

CHANGE ORDERS AFTER COMMENCEMENT DATE

The following format shall be used as applicable by OUSD and the Designer/Builder to communicate proposed additions and deductions, supported by the attached documentation.

	SUBCONTRACTOR PERFORMED WORK	EXTRA	CREDIT
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Subcontractor's overhead and profit** not to exceed ten percent (10%) of item (d)		
(f)	**Subtotal**		
(g)	**Designer/Builder's overhead and profit**, not to exceed five percent (5%) of Item (f)		
(h)	**Subtotal**		
(i)	**Bond** not to exceed one percent (1.1%) of Item (h)		
(j)	**TOTAL**		
(k)	Time		

	DESIGNER/BUILDER PERFORMED WORK	EXTRA	CREDIT
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Designer/Builders's overhead and profit** not to exceed fifteen percent (15%) of item (d).		
(f)	**Subtotal**		
(g)	**Bond and Insurance** not to exceed one percent (1.1%) of Item (f)		
(h)	**TOTAL**		
(i)	Time		

Change Order Certification

All Change Orders must include the following certification by Designer/Builder:

The undersigned Designer/Builder approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Designer/Builder knows are false are at the sole risk of Designer/Builder and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the Board.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Designer/Builder's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

EXHIBIT L
DEFINITIONS

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, code, rule, regulation, Permit, order, judgment, consent or approval of any Governmental Authority that applies to the Work by Design/Builder in the Contract.

"**Business Day**" means any day other than a Saturday, Sunday or a legal holiday in California, United States of America. In the event a time period set forth in this Contract expires on a Day that is not a Business Day, such period shall be deemed to expire on the next Business Day thereafter.

"**Change Order**" means a written instrument executed by the Parties stating their agreement regarding a description of a change in the Work, the amount of the adjustment to the Contract Price, if any, and the extent of the adjustment to the Project Schedule, if any.

"**Commencement Date**" means, with respect to each Site, the date specified in the Project Schedule on which Designer/Builder anticipates commencing construction portion of the Work on the Sites.

"**Day**" means a period of 24 consecutive hours from 12:00 midnight (Pacific time), and shall include Saturdays, Sundays and all holidays except that in the event a time period set forth in this Contract expires on a Day that is not a Business Day, such period shall be deemed to expire on the next Business Day thereafter.

"**Final Completion**" means the date on which all Systems have achieved System Acceptance and the Board has approved completion of the Project.

"**Governmental Authority**" means any federal, state, local or other governmental, regulatory or judicial agency, authority, public utility, or other entity having legal jurisdiction over the Facilities or the Systems.

"**Interconnection Point**" means the point where a System is interconnected to OUSD's electrical equipment.

"**Notice to Proceed**" means OUSD's written notice given to Designer/Builder directing Designer/Builder to commence performance of the entire Work.

"**Output Guarantee**" means the amount of energy output guaranteed by Designer/Builder from each System as indicated in Exhibit G.

"**Permit**" means each and every national, autonomic, regional and local license, authorization, certification, filing, recording, permit or other approval with or of any Governmental Authority, including, without limitation, each and every environmental, construction or operating permit and any agreement, consent or approval from or with any other person that is required by any Applicable Law or that is otherwise necessary for the performance of the Work.

"**PG&E**" means Pacific Gas & Electric.

"**Specifications**" means the specifications with respect to a System, as set forth in this Contract and, once accepted, as provided in the applicable Design Submittal.

"**Substantial Completion**" means, with respect to each Site, (a) each System in the applicable Site is mechanically, electrically, and structurally constructed in accordance with this Contract (except for Punch List items) and functionally complete and capable of delivery of electrical energy to the Interconnection Point and (b) OUSD has received DSA Inspector's letter confirming the system is ready to request PTO from PG&E.

"System Acceptance" means, with respect to a Site, the date on which all Systems in such Site have achieved Substantial Completion and all Punch List items, including, without limitation, delivery of as-builts, operations and

maintenance manuals and all other deliverables and completion of all testing and commissioning, have been completed.

EXHIBIT M
DSA PRE-APPROVED PLANS

Incorporated By Reference

Oakland Unif1td School District
Local Business Uitaizatioo

OAKLAND UNIFIED SCHOOL DISTRICT
Comm1MttySd!oo.ls, 'lltllvlngS!uct.nts

OAKLAND BUILT

LOCAL BUSINESS PARTICIPATION WORKSHEET

Pri:mt	Gen-as c a p e S o l u t o n-s--------	Bid ()peoiocJ>att	
Project Name	OUSD - Solar Photovoltaic Systems	Time:	
Project Numbt-r	24155	Project Manager:	
Propo.k'd Total Contrac:tAmount	$3,791,641	Arch.it«t:	
BASE BID AM0Ul'ff	$3,791,641		
Propo,e:dTot•ISLB& Amount C'/o)	LBE-60%, SLRBE-% &DVBE-3%		

Small, Loe.al Busineu Fnttrprbt(s)/SmaJI Em'-r&i.n&, Lou) Business Eoterpllt(a)		T.. at Amouat of Co.tract (as•$ amouat)	Local &.tintM Eaterpria (LBE)	S..all,Local Ih,liataEattrpriM (SLBE)	Small, Le<al Raidtnt ..... Eattrpri• (SLRBE)	
Comoanv Name Tulum Systems	Certifvinir A,u:ncv Citv of Oakland	$2,274,985	68.18 %			
Address, City/Slale 3101 Hyde Street, Oakland, CA 94601	Certification No. *(if available)*					
Comnanv Name. Eclipse Electric	Certif\,jn1• At!"tnCV City of Oakland	$947,911			28.41%	
Address Citv/State 2577 99th Ave, Oakland, CA	Certification No. *(if (IV(lik,ble)*					
Comnanv Name. Green Leaf Solar & Electric	Certift.•na:Aa:encv Deot of General Services	$113,750				DVBE(3%)
Address. Citv/State 677 N 12th St, San Jose, CA	O:rtificotioo No. *(if aw,t/ab/rl* 2007779					
Comoanv Name.	O:rtiMn• Aocncv					
Address City/St3te	Certification No. *fifavaifable*					
Comna.nvName.	O:rtif.io• Aocncv					
Address City/S"'1C	Certification No. *(if«w1ilahle)*					
Comnanv Name.	Certifvino Aoencv					
Address Ci"'/S13tC	Certification No. *lifavailab/rl*					
TOTAL **PARTICIPATION**		$ $3 336 646	68.18% %	0 %	28.41%/4	DVBE (3%)

Tiffany Knuckles
APPROVAL - LBU Compliance Officer

April 7, 2025

NOTE: All l,.o,cal Business Utili1:atiODdowmentation must be included with bid form at the.time of bid opening.

Revised 08•2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

THIS CERTIFICATE IS ISSUED ASA 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	CONTACT NAME: Bhumika Patel	
Bhumika Patel(967232M) 4695 Chabot Dr Ste 200 Pleasanton CA 94588-2756	PHONE (A/C, NO,EXT): 925-415-1140	FAX (A/C, NO): 925-524-2221
	E-MAIL ADDRESS: bpatel@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
GRIDSCAPE SOLUTIONS, INC. 46711 FREMONT BLVD FREMONT CA 94538	INSURERA: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURERC: Mid Century Insurance Company	21687
	INSURERD:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM ORCONDITION OF ANY CONTRACT OROTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BYTHE 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	ADDTL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [X] LOC [ ] OTHER:	y	y	605506095	12/23/2024	12/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL&ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY		N	605506095	12/23/2024	12/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] OED [ ] RETENTION$						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE- EA EMPLOYEE E.L. DISEASE- POLICY LIMIT	$ $ $ $

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

Oakland Unified School District and its Directors, Officers, Employees, Agents, and Representatives are named as additional insureds.

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH ST.,
OAKLAND, CA 94601

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 Bhumika Patel

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2024

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

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

PRODUCER	CONTACT NAME:	Justworks Customer Success	
Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	PHONE (A/C, No, Ext):	(888) 534-1711	FAX (A/C, No):
	E-MAIL ADDRESS:	support@justworks.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Zurich Insurance Company	40142
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Justworks Employment Group LLC Labor Contractor, for co-employees of: Gridscape Solutions, Inc.
PO Box 7119 Church Street Station
New York, NY 10008-7119

COVERAGES **CERTIFICATE NUMBER:** 24NY0171016449 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 12-68-248-04	06/01/2024	06/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2024	06/01/2025	**Client#** 60067-CA	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Gridscape Solutions, Inc.
46711 Fremont Blvd
Fremont, CA 94538

CERTIFICATE HOLDER

Gridscape Solutions, Inc.
46711 Fremont Blvd
Fremont, CA 94538

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2025

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

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

PRODUCER	
Orr& Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula CA 92590 License#: 0E63493	CONTACT Certificates PHONE Ext: 800_311_3081 FAX No: 800_474-3003 E-MAIL ADDRESS: certs orrandassociates.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
Gridscape Solutions Inc 46711 Fremont Blvd Fremont CA 94538 GRIDSOL-01	INSURER A: Palms Insurance Company, Ltd.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1510026651 **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	UBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	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					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			CSIPCPPL00190-00	3/12/2025	3/12/2026	Aggregate Limit	1,000,000
A	Pollution Liability			CSIPCPPL00190-00	3/12/2025	3/12/2026	Aggregate Limit	1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is subject to policy limits, conditions and exclusions.
Oakland Unified School District and its Directors, Officers, Employees, Agents, and Representatives are named as Certificate Holder.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland, CA 94601

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Solar Photovoltaics Phase 2 & 3	Site	131;136;169;177;215

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	
	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000
	x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Gridscape Solutions	Agency's Contact	Vipul Gore				
OUSD Vendor ID #		Title					
Street Address	46711 Fremont Blvd.	City	Fremont	State	CA		94538
Telephone	510-894-6030	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☐ Yes ☒No	Worked as an OUSD employee? ☐Yes ☒ No					
OUSD Project #	24155						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-24-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$3,791,641.00	If New Contract, Total Contract Price (Not to Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9000	**Fund 21 Measure Y**	**210-96570-9000-8500-6271-131-9180-9906-999-24155** **210-96570-9000-8500-6271-136-9180-9906-999-24155** **210-96570-9000-8500-6271-169-9180-9906-999-24155** **210-96570-9000-8500-6271-177-9180-9906-999-24155** **210-96570-9000-8500-6271-215-9180-9906-999-24155**	**6271**	**$3,791,641.00**

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Executive Director of Facilities				
	Signature Kenya Chatman (Apr 10, 2025 15:46 PDT)		Date Approved	04/10/2025	
2.	**Counsel, Department of Facilities Planning and Management**				
	Signature James Traber		Date Approved	04/10/2025	
3.	**Chief Systems & Services Officer**				
	Signature		Date Approved	/10/2025	
	Chief Financial Officer Pascale Thomas (Apr 10, 2025 15:56 PDT)				

THIS FORM IS NOT A CONTRACT

25-1037 Solar Design Build Contract - rev 4.10.25

Final Audit Report 2025-04-10

Created:	2025-04-10
By:	Myra Segovia (myra.segovia@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzQG0b84tie0EbNhOieq7HiNs5AnMa7O9

"25-1037 Solar Design Build Contract - rev 4.10.25" History

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Agreement completed.
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