

Board Office Use: Legislative File Info.	
File ID Number	24-1880
Introduction Date	8-28-2024
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date August 28, 2024

Subject Amendment No. 1 Agreement for Engineering Services – Atlas Technical Consultants, LLC – East Oakland Pride Elementary School Site Improvements Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Agreement for Engineering Services by and between the District and Atlas Technical Consultants, LLC, Oakland, CA, for the latter to continue to provide geotechnical engineering and observation services for the East Oakland Pride Elementary School Site Improvements Project, in an additional not-to-exceed amount of \$57,480.00, increasing the Agreement’s total not-to-exceed amount from \$21,460.00 to \$78,940.00, and extending the term of the Agreement from November 30, 2023 through May 30, 2024 to September 30, 2024, (an additional 123 days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for increasing the not-to-exceed amount by \$57,480.00 for on going geotechnical engineering services needed through September 30, 2024.

LBP (Local Business Participation Percentage) Wavied

Recommendation Approval by the Board of Education of Amendment No. 1, to the Agreement for Engineering Services by and between the District and Atlas Technical Consultants, LLC, Oakland, CA, for the latter to continue to provide geotechnical engineering and observation services for the East Oakland Pride Elementary School Site Improvements Project, in an additional not-to-exceed amount of \$57,480.00, increasing the Agreement’s total not-to-exceed amount from \$21,460.00 to \$78,940.00, and extending the term of the Agreement from November 30, 2023 through May 30, 2024 to September 30, 2024, (an additional 123 days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21, Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID 23-2490

AMENDMENT NO. 1 AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Atlas Technical Consultants, LLC**. OUSD entered into an agreement with CONTRACTOR for services effective on **November 30, 2023** ("Agreement"), and the parties agree to amend the Agreement for the Services with **East Oakland Pride Elementary School Site Improvements Project** as follows, and in the attached Exhibit A:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: No change to the scope of work. This amendment adds additional compensation to the project with an extended anticipated completion date of September 30, 2024, as described in the proposal dated June 4, 2024, attached to this Amendment as Exhibit A.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>One Hundred Twenty-Three (123) calendar days</u> and the amended expiration is <u>September 30, 2024</u>. The current end date is <u>May 30, 2024</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not-to-exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: <u>Fifty-Seven Thousand Four Hundred Eighty Dollars No/100 (\$57,480.00)</u>.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed contract price was <u>Twenty-One Thousand Four Hundred Sixty Dollars No/100 (\$21,460.00)</u>, and after this amendment, the not-to-exceed contract price will be: <u>Seventy-Eight Thousand Nine Hundred Forty Dollars No/100 (\$78,940.00)</u>.</p>			

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Benjamin Davis, President, Board of Education

Date

Julian Susanto

7/24/2024

Contractor Signature

Date

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

Date

Julian Susanto, Regional Director

Print Name, Title

P. Thomas

Preston Thomas (Jul 29, 2024 11:56 PDF)

Jul 29, 2024

Preston Thomas, Chief Systems & Services Officer
Facilities Planning and Management

Date

Approval as to form:

James R. Traber

7/26/24

James R. Traber [name]

Date

General Counsel, Facilities

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Atlas Technical Consultants, LLC.

Detailed Description of Services to be provided: No change to the scope of work. This amendment adds additional compensation to the project with an extended anticipated completion date of September 30, 2024, as described in the proposal dated June 4, 2024, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

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

Memorandum:

Date: Sep 19, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Ty Taylor, Juanita Hunter, Shivani More, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Exemption Notice - EOP - Geotechnical Consulting Services

Greetings Ms. Chatman and Mr. Jang,

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

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

Site: East Oakland Pride

Scope: Geotechnical Consulting Services

For the above referenced project, it has been determined that the estimated anticipated contract size will fall below the identified threshold of \$84,100 for professional services, as determined by the Local Business Policy. Given this information, it is our recommendation that this project be exempt from the 50% minimum Local Business Participation requirement as long as a minimum of three local certified firms have been included in the solicitation.

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

Sincerely,
Tiffany Knuckles



June 4, 2024

Revised: June 14, 2024

Oakland Unified School District
Department of Facilities and Management
955 High Street
Oakland, California 94601

Attention: Ms. Shivani More | Project Manager

**Subject: Construction-Phase Geotechnical Engineering and Observation Services
East Oakland PRIDE ES Site Improvements
8000 Birch Street, Oakland, California 94621
Atlas Proposal No. 91-66961-PWA**

Dear Ms. More,

As requested, **Atlas Technical Consultants (Atlas)** is pleased to submit our proposal to Oakland Unified School District (OUSD) to provide geotechnical engineering and observation services for your proposed East Oakland PRIDE ES Site Improvements during construction in Oakland, California. We understand the project in its current form consists of reconstruction of the existing pavement areas at the site. The following is our Time and Materials cost estimate and proposed scope of services. We assembled this proposal based on the provided allocated hours to each required task.

We have prepared our cost estimate based on the construction schedule prepared by D-Line Constructors. Thank you for the opportunity to provide our proposal. If this proposal is acceptable, we understand the district will provide a purchase order or contract to authorize the work. Should you have any questions or require additional information, please email Mr. Zea at Manuel.Zea@oneatlas.com.

Respectfully submitted,

ATLAS TECHNICAL CONSULTANTS LLC

A handwritten signature in blue ink, appearing to read "Manuel Zea", enclosed in a blue oval.

Manuel E. Zea, PE
Project Engineer

Attachments: Basis of Scope and Cost Estimate Assumptions
Pricing Sheet
Fee Schedule for Consulting Services

Distribution: PDF to Addressee: shivani.more@ousd.org

MZ/:pmf

EAST OAKLAND PRIDE ES SITE IMPROVEMENTS – OAKLAND, CALIFORNIA

BASIS OF SCOPE AND COST ESTIMATE ASSUMPTIONS

SOIL TESTING AND FOUNDATION OBSERVATION SERVICES

We understand the project in its current form consists of reconstruction and/or rehabilitation of the existing pavement areas at East Oakland Pride Elementary School. The project will also involve construction of new retaining walls to grade the site. Our services during construction are expected to include, but not necessarily be limited to the following items:

Geotechnical Engineering Services

- Continue status as project Geotechnical Engineer-of-Record (GEOR);
- Geotechnical engineering consultation and supplemental engineering during construction;
- Submittal reviews and response to geotechnical-related RFIs;
- Project Manager attendance at construction site meetings and site visits for geotechnical consultations;
- Sampling and laboratory testing of subgrade and fill (native and import);
- Observation of site stripping and removal of onsite deleterious materials where warranted;
- Observation and moisture/density testing using a nuclear gauge during mass grading, over-excavation, subgrade, and baserock preparation;
- Project coordination and engineer's review of Daily Field Reports (DFRs) prepared to document field observations and test results during construction;
- Submit reviewed final version DFRs to the Construction Manager on a regular basis;
- Prepare certification letters as project GEOR and Final Summary Letter Report of our observations and testing at the completion of construction of the project, if needed.

An **initial budget estimate** to perform our services during construction is summarized herein, broken down by anticipated tasks in the attached table. Final costs for the individual noted tasks could be more or less than the initial budgetary estimates shown. We do not anticipate billing beyond the total initial estimate without your prior authorization. Please note that actual field hours will be based on the amount of site visits made by Atlas in response to field staffing requests from your authorized field representative.

Unanticipated laboratory testing or other services not listed on the attached table will be billed at rates per the attached Fee Schedule.

Please note minimum charges for site visits as noted on our Fee Schedule. Field services will be performed as needed to provide adequate coverage to satisfy project requirements and Atlas's anticipated Geotechnical Engineer-of-Record needs. Costs incurred due to unnecessary field hours can be minimized through close coordination between Atlas and the contractor. Field services will be provided as-needed through Atlas's dispatch system.

Geotechnical dispatching (i.e., for soils compaction testing and geotechnical engineer foundation inspections) will be handled by Patty Ferguson. She can be contacted directly at (925) 314-7114 or at patty.ferguson@oneatlas.com. Dispatch requests should be made no later than 24 hours prior to the requested day of service to ensure staff availability.

GEOTECHNICAL ENGINEERING AND OBSERVATION SERVICES

East Oakland PRIDE ES Site Improvements
8000 Birch Street, Oakland, California 94621
Atlas # 91-66961-PWA

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
GEOTECHNICAL ENGINEER-OF-RECORD					
<i>Earthwork Testing, Foundation Observation, Site Pre-Con Meeting</i>					
Project Setup	Project Engineer	\$ 185.00	per hr	2	\$370.00
Site Pre-Con Meeting	Project Engineer	\$ 185.00	per hr	2	\$370.00
Utility Trench Observation and Testing	Soil Technician	\$ 135.00	per hr	164	\$22,140.00
Subgrade and Baserock Preparation	Soil Technician	\$ 135.00	per hr	40	\$5,400.00
Asphalt Concrete (HMA) Paving	Soil Technician	\$ 135.00	per hr	48	\$6,480.00
Vehicle and Gauge Charge	Soil Technician	\$ 20.00	per hr	252	\$5,040.00
HMA - Laboratory Compacted Density (CT304, CT308)	Lab Test	\$ 300.00	per test	1	\$300.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	\$ 395.00	per test	4	\$1,580.00
Lab - Rock Correction	Lab Test	\$ 140.00	per test	2	\$280.00
Subtotal					\$41,960.00
<i>Laboratory Testing For Quality Control</i>					
Sieve Analysis: Asphalt and Baserock Grindings (CT 202)	Lab Test	\$ 270.00	per test	2	\$540.00
R-Value (CT 301)	Lab Test	\$ 570.00	per test	2	\$1,140.00
Subtotal					\$1,680.00
<i>Office</i>					
GEOR (Principal Engineer): Project consultations, report certifications (interim and final DSA-293)	Principal Engineer	\$ 230.00	per hr	4	\$920.00
DFR Review, Project Management, RFI and Submittal Review, Additional Meeting Attendance, if needed	Project Engineer	\$185.00	per hr	16	\$2,960.00
Report Processing, DFR Management	Administrative	\$ 95.00	per hr	4	\$380.00
Subtotal					\$4,260.00
Contingency (20%)					\$9,580.00
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					\$57,480.00



FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Effective: September 1, 2023 Through December 31, 2024

PERSONNEL	UNIT RATE	UNIT
Principal Engineer/Geologist	\$ 230.00	hour
Senior Engineer/Geologist/Registered Geotechnical Engineer	\$ 205.00	hour
Project Engineer/Geologist	\$ 185.00	hour
Staff Engineer/Geologist	\$ 165.00	hour
Assistant Engineer	\$ 135.00	hour
Technician Supervisor	\$ 135.00	hour
Field Technician (Prevailing Wage)	\$ 135.00	hour
Field Technician (Non-Prevailing Wage)	\$ 120.00	hour
Laboratory Technician	\$ 110.00	hour
Assistant Technician/Inspector	\$ 110.00	hour
Drafting/Technical Illustrator	\$ 110.00	hour
Administrative	\$ 95.00	hour
Nuclear Gauge	\$ 10.00	hour
Vehicle & Communication Equipment Charge	\$ 10.00	hour
SOIL AND BASE MATERIALS	UNIT RATE	UNIT
<i>Moisture and Density Relationships</i>		
Compaction, Standard Proctor, ASTM D698	\$ 350.00	each
Compaction, Modified Proctor, ASTM D1557	\$ 395.00	each
Compaction, Checkpoint, ASTM D1557	\$ 190.00	each
Compaction, California Impact, CT216	\$ 335.00	each
Correction of Compaction for Oversize Material (ASTM D4718)	\$ 140.00	each
Moisture/Density, Sample Tubes, ASTM D2216/D2937	\$ 40.00	each
Moisture Content, Bulk Sample, ASTM D2216	\$ 30.00	each
Moisture/Density, to 2.5" diameter sample, ASTM 7263b	\$ 40.00	each
<i>Particle Size Analysis</i>		
Sieve Analysis w/ #200 Wash, ASTM D6913, D1140	\$ 155.00	each
Sieve Analysis/Hydrometer, ASTM D6913, D7928	\$ 290.00	each
Hydrometer, ASTM D7928	\$ 180.00	each
Minus #200 by Wash, ASTM D1140	\$ 110.00	each
Sieve Analysis, Bulk Sample Gradation, ASTM C136/CT202	\$ 270.00	each
<i>Soil Characteristics</i>		
Atterberg Limits (Plasticity Index), ASTM D4318 / CT204	\$ 235.00	each
Soil Classification, ASTM D2487	\$ 380.00	each
Specific Gravity, D854	\$ 125.00	each
R-Value (ASTM D2844/CT 301)	\$ 570.00	each
Permeability of Granular Soils (Constant Head) ASTM D2434	\$ 450.00	each
Permeability, Flexible Wall, Cohesive Soil, ASTM D5084	Quotation upon request	
Permeability, Rigid Piston Driven, Cohesive Soil, ASTM 5856	Quotation upon request	

Volume Change		
Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	\$ 500.00	each
Consolidation, Method A Constant Load, per load increment, ASTM D2435	\$ 70.00	each
Consolidation, Method B Timed per load increment, ASTM D2435	\$ 560.00	each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method B	\$ 450.00	each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C	\$ 500.00	each
Collapse Potential, ASTM D5333	\$ 230.00	each
Expansion Index Test (ASTM D4829)	\$ 550.00	each
Expansion, Shrinkage, and Uplift Pressure, ASTM D3877	\$ 430.00	each
Soil Strength		
Direct Shear, 3 points, Unconsolidated-Undrained, Q-test. ASTM D3080	\$ 390.00	each
Direct Shear, additional points, Unconsolidated-Undrained, Q-test	\$ 135.00	each
Direct Shear, 3 points, Consolidated-Undrained, R-Test	\$ 390.00	each
Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	\$ 920.00	each
Direct Shear, 3 points, Residual, ASTM D6467	\$ 900.00	each
Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	\$ 390.00	each
Unconfined Compressive Strength, ASTM D2166	\$ 110.00	each
Unconfined Compressive Strength (lime or cement treated), CT373	\$ 450.00	each
Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	\$ 210.00	each
Corrosivity		
Water Soluble Sulfate, ASTM D4327	\$ 78.00	each
pH, ASTM 4972	\$ 50.00	each
Lab Resistivity	\$ 100.00	each
Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	\$ 400.00	each
Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	\$ 360.00	each
HOT MIX ASPHALT (HMA)		
Bulk Sp. Gravity & Density of Compacted Asphalt Concrete, ASTM D2726 or CT 308 Method C)	\$ 100.00	each
Theoretical Maximum Specific Gravity (Rice Density), ASTM D2041 or CT 309	\$ 200.00	each
MISCELLANEOUS GEOTECHNICAL CHARGES	UNIT RATE	UNIT
All Other Direct Project Expenses (such as contract drilling and backhoe services, utility location, outside geotechnical or analytical laboratory, special equipment rental, commercial travel, parking, tolls, protective clothing, shipping, etc.) not listed below	Cost + 15%	
Coring Machine	\$ 35.00	hour
Drone Rental	\$ 165.00	day
Double-Ring Infiltrometer	\$ 45.00	hour

Slope Inclinometer Measurement Equipment	\$ 500.00	day
Generator (portable)	\$ 25.00	hour
GPS (handheld portable)	\$ 12.00	hour
Hand Auger and Soil Sampler	\$ 20.00	hour
Photo-Ionization Detector	\$ 18.00	hour
Portable Exploration Equipment (Percussion)	\$ 65.00	hour
Tripod Sampling Apparatus	\$ 250.00	hour
Water Level Meter	\$ 40.00	day
BASIS OF CHARGES	UNIT RATE	UNIT
Work Over 8 Hours per Day, or on Saturdays		Time and One-Half
Work Over 12 Hours		Double Time
Work on Sundays/Holidays		Double Time
Swing or Graveyard Shift Premium	\$ 16.00	hour
Work from 0 to 4 Hours (technician services only)		4-Hour Minimum Billing
Work from 4 to 8 Hours (technician services only)		8-Hour Minimum Billing
Show-Up Time		2-Hour Minimum Billing
Sample Pick-Up	\$ 135.00	hour
Trip Labor Charge (Round Trip Portal to Portal up to 100 miles where onsite only labor charge applies)	\$ 160.00	trip
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Credit Card Payment Fee		2.5% Premium
Reimbursables		Cost + 15%
QA/QC Plan Written Procedures		Quotation on Request
Mileage (alternative to hourly vehicle charge)	\$0.85 per mile (RT portal to portal)	



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	East Oakland Pride Elementary School Site Improvements Project	Site	107
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Basic Directions

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

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

Contractor Name	Atlas Technical Consultants, LLC	Agency's Contact	Manuel Zea		
OUSD Vendor ID #	007113	Title	Principal Geo. Engineer		
Street Address	534 23 rd Avenue	City	Oakland	State	CA
Telephone	925-580-7343	Policy Expires	Zip 94606		
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	22144				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-30-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	9-30-2024

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$57,480.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9909	Fund 21/ Measure Y	210-9655-0-9909-8500-6262-107-9180-9906-9999-22144	6262	\$57,480.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature	Date Approved	Jul 29, 2024		
2.	General Counsel, Facilities				
	Signature	Date Approved	7/26/24		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature	Date Approved	Jul 29, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	23-2490
Introduction Date	11-16-2023
Enactment Number	23-1950
Enactment Date	11/16/2023 CJH



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director of Facilities Planning

Board Meeting Date November 16, 2023

Subject Agreement for Engineering Services – Atlas Technical Consultants, LLC - East Oakland Pride Elementary School Site Improvements Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of an Agreement for Engineering Services by and between the **District and Atlas Technical Consultants, LLC**, Oakland, California, for the latter to provide geotechnical engineering and observation services for East Oakland Pride Elementary School Site Improvements Project, in the not-to-exceed amount of **\$21,460.00**, which includes a not-to-exceed amount of **\$1,560.00** for Additional Services, with work scheduled to commence on November 30, 2023, and scheduled to end May 30, 2024, pursuant to the Agreement.

Discussion Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of an Agreement for Engineering Services by and between the District and Atlas Technical Consultants, LLC, Oakland, California, for the latter to provide geotechnical engineering and observation services for East Oakland Pride Elementary School Site Improvements Project, in the not-to-exceed amount of \$21,460.00, which includes a not-to-exceed amount of \$1,560.00 for Additional Services, with work scheduled to commence on November 30, 2023, and scheduled to end May 30, 2024, pursuant to the Agreement.

Fiscal Impact Fund 21, Measure Y

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 23-2490

Department: Facilities Planning and Management

Vendor Name: Atlas Technical Consultants, LLC

Project Name: East Oakland Pride Elementary School Site Improvements Project Project No.: 22144

Contract Term: Intended Start: 11-30-2023 Intended End: 05-30-2024

Total Cost Over Contract Term: \$21,460.00

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?

Vendor was selected through the formal RFP/RFQ process.

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

Geotech services including - Preliminary field prep for the geotech scope, field work, laboratory testing, geotech hazard study, engineering review, consultation, and report preparation.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

- Vendor was selected through the formal RFP/RFQ process.

AGREEMENT
FOR
ENGINEERING SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
ATLAS TECHNICAL CONSULTANTS, LLC
FOR THE
EAST OAKLAND PRIDE ELEMENTARY SCHOOL SITE IMPROVEMENTS
PROJECT

November 30, 2023

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

TABLE OF CONTENTS

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00
{SR851846} 3/2023

ARTICLE 1 - DEFINITIONS	3
ARTICLE 2 - RETENTION OF ENGINEER; STANDARD OF CARE	4
ARTICLE 3 - DESCRIPTION OF PROJECT	4
ARTICLE 4 - COMPENSATION	5
ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ENGINEER.....	7
ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER.....	9
ARTICLE 7 - RESPONSIBILITIES OF DISTRICT	10
ARTICLE 8 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE	11
ARTICLE 9 - WORKER'S COMPENSATION INSURANCE	13
ARTICLE 10 - ERRORS AND OMISSIONS INSURANCE.....	13
ARTICLE 11 - COMPLIANCE WITH LAWS	14
ARTICLE 12 - TERMINATION OF AGREEMENT	15
ARTICLE 13 - ENGINEER AN INDEPENDENT CONTRACTOR	16
ARTICLE 14 - STANDARDIZED MANUFACTURED ITEMS	17
ARTICLE 15 - OWNERSHIP OF DOCUMENTS	17
ARTICLE 16 - LICENSING OF INTELLECTUAL PROPERTY	17
ARTICLE 17 - ACCOUNTING RECORDS OF ENGINEER.....	18
ARTICLE 18 - INDEMNITY	18
ARTICLE 19 - TIME SCHEDULE.....	19
ARTICLE 20 - MISCELLANEOUS PROVISIONS	20

**AGREEMENT
FOR
ENGINEERING SERVICES**

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

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

The Parties therefore agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

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

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

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

{SR801546}

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

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

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

1.9 [Not Used.]

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

ARTICLE 2 RETENTION OF ENGINEER; STANDARD OF CARE

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

ARTICLE 3 DESCRIPTION OF PROJECT

3.1 The Project concerning which such engineering services shall be provided is described as East Oakland Pride Elementary School Site Improvements Project.

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Engineer shall be compensated according to its hourly rate schedule (Section 4.8, below). Engineer's total compensation for its Basic Services shall not exceed **NINETEEN THOUSAND NINE HUNDRED DOLLARS AND NO/100(\$19,900.00)** which is Engineer's estimate of the maximum total cost of its Basic Services on the Project, based on its **September 28, 2023**, fee estimate. However, Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for Additional Services if provided by Engineer under Article 6, and Engineer's total contingency compensation for Additional Services shall not exceed **ONE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND NO/100 (\$1,560.00)** However, Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

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

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

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above is **TWENTY-ONE THOUSAND FOUR HUNDRED SIXTY DOLLARS AND NO /100**

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

(\$21,460.00). For services satisfactorily performed, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Engineer's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation. Engineer's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute and, upon Engineer's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

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

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

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

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

4.9 Engineer shall not accept compensation or other benefits from other persons related to the

{SR801546}

Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5 BASIC SERVICES TO BE RENDERED BY ENGINEER

5.1 General

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

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

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

5.2 Consultants

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

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

5.2.3 The Engineer shall procure a certified survey of the site if required for the Basic Services, including grades and lines of streets, alleys, pavements, adjoining properties and structures;

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

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

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

5.3 Performance of Services.

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

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

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

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

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

{SR801546}

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

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

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

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

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

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER

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

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

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

6.2.1 providing financial feasibility or other special studies;

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

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

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

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

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

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

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

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

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

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

7.5 furnish the services of consultants not routinely provided by the Engineer when such services

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

are reasonably required by the scope of the Project and are requested by the Engineer;

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

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

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

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

{SR801546}

of any subrogation rights as against the District.

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

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

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

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

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

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

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

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

{SR801546}

sufficient cause for termination of this Agreement.

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

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

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

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

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

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

10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPLIANCE WITH LAWS

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

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

ARTICLE 12 TERMINATION OF AGREEMENT

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

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

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

{SR801546}

of the cure deadline, which shall be effective upon such delivery.

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

12.3 Miscellaneous Termination Provisions

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

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

ARTICLE 13 ENGINEER AN INDEPENDENT CONTRACTOR

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

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

[Not Used.]

ARTICLE 15
OWNERSHIP OF DOCUMENTS

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

15.2 The Engineer will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Engineer's files for a period of no less than ten (10) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

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

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

Code Section 17316. The Engineer shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

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

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

ARTICLE 17 ACCOUNTING RECORDS OF ENGINEER

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

ARTICLE 18 INDEMNITY

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

{SR801546}

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

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

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

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

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

ARTICLE 19 TIME SCHEDULE

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

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

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

ARTICLE 20 MISCELLANEOUS PROVISIONS

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

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

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

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Preston Thomas, Chief Systems & Services Officer

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

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

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

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

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School Site Improvements Project - \$21,460.00

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

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

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

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

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

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

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

Engineer further agrees and acknowledges that if at any time during the Term of this Agreement Engineer learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Engineer adds personnel who will provide Services under this Agreement, Engineer shall immediately notify District and

{SR801546}


prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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


DISTRICT:
OUSD

ENGINEER:
ATLAS TECHNICAL CONSULTANTS, LLC

 11/17/2023

Mike Hutchinson, President, Board of Education Date

Signature


 11/17/2023

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

Title

Preston Thomas, Chief Systems and Services Officer, Facilities Planning and Management Date

Date

Approved As to Form
 11/2/23

OUSD Facilities Legal Counsel Date

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DISTRICT:
OUSD


ENGINEER:
ATLAS TECHNICAL CONSULTANTS, LLC

Mike Hutchinson, President, Date
Board of Education

Signature


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

Title



Preston Thomas, Chief Systems Date
and Services Officer, Facilities Planning
and Management 11/6/23

Date

Approved As to Form


OUSD Facilities Legal Counsel Date
11/2/23

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**DISTRICT:
OUSD**

**ENGINEER:
ATLAS TECHNICAL CONSULTANTS, LLC**

Mike Hutchinson, President, Date
Board of Education



Signature
Operations Manager
Northern California Geotechnical Group

Title

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

November 3, 2023
Date

Preston Thomas, Chief Systems Date
and Services Officer, Facilities Planning
and Management

Approved As to Form

OUSD Facilities Legal Counsel Date

Exhibit A
RATE SCHEDULE

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School
Site Improvements Project - \$21,460.00



**FEE SCHEDULE
PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

Effective: March 1, 2023 Through December 31, 2023

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

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

APPENDIX | 2.6 ADDITIONAL DATA

RATE SCHEDULE

Volume Change		
Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	\$ 485.00	each
Consolidation, Method A Constant Load, per load increment, ASTM D2435	\$ 65.00	each
Consolidation, Method B Timed per load increment, ASTM D2435	\$ 550.00	each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method B	\$ 445.00	each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C	\$ 500.00	each
Collapse Potential, ASTM D5333	\$ 225.00	each
Expansion Index Test (ASTM D4829)	\$ 540.00	each
Expansion, Shrinkage, and Uplift Pressure, ASTM D3877	\$ 420.00	each
Soil Strength		
Direct Shear, 3 points, Unconsolidated-Undrained, Q-test, ASTM D3080	\$ 380.00	each
Direct Shear, additional points, Unconsolidated-Undrained, Q-test	\$ 130.00	each
Direct Shear, 3 points, Consolidated-Undrained, R-Test	\$ 380.00	each
Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	\$ 900.00	each
Direct Shear, 3 points, Residual, ASTM D6467	\$ 880.00	each
Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	\$ 385.00	each
Unconfined Compressive Strength, ASTM D2166	\$ 100.00	each
Unconfined Compressive Strength (lime or cement treated), CT373	\$ 440.00	each
Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	\$ 200.00	each
Corrosivity		
Water Soluble Sulfate, ASTM D4327	\$ 74.00	each
pH, ASTM 4972	\$ 48.00	each
Lab Resistivity	\$ 98.00	each
Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	\$ 395.00	each
Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	\$ 350.00	each
MISCELLANEOUS GEOTECHNICAL CHARGES	UNIT RATE	UNIT
All Other Direct Project Expenses (such as contract drilling and backhoe services, utility location, outside geotechnical or analytical laboratory, special equipment rental, commercial travel, parking, tolls, protective clothing, shipping, etc.) not listed below	Cost + 15%	
Coring Machine	\$ 30.00	hour
Drone Rental	\$ 160.00	day
Double-Ring Infiltrometer	\$ 40.00	hour
Generator (portable)	\$ 20.00	hour
GPS (handheld portable)	\$ 10.00	hour
Hand Auger and Soil Sampler	\$ 18.00	hour

Exhibit B

PROJECT SCHEDULE

Contract Term: Intended Start: November 30, 2023
Intendent End: May 30, 2024

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School
Site Improvements Project - \$21,460.00

Exhibit C

SCOPE OF SERVICES

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School
Site Improvements Project - \$21,460.00

2.3 | SCOPE OF WORK

Scope of Work

Based on your requested scope of work as described in the RFP, we understand your requested services consist of performing geotechnical/pavement investigation and engineering services in support of the rehabilitation of the existing worn parking area and playground pavement surfaces by a preferred approach of milling and replacing the existing sections at the East Oakland PRIDE Facility. Specifically, our services would include the field investigation of the existing site pavements to measure existing asphalt concrete and surface course composition and thicknesses, engineering analyses, and preparation of a geotechnical/pavement engineering study report, consultations during project design, and geotechnical engineering and testing services during construction. We understand that this work would not be subject to Title 24 requirements, including the most recent Note 48 requirements of the California Geological Survey (CGS), as enforced by the Division of the State Architect (DSA). Construction-phase services would be provided as requested at a later date, but would likely not be subject to DSA requirements for providing field and laboratory testing services that requires DSA LEA certification to perform the work.

GEOTECHNICAL/PAVEMENT ENGINEERING STUDY

The Geotechnical/Pavement Study will consist of:

2.3.1 PRELIMINARY FIELD ACTIVITIES

Review available geotechnical and geologic literature for the site.

- Coordinate access and meet with school and District personnel to submit risk management methods and a project specific safety plan to protect workers and the public as well as the school children and staff.
- Mark the locations of the subsurface explorations at the site and contact Underground Service Alert.
- Utilize an underground utility locating subcontractor to define/clear the boring locations of existing buried utilities, as appropriate and contact Underground Service Alert-North (USA).
- Contact Underground Service Alert-North (USA) per subsurface exploration guidelines.
- Obtain a drilling permit from Alameda County Public Works Agency for the soil borings.



- Perform a cursory surface evaluation of the existing pavement surface (i.e., document general condition, including zones of significant pavement cracking or surface failure) within the pavement study area by an Atlas field geotechnical engineer.

2.3.2 FIELD EXPLORATION

- The field subsurface exploration program will consist of drilling shallow test borings at the locations requested in the Attachment 1 of the RFP. A total of six borings would be drilled across the site to a maximum depth of 5 feet. The borings would be drilled by a truck-mounted drill rig equipped with hollow/solid stem augers.
- Pavement and baserock thickness will be measured in each boring. Additionally, sampling in the subgrade materials exposed in the borings will be conducted, and bulk samples of the subgrade soil will be collected from the boring cuttings as well as adjacent drilled borehole if additional bulk material is needed for laboratory testing. The soil will be sampled with a Modified California sampler fitted with six-inch long inner brass liners or a Standard Penetration Test (SPT) split spoon sampler. The relatively undisturbed liner samples will be sealed and the SPT samples will be placed in plastic bags. The samplers will be driven 18 inches with a 140-pound hammer with an approximate 30-inch drop. Blow counts for the last foot will be logged as the penetration resistance. The blow counts from the SPT sampler will be utilized to determine subsurface soil characteristics for correlation with USCS soil types. Bulk soil samples will be obtained from the auger cuttings in the borings.

2.3 | SCOPE OF WORK

- If encountered, groundwater level at the completion of drilling will be recorded for the borings.
- Per permit requirements, the exploration points will be backfilled with cement grout. Excess boring drill cuttings will be off hauled from the school site as subgrade bulk sample material. Additional costs would be charged on a time and materials basis to dispose of any contaminated cuttings encountered.
- A table showing encountered pavement section thickness information and subgrade soil properties.
- Evaluation of suitability of proposed milling and pavement overlay;
- Design sections for new site pavements for use if new pavement option is exercised, assuming Traffic Indices of 4.0 and 4.5. New pavement section designs assuming subgrade improvement using chemical stabilization (e.g., quicklime).
- Potential subgrade stability issues during construction.
- Discussion of alternative pavement rehabilitation strategies such as Full Depth Rehabilitation (FDR).
- Specific design recommendations for FDR if judged to be appropriate.

2.3.3 LABORATORY TESTING

- Several in-situ moisture and density tests will be performed on selected brass-tube liner samples.
- Up to two Sieve Analysis and/or Fines Content tests will be performed to help determine subsurface soil characteristics. Up to two Atterberg Limits tests will also be performed to measure the plasticity and expansive potential of the near surface soil, of use in evaluating the pavement subgrade material for suitability for chemical stabilization or other remedial treatment such as Full Depth Rehabilitation (FDR).
- A total of six R-Value tests will be performed on the subgrade materials encountered in each boring on a composite sample of the near-surface subgrade soils in each boring.

2.3.4 GEOLOGY AND GEOLOGIC HAZARDS

This work is not required for the requested geotechnical/pavement study.

2.3.5 REPORT PREPARATION

A Geotechnical/Pavement Engineering report will be prepared and will contain a site plan showing boring locations, boring logs, laboratory test data, a discussion of generalized surface pavement conditions observed during our site reconnaissance, and a summary of site soil and groundwater conditions encountered in the borings. An electronic (PDF) copy of a draft report will be submitted for your review if requested. A PDF copy of the final report will be provided to the District. The report will be signed by a California-registered Geotechnical Engineer. Certified Engineering Geologist (CEG) signature is not required, as pavement studies do not use a CEG.

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

2.3.6 SUPPLEMENTAL ENGINEERING REVIEW, CONSULTATIONS AND MEETINGS

Consultation during design may be required to provide information to other engineers or architects on the design team. We will consult on value engineering strategies such as FDR if the project team wishes to discuss. We will also review geotechnical aspects of the project plans and calculations, as appropriate. We will also coordinate with the design team if we have any comments that need to be incorporated into the plans. We will prepare a letter confirming our review if such is required for Building Permit purposes. We will participate in client and design team meetings per your request. These services would be provided on a Time and Materials (T&M) basis.

2.3.7 CONSTRUCTION PHASE GEOTECHNICAL SERVICES

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

- Project Manager/Engineer attendance at construction site meetings and site visits for geotechnical consultations, as requested.
- Sampling and laboratory testing of subgrade and fill materials (native and import). Laboratory testing is anticipated to include maximum density/optimum moisture (Modified Proctor compaction) testing (ASTM Test Method D1557), and Maximum Theoretical Density of Asphalt Concrete (ASTM D2041).

2.3 | SCOPE OF WORK

- Observation and compaction testing of completed pavement subgrade and baserock (if used) using a nuclear gauge (ASTM Test Method D7759) during the cut/fill mass grading, preparation of subgrade and base layers to confirm the project minimum compaction requirements are met.
- Observation and testing of compacted asphalt concrete.
- Project coordination and engineer's review of Daily Field Reports (DFRs) prepared to document field observations and test results during construction.
- Prepare a Letter Report (optional) summarizing our observations and test results.



2.3.8 SCHEDULE

Following our receipt of your Notice-to-Proceed (NTP), field exploration for our Geotechnical/Pavement Study is anticipated to occur between two and three weeks (weeks of 10/23 or 10/30) after NTP (tentatively October 9, 2023) depending on driller rig availability, also accounting for the Alameda County Public Works Agency minimum two-week processing time for geotechnical drilling permits.

Submittal of the completed geotechnical/pavement report is anticipated to be on the order of four weeks after the completion of field exploration (around December 1, 2023). However, if needed, pavement design recommendations could be developed and transmitted to the project design team prior to completion and submittal of the final report. Additionally, we will make every effort to accommodate other adjustments to the proposed schedule to more closely meet the needs of the design team, if possible, subject to constraints regarding completion of field exploration and subsequent laboratory testing.

REQUEST FOR FEE PROPOSALS

The purpose of this RFQ/P is to solicit statements of qualifications and fee proposals from geotechnical consulting firms for the East Oakland PRIDE Site Improvement Project ("Project") which includes asphalt repaving and new turf field.

A. PROJECT DESCRIPTION

The asphalt paving at the school site is generally in poor condition with an immense number of pavement cracks throughout in the parking lot and playground areas. The District believes the best approach would be to "mill and replace" the asphalt paving for the entire site.

Prior to repaving, the District wishes to retain the services of a geotechnical consulting company to obtain information on the site's asphalt base and asphalt surface course compositions and thicknesses. The playfield areas would occasionally be used for overflow parking. Therefore, the traffic index for the entire site should be 4.0 to 4.5 (i.e., standard for parking lots). Heavy load vehicles such as garbage trucks and fire-engine trucks would periodically drive onto the site.

B. BASIC SERVICES

The Consultant shall agree to provide the Services described below:

- 1.** The Consultant shall be responsible for the professional quality and technical accuracy of all reports, drawings, recommendations and other services furnished by the Consultant under the Agreement as well as design coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its reports, drawings, recommendations and other services.

The Consultant will use all due care and diligence to confirm that its reports, drawings, recommendations and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. The Consultant shall track for District's benefit all such suggested and disclosed information.

- 2. Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").
- 3. Insurance (Mandatory Requirements).** Attach a letter from your insurance company or a certificate of liability insurance ("ACORD") indicating your firm's ability to provide insurance as required in the attached agreement, including but not limited to the following:

3.1 A.M. Best financial strength rating (FSR) of A- or better.

- 3.2 Commercial General Liability Insurance: Commercial general Liability Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
- 3.3 Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Two Million Dollars (\$2,000,000) in the aggregate.
- 3.4 Workers' Compensation and Employer's Liability Insurance: The selected Architect shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected Architect shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- 3.5 Errors and Omissions Insurance: errors and omissions insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).
- 3.6 All insurance will be in a form and with insurance companies acceptable to the District.
- 3.7 Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

C. GENERAL STATEMENT OF WORK:

It is anticipated that the Scope of Services for this Project will include but not limited to the following:

1. To obtain a representative sampling of the site, six (6) 5-foot deep borings are requested. Proposed locations are shown on the attached aerial site plan (two (2) locations @ the parking lot, one (1) @ driveway, two (2) locations @ the playfield, and one (1) @ the east courtyard). The geotechnical report shall include the R-values of each boring. See Attachment 1 for aerial view of site with boring locations.
2. Basic Services shall include an underground utility locating subcontractor to locate existing buried utilities and mark the locations of subsurface explorations. Consultant shall also be responsible for contacting Underground Service Alert.
3. The exploration points shall be backfilled with cement grout under the supervision of an Alameda County Inspector. Clean excess shall be off-hauled. If contaminated soils are encountered, provide special handling and drumming. Obtain District approval for additional costs to dispose of any contaminated soils encountered.
4. Reports must be prepared and signed by a California registered geotechnical engineer in consultation with a California certified engineering geologist. Provide copies of California certificates with the Statement of Qualifications.
5. The Consultant shall submit a not-to-exceed Supplemental Engineering Review

Fee for consultations with the design team including plan review as requested by the District on a time and materials basis during the design phases.

6. Each firm that provides drilling, boring or other services requiring excavation shall submit a project specific safety plan with each agreement. This should include both measures to protect workers and the public as well as the school children and staff. The plan shall include analysis of any special site conditions or hazards as well as method of mitigating risks to an acceptable level.
7. Deliverables will include the Geotechnical Report in PDF format.

D. LIMITATIONS

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning the selection will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P. RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

E. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

F. STATEMENT OF QUALIFICATIONS AND FEE PROPOSAL

1. General Information / Instructions

- 1.1. The District is inviting Statements of Qualifications and Fee Proposals for the "Project" which shall require coordination, administration, consulting and advice, and related services.
- 1.2 The District seeks to identify teams with a record of excellence in efficient planning and project delivery.
- 1.3 The Statement of Qualification and Fee Proposal must contain all requested information and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. The 15-page limit (as if printed single sided) shall address Sections 2.1 thru 2.5 below. The Statement of Qualification shall provide an insightful, straightforward, and concise overview of the capabilities of firm and its Sub-consultants.

2. Content – Statement of Qualifications and Fee Proposal

- 2.1. **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, email address(es), and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its Sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

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

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

2.2 Firm Information

Narrative - Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:

- 2.1.1 Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 2.1.2 Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.
- 2.1.3 Identify school district and relevant building type projects performed by firm in the past three (3) years. Limit response to no more than the

twenty (20) most recent projects. Please include the following information for each project (25 points for 2.4.4.1 thru 2.4.4.5):

- 2.1.3.1 Name of project and client,
- 2.1.3.2 Scope of projects, description of services provided,
- 2.1.3.3 Contact person, telephone number and email address,
- 2.1.3.4 Firm person in charge of each project,
- 2.1.3.5 Construction dollar value of each project,

2.3 Scope of Work

Provide a detailed description of the services provided into sections including but not limited to:

- 2.3.1 Preliminary Field Activities
- 2.3.2 Field Exploration
- 2.3.3 Laboratory Testing
- 2.3.4 Geology and Geologic Hazards Study
- 2.3.5 Report Preparation
- 2.3.6 Supplemental Engineering Review, Consultation and Meetings
- 2.3.7 Construction Phase Geotechnical Services
- 2.3.8 Schedule

2.4 **Litigation.** Provide information on all litigation arising from the project, if any, in the past five (5) years. State the issues in the litigation, the status of litigation, names of parties, and outcome.

2.5 Professional Fees

Firms shall provide a fee proposal with detailed scopes of work.

2.5.1 Include a line item for a 10% contingency to the proposed fee. The proposed fee with the 10% contingency will be considered the not-to-exceed fee for the Project. The contingency will be to cover potential additional services and shall be subject to District approval.

Breakdown of Fee Proposal shall be submitted as follows:

- Proposed Fee
- Contingency of 10% of Proposed Fee
- Not-to-Exceed Fee (Proposed Fee plus 10% Contingency)

2.5.2 Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Also note the time period that the fee schedule would apply and shall include the period covering the project duration.

The District reserves the right to negotiate different rates submitted with the RFQ/P prior to the execution of the agreement.

2.6 **Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. These may data that may assist the District in understanding firm's qualifications, capacity and/or expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page limit.

3 Local, Small Local and Small Local Resident Business Enterprise Program

Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the following form ("Local Business Participation Worksheet").

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

Project: East Oakland PRIDE Site Improvement Project

Date:

<i>Team Member</i>	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland or other OUSD approved agency(ies) or Certification Number and Expiration Date
<i>Prime Company: Address: Phone: Email:</i>					
<i>Company: Address: Phone: Email:</i>					
<i>Company: Address: Phone: Email:</i>					
<i>Company: Address: Phone: Email:</i>					
<i>Company: Address: Phone: Email:</i>					
<i>Company: Address: Phone: Email:</i>					
<i>Company: Address: Phone: Email:</i>					
<i>TOTAL PARTICIPATION</i>					

Approval – LBU Compliance Officer

G. DISTRICT'S EVALUATION / SELECTION PROCESS

1. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
2. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s). Any comments or objections to the form of Agreement attached hereto as **EXHIBIT A** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
3. District Investigations - The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms.

H. FINAL DETERMINATION AND AWARD

1. The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.
2. The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.
3. The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

END OF RFQ/P

ATTACHMENT 1

LEGEND:

BORING LOCATION



Exhibit D

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FORM

{SR801546}

Agreement for Engineering Services – Atlas Technical Consultants, LLC East Oakland Pride Elementary School
Site Improvements Project - \$21,460.00

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

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

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

(Education Code §45125.1(h).)

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

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

3.0 | LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant: **Atlas Technical Consultants LLC**
 Project: East Oakland PRIDE Site Improvement Project
 Date: **September 28, 2023**

<i>Team Member</i>	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland or other OUSD approved agency(ies) or Certification Number and Expiration Date
Prime Company: Atlas Address: 534 23rd Ave Oakland, CA 94606 Phone: (510) 436-7626 Email: corey.dare@oneatlas.com	100%	100%	0%	0%	Port of Oakland LIABE Cert #9478-22 Exp 7/31/2024
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION	100%	100%	0%	0%	

Approval – LBU Compliance Officer

Memorandum:

Date: Sep 19, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Ty Taylor, Juanita Hunter, Shivani More, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Exemption Notice - EOP - Geotechnical Consulting Services

Greetings Ms. Chatman and Mr. Jang,

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

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

Site: East Oakland Pride

Scope: Geotechnical Consulting Services

For the above referenced project, it has been determined that the estimated anticipated contract size will fall below the identified threshold of \$84,100 for professional services, as determined by the Local Business Policy. Given this information, it is our recommendation that this project be exempt from the 50% minimum Local Business Participation requirement as long as a minimum of three local certified firms have been included in the solicitation.

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

Sincerely,

Tiffany Knuckles



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	East Oakland Pride Elementary School Site Improvements Project	Site	107
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Basic Directions

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

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

Contractor Name	Atlas Technical Consultants, LLC	Agency's Contact	Corey Dare		
OUSD Vendor ID #	003087	Title	Principal Geo. Engineer		
Street Address	534 23 rd Avenue	City	Oakland	State	CA
Telephone	925-580-7343	Zip	94606	Policy Expires	
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee?	
OUSD Project #	22144			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-30-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	05-30-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$21,460.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9909	Fund 1/ Measure Y	210-9655-0-9909-8500-6262-1 07-9180-9906-9999-22144	6265	\$21,460.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management	Signature			
		Date Approved	11/6/2023		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Lozano Smith, approved as to form		
		Date Approved	11/2/23		
3.	Chief Systems & Services Officer, Facilities Planning and Management	Signature			
		Date Approved	11/6/23		
4.	Chief Financial Officer	Signature			
		Date Approved			
5.	President, Board of Education	Signature			
		Date Approved			