

Board Office Use: Legislative File Info.	
File ID Number	25-1968
Introduction Date	8-27-2025
Enactment Number	
Enactment Date	



Memo (Bid Award)

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date August 27, 2025

Subject Agreement for Engineering Services – Salas O’Brien, Inc. – Ethel Moore Building Project – Division of Facilities Planning

Action Requested Ratification by the Board of Education of the Agreement for Engineering Services by and Between the District and **Salas O’Brien, Inc.**, Oakland, CA, for the latter to provide continued construction services which includes, preparation of a structural soundness report and cost estimations in accordance with the City of Oakland requirements for the **Ethel Moore Building Project, pursuant to the Resolution No. 2425-0132.1**, in the not-to-exceed amount of **\$24,790.00**, which includes a contingency fee of **\$5,000.00**, the emergency construction work will commence on **August 13, 2025**, and is scheduled to last until **December 31, 2025**.

Discussion Contractor was selected under an Emergency Contract, which no competitive bidding is required, in addition, this contract is authorized by the District’s resolution to approve certain Emergency Contracts (Public Contract Code §§22035 and 22050.).

LBP (Local Business Participation Percentage) Waiver

Recommendation Ratification by the Board of Education of the Agreement for Engineering Services by and Between the District and Salas O’Brien, Inc., Oakland, CA., for the latter to provide continued construction services which includes, preparation of a structural soundness report and cost estimations in accordance with the City of Oakland requirements for the Ethel Moore Building Project, pursuant to the Resolution No. 2425-0132.1, in the not-to-exceed amount of \$24,790.00, which includes a contingency fee of \$5,000.00, the emergency construction work will commence on August 13, 2025, and is scheduled to last until December 31, 2025.

Fiscal Impact Fund 21 Building Fund, Measure B

Attachments

- Contract Justification Form
- Board Resolution No. 2425-0132.1
- Agreement, and Scope
- 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. 25-1968

Department: Facilities Planning and Management

Vendor Name: Salas O'Brien Engineers, Inc.

Project Name: Ethel Moore Building

Project No.: 25056

Contract Term: Intended Start: August 13, 2025

Intended End: September 30, 2025

Total Cost Over Contract Term: \$24,790.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

The contractor was selected directly by the District.

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

The contractor will provide construction services, which includes, preparation of a structural soundness report and cost estimations in accordance with the City of Oakland requirements for the Ethel Moore Building Project. Per Resolution (2425-0132) approved by the BOE on June 25, 2025, declares an emergency and authorizes contracts for emergency construction services to secure, assess and evaluate the Ethel Moore Building.

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 contractor was selected directly based on their relevant experience and proven expertise. Their pricing was the most reasonable and cost-effective option for the district. Resolution (2425-0132) approved by BOE on 6/25/2025 which declares an emergency and allows procurement of emergency services.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ 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)
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ 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:

- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060). Emergency contract (Public Contract Code §§22035 and 22050)

Memorandum:

Date: Aug 18, 2025

To: Mary Ledezma

CC: Preston Thomas, David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Various Sites - Emergency Construction Services

Greetings Ms. Ledezma -

Please see the LBU Memo below regarding the following project:

Project Name: Emergency Construction Services

Various Sites: Hillside Academy, Ralph Bunche Academy, Ethel Moore Memorial Building, Paul Robeson Building

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115, and in congruence with Public Contract Code section 22050 - The District staff may enter into one or more contracts for demolition and related construction services without competitive bidding in order to abate hazardous conditions at several vacant District-owned sites. In such cases deemed "Emergency Projects" - which pose imminent danger (e.g fires, floods, earthquakes) or immediate threat to the health, safety, and welfare of Oakland residents, normal bidding procedures may be waived, and LBU modified from 50% - 0%.

Based on the implementation of BP7115 and Public Code 22050, it is recommended that the LBU requirements for the above referenced project be modified.

LBU Recommendation:

LBU Modification - Cumulative 50% - No SLBE Requirement ▾

The LBU Requirement may be met with a modified **50% Cumulative Local Business Participation** - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.

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

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

**AGREEMENT
FOR
ENGINEERING SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
SALA'S O'BRIEN, INC.**

**August 13, 2025
OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street,
Oakland, CA 94601**

TABLE OF CONTENTS

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

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 **SALAS O’Brien, Inc.** (the “Engineer”), with respect to the following recitals:

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

The Parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

1.7 **Engineer.** “Engineer” shall mean **Salas O’Brien**, 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 **The Ethel Moore Demolition – Structural Soundness Assessment Report located at 1111 Second Avenue, Oakland, California.**

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 SEVEN**

HUNDRED NINETY DOLLARS NO/100 (\$19,790.00), which is Engineer's estimate of the maximum total cost of its Basic Services on the Project, based on its _____, 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 **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)**. However, Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

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

4.3.2 Engineer shall be reimbursed by District for its Reimbursable Expenses on the Project. Engineer's total reimbursement for Reimbursable Expenses shall not exceed **ZERO DOLLARS AND NO/100 (\$0.00)**, 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-FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NO/100 (\$24,790.00)**. For services satisfactorily performed, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Engineer's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Engineer's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute

and, upon Engineer's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

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

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

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

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

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

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ENGINEER

5.1 General

5.1.1 Engineer's Basic Services consist services normally required to perform the tasks,

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

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

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

5.2 Consultants

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

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

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

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

5.3 Performance of Services.

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

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

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

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

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

5.3.6 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise

incurs costs or damages as a result of Wrongful Acts or Omissions, the Engineer shall be responsible for the following:

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

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

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

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER

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

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

6.2.1 providing financial feasibility or other special studies;

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

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

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

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

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

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

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

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

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

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

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

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

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

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

ARTICLE 8

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

8.5 The Engineer's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Engineer shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the

additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Engineer shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Engineer shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

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

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

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

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

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

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

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

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

and a Certificate of Self-Insurance satisfactory to the District.

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

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services under this Agreement, the Consultant shall furnish to the District satisfactory proof that the Consultant and the sub-consultants 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) aggregate with One Million Dollars (\$1,000,000) per occurrence, 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, Consultant and sub-consultants shall provide errors and omissions insurance on a claims-made basis.

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPLIANCE WITH LAWS

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

ARTICLE 12 TERMINATION OF AGREEMENT

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

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

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

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

12.3 Miscellaneous Termination Provisions

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

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

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

ARTICLE 13

ENGINEER AN INDEPENDENT CONTRACTOR

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

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

[Not Used.]

ARTICLE 15

OWNERSHIP OF DOCUMENTS

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

15.2 The Engineer will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Engineer's

files for a period of no less than fifteen (15) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16

LICENSING OF INTELLECTUAL PROPERTY

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

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

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

ARTICLE 17

ACCOUNTING RECORDS OF ENGINEER

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

ARTICLE 18

INDEMNITY

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

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

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

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

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

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Engineer and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Engineer's com-

pletion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Engineer shall be entitled to such indemnification only if each of the following conditions are met: (a) Engineer actually re-draws or completes such other designs or contract documents; (b) Engineer complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Engineer with the previously prepared documents or materials; and (d) District expressly requests that the Engineer utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19 TIME SCHEDULE

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

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

ARTICLE 20 MISCELLANEOUS PROVISIONS

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

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

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

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Preston Thomas

Engineer: Salas O'Brien
55 Harrison Street
Oakland, CA 94607
Attention: John Westphal, Managing Principal

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

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

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

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

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

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

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

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

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

shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

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

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

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

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

* * * * *

OAKLAND UNIFIED SCHOOL DISTRICT

**Jennifer Brouhard, President,
Board of Education**

Date

SALAS O'BRIEN, INC.

Signature

8/15/2025

Date

Denise G. Sädler, EdD, Interim Superintendent & Secretary Board of Education

Date

8/16/25

**Preston Thomas, Chief Systems & Services
Officer**

Print Name, Title

JUSTIN BETTNER, PE, SE

VICE PRESIDENT / SENIOR STRUCTURAL ENGINEER

James Traber

08/08/2025

**James Traber, Esq.
OUSD, Legal Counsel**

Date

Exhibit A

RATE SCHEDULE



Rate Schedule

LABOR CATEGORY	RATES 2025*
Senior Principal	\$325
Principal	\$295
Vice President	\$260
Associate Vice President	\$235
Structural Engineer	\$225
Senior Project Engineer	\$220
Project Engineer	\$215
Staff Engineer	\$195
Sr. CAD/BIM	\$180
CAD/BIM	\$160
Administrative	\$85

~~*Rates shown reflect labor applied in the noted year and are subject to change on January 1st of each subsequent year.~~

Exhibit B

PROJECT SCHEDULE

Contract Term: Intended Start: August 13, 2025
Intendent End: December 31, 2025

Exhibit C

SCOPE OF SERVICES

July 31, 2025

Mary Ledezma
Project Manager – Facilities Planning & Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

Structural Engineering Services Proposal
Structural Soundness Reporting – Ethel Moore Building Demolition Project #25056
1025 2nd Avenue, Oakland, CA
Salas O'Brien Proposal Number: 2599-00102-00

Dear Mary,

Salas O'Brien Inc. is pleased to provide you with this structural services proposal for the Ethel Moore Memorial Building at 1025 2nd Avenue in Oakland, California. This proposal is based on the 7/2/25 meeting correspondence and electronic documents provided to us on 7/3/25.

The Ethel Moore Memorial Building is adjacent to the Lake Merritt channel and was completed in 1922. It originally served as a health clinic for low-income residents of Alameda County. It is currently unoccupied and was heavily damaged by a fire in the summer of 2024.

The building is owned by the Oakland Unified School District (OUSD), though it is our understanding that it is not under the jurisdiction of the California Division of the State Architect (DSA).

Scope of Work

Salas O'Brien's services will include Structural Soundness reporting for the building in accordance with the City of Oakland's assessment requirements for demolishing historic structures. This process is required by Section 17.136.075 of the City of Oakland Planning Code to determine whether demolition is justified.

The report content will include the following:

- Building description
- Construction summary
- Damage summary
- Rough order-of-magnitude (ROM) cost estimates for both rehabilitation and rebuilding
- Description of known structural modifications (to the extent available)
- Supporting past permit information (to the extent available)



Exclusions

The following are excluded from Salas O'Brien's scope of services:

- Material testing and hazardous material assessment
- Observation of items not visible or safely accessible
- Direct consultation with jurisdictional authorities
- Review of non-structural elements and components
- Review for conformance with Division of the State Architect (DSA) provisions
- Structural analysis, design, and permitting
- Construction administration and construction phase support

Schedule

Based on the information provided, it is anticipated that the reporting services will be required for a maximum duration of four (4) months from the execution date of this proposal. Extensions to this duration would be addressed as an additional service.

Project Fees

The noted structural engineering services will be provided for a lump sum fee of **\$24,790**. Reimbursables will be invoiced separately from the lump sum fee.

Fee Breakdown:

Title	Hourly Rate	Estimated Hours	Labor
Principal	\$325	8	\$2,600
Project Manager	\$260	28	\$7,280
Project Engineer	\$225	34	\$7,650
CAD	\$160	8	\$1,280
Administrative	\$85	8	\$680
Contingency			\$5,000
Reimbursable Expenses			\$300
TOTAL			\$24,790

Invoicing will occur on a monthly basis in accordance with our General Terms and Conditions. This proposal can serve as an interim agreement and our authorization to proceed. A signed copy of this proposal will need to be received either physically or electronically once approved.



Energetically yours,

✓ **JUSTIN BETTNER, PE, SE**
Vice President, Senior Structural Engineer

Salas O'Brien Inc.

Approved by: _____

Date: _____

Firm:

Client Project Number: _____

(If applicable, please provide your project number when you sign this agreement and return.)

Included attachments:

- ▲ Hourly Rates Schedule
- ▲ Standard Terms & Conditions

Board Office Use: Legislative File Info.	
File ID Number	25-1314A
Introduction Date	8-13-2025
Enactment Number	25-1237A
Enactment Date	8/13/2025 er



Memo (Non-Bid Award)

To Board of Education

From Denise Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date August 13, 2025

Subject Resolution for the Declaration of An Ongoing Emergency Construction Services for the repair of dangerous conditions at various sites via demolition of existing structures continues to exist.

Action Requested Adoption by the Board of Education of Resolution No. 2425-0132.1 – Declaring That The Need For Emergency Construction Services For The Repair Of Dangerous Conditions At Various Sites Via Demolition Of Existing Structures Continues To Exis, at the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (collectively referred to herein as the “Sites”).

Discussion An emergency exists that permits the District not to use competitive bidding. (Public Contract Code §§22035 and 22050.) To expedite the start of the repair work, District staff entered the agreement effective July 10, 2025, thus requiring ratification by the Board. (Education Code §17604.) The need to provide the emergency repair work until the next Board meeting remains, and conditions do not currently allow use of competitive bidding to complete the remaining repair work. (Public Contract Code §22050(c)(1) and (3).)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Adoption by the Board of Education of Resolution No. 2425-0132.1 – Declaring That The Need For Emergency Construction Services For The Repair Of Dangerous Conditions At Various Sites Via Demolition Of Existing Structures Continues To Exis, at the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (collectively referred to herein as the “Sites”).

Fiscal Impact Not To Exceed \$11,233,327.00

Attachments

- Contract Justification Form
- Board Resolution No. 2425-0132.1
- Exhibit A

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2425-0132.1

**DECLARING THAT THE NEED FOR EMERGENCY CONSTRUCTION SERVICES FOR THE
REPAIR OF DANGEROUS CONDITIONS AT VARIOUS SITES VIA DEMOLITION OF
EXISTING STRUCTURES CONTINUES TO EXIST**

WHEREAS, pursuant to Public Contract Code Section 22035(a), in cases of emergency when repair or replacements are necessary, the Oakland Unified School District's ("District") Board of Education ("Board") may proceed to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts; and

WHEREAS, Public Contract Code Section 22050(a)(1) provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, the District is the owner of several abandoned and unoccupied sites located within the District's boundaries, specifically the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (collectively referred to herein as the "Sites"); and

WHEREAS, on June 25, 2025, pursuant to Resolution No. 2425-0132.1, the District's Board of Education delegated to the District's Superintendent, and to the Chief Systems and Services Officer or their respective designees, the authority to take such action as necessary to procure the necessary equipment, services, and supplies to perform the Work without giving notice for bids to let contracts up to \$11,233,327 from Bond Measure Y. With respect to Ethel Moore and Paul Robeson only, the authorization only extended to contracting to secure the building, assessing and evaluating the building; and

WHEREAS, pursuant to the authority granted under Resolution No. 2425-0132, District staff entered into five separate contracts to address the emergency conditions at the Sites (collectively, the "Work"), including: (1) a contract with ACC Environmental Consultants ("ACC"; 25-1682) for supplemental asbestos and lead survey sampling in connection with the planned demolition of the Ethel Moore Building Demolition Project in the amount of \$30,287.50; (2) a second contract with ACC (25-1684) for supplemental asbestos and lead survey sampling in connection with the planned demolition of the Hillside at Castlemont Demolition Project in the amount of \$30,943.00; (3) a third contract with ACC (25-1686) for supplemental asbestos and lead paint survey with PCB sampling in connection with the planned demolition of the Paul Robeson in the amount of \$32,318.00; (4) a fourth contract with ACC (25-1687) for supplemental asbestos and lead paint survey with PCB sampling in connection with the planned demolition of the Ralph Bunche in the amount of \$53,319.20; (5) a contract with Asbestos Management Group (25-1735) for demolition of portables and buildings at Ralph J. Bunche Academy, and Hillside Academy, and related construction services, including abatement of hazardous materials in the amount of \$650,000.00; (6) a contract with Mar Con Builders to provide continued demolition and related construction services which includes, securing the lower floor window openings, temporary fencing and power generator in the amount of \$101,025; (7) a contract with Salas Obrien Engineers for preparation of a structural soundness

report and cost estimations in the amount of \$24,790; and (8) a contract with Deco Tech Systems, Inc. to provide installation of security cameras to monitor the Paul Robeson and Ethel Moore buildings.

WHEREAS, work for these contracts is anticipated to be completed on or before October 31, 2025. The continuation of these contracts is necessary to fully abate the emergency conditions at the Sites.

WHEREAS, the presence of hazardous, deteriorated, and unsecured structures at the Sites, coupled with ongoing vandalism, environmental hazards, and illegal activity, and the current state of these Sites continues to constitute an emergency as defined in Public Contract Code section 1102, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services; and

WHEREAS, the Board is required by Public Contract Code section 22050(c) to review the emergency action at its next regularly scheduled meeting and, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action; and

WHEREAS, in light of the continuing urgency to complete the demolition and removal work necessary to eliminate hazardous conditions and prevent further threats to the health and safety of the community, there is a need to continue the emergency action at the Sites;

NOW, THEREFORE, the Governing Board of the Oakland Unified School District hereby finds, determines, declares, orders and resolves as follows:

1. That the above recitals are true and correct;
2. That the Board hereby finds and declares that the ongoing hazardous and unsecured conditions at the Sites, including deteriorated structures, environmental hazards, and illegal activity, continue to constitute an emergency as defined in Public Contract Code section 1102, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services;
3. That, pursuant to Public Contract Code section 22050(c)(1), the Board has reviewed the emergency action authorized under Resolution No. 2425-0132 and determines that there continues to be a need to take immediate action to abate the emergency conditions at these Sites as described in that Resolution;
4. That the Board reaffirms its authorization for District staff to continue to procure the necessary equipment, services, and supplies for the demolition and removal of structures and improvements at the Sites, without giving notice for bids to let contracts, as permitted by Public Contract Code section 22050;
5. That District staff shall continue to report back at each regularly scheduled Board meeting on the status of the emergency and the progress of the Work until the emergency has been terminated and no further emergency action is necessary.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 13th day of August, 2025; by the following vote, to wit:

AYES: Rachel Latta, VanCedric Williams, Patrice Berry, Clifford Thompson, Vice President

Valarie Bachelor, President Jennifer Brouhard

NOES: None

ABSTENTIONS: Mike Hutchinson

ABSENT: Maximus Simmons (Student Director), Marianna Smith (Student Director)

RECUSED: None

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on August 13, 2025.

Legislative File Info.	
File ID Number:	25-1314A
Introduction Date:	8/13/2025
Enactment Number:	25-1237A
Enactment Date:	8/13/2025 er

OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard
President, Board of Education



Denise G. Saddler, EdD
Interim Superintendent and Secretary, Board of Education

EXHIBIT A

1. All structures and improvements within the yellow box in Figure 1 below located at 1025 2nd Ave, Oakland, CA 94606.
 - Alternate Name(s): Paul Robeson Building and Ethel Moore Annex
 - Area: 65,484 SF (1.5 acres)
 - General Plan (Zoning): Urban Residential



Figure 1

2. All structures and improvements within the yellow box in Figure 2 below located at 1240 18th St, Oakland, CA 94607.
 - Alternate Name(s): Ralph Bunche Academy
 - Area: 135,424 SF (3.11 acres)
 - General Plan (Zoning): Institutional



Figure 2

3. All structures and improvements as indicated within the yellow box in Figure 3 below located at 2399 84th Ave (marked in yellow in the Figure 3)
 - Alternate name: Hillside at Castlemont
 - Area: 116,290 SF (1.9 acres)
 - General Plan: Institutional



Figure 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2025

4/2/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No):
INSURED 1499643 SALAS O'BRIEN INC. 8825 RESEARCH DRIVE IRVINE CA 92618	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Columbia Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 16535 31127

COVERAGES**CERTIFICATE NUMBER:** 21601305**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO 3537984	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP 3537985	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	WC 3537983	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	AEH591877402	8/15/2024	8/15/2025	PER CLAIM: \$1,000,000 AGGREGATE: \$2,000,000

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

RE: CONTRACT NUMBER: SR801546; PROJECT: THE ETHEL MOORE BUILDING FIRE DAMAGE; LOCATION: 1111 SECOND AVENUE, OAKLAND, CA 94606. OAKLAND UNIFIED SCHOOL DISTRICT, A CALIFORNIA PUBLIC SCHOOL DISTRICT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, EXCEPT IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

21601305
OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA 94601

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



OAKLAND UNIFIED
SCHOOL DISTRICT

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Ethel Moore Building	Site	001
---------------------	----------------------	-------------	-----

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

Contractor Information

Contractor Name	Salas O'Brien, Inc.	Agency's Contact	John Westphal				
OUSD Vendor ID #	009540	Title	Principal				
Street Address	55 Harrison Street, Suite 550	City	Oakland	State	CA	Zip	94607
Telephone	510-208-3300	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☐ Yes ☒ No		Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	25056						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	08-13-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	9-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$24,790.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9658/9000	Fund 21 Measure Y	210-9658-0-9000-8200-5825-001-9180-9906-9999-25056	5825	\$24,790.00

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			
2.	Counsel, Facilities and Planning				
	Signature James Traber	Date Approved	08/08/2025		
	Chief Systems and Services Officer				
3.	Signature	Date Approved	8/8/25		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			