

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26-1159-A
Introduction Date	05-27-26
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# Board Cover Memorandum

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent  
Preston Thomas, Chief Systems & Services Officer  
Pranita Ranbhise, Executive Director, Facilities Planning & Management

**Meeting Date** May 27, 2026

**Subject** Energy Management and Sustainability: Solar Recommissioning

**Ask of the Committee** Overview of the energy contract with Willdan Energy Solutions, Inc. to support the recommissioning of existing District-owned solar systems. Staff is seeking adoption by the Board of Education, upon recommendation of the Facilities Committee, of Resolution No. 2526-0106A - 4217 ENERGY SERVICES AGREEMENT .

**Background** OUSD’s energy and sustainability strategy reduces utility costs, improves building performance, and advances the District’s climate goals. To inform long-term facilities and energy planning, the District completed an Investment Grade Audit (IGA) to evaluate energy conservation management and decarbonization opportunities across District facilities.

Solar is a key component of this portfolio, supporting both the District’s clean energy goals and overall project economics. The District is also evaluating retrocommissioning and recommissioning improvements for existing solar photovoltaic systems across multiple OUSD sites. This work includes inverter upgrades, improvements to the monitoring and data acquisition system (DAS), and operational enhancements intended to restore underperforming systems, improve energy generation, and strengthen long-term system reliability. These improvements support the District’s broader energy conservation and sustainability strategy while maximizing the value of prior solar investments.

**Discussion** The proposed solar recommissioning projects will provide cost savings to OUSD’s General Fund by reducing PG&E costs and increasing opportunities to grow the Green Revolving Fund through Solar Renewable Energy Credits. The projects are also intended to support the District’s Climate Emergency Resolution and Sustainability Policy by increasing on-site renewable energy generation, reducing

greenhouse gas emissions, and creating opportunities for sustainability education and workforce pathways.

A key driver for this investment is that the District is not currently realizing the full value of solar assets installed in 2014–15. Current analysis shows that the average production from these existing systems is approximately 28% of expected production, significantly limiting the District’s ability to reduce utility costs and benefit from prior renewable energy investments. The recommissioning work will replace key infrastructure that has reached the end of life and is intended to restore these systems to approximately 95% of expected production, allowing the District to better leverage existing infrastructure and maximize long-term operational savings.

By restoring solar production, the District can reduce strain on aging electrical infrastructure, generate utility savings that may be reinvested into cooling, shade, greening, and other student wellness improvements, and strengthen the long-term sustainability of school campuses. This approach ensures that prior solar investments are fully utilized while supporting broader climate resilience, energy efficiency, and General Fund cost avoidance goals.

**Fiscal Impact**

The solar retro-commissioning contract is estimated to cost \$1.5 million, with a \$1M contingency to account for uncertainties in the system's condition and repairs needed that will be assessed under the current Measure J Allocation for solar. The recommissioning of existing District-owned solar systems is expected to restore energy generation, improve long-term system reliability, and maximize lifecycle savings from the District’s existing solar portfolio.

Once solar systems are back online, the retro-commissioning should range between \$150,000-\$346,000 a year cost avoidance for utilities from the General Fund. Over the life of the investment, that would be a total of \$4,705,713.

**Attachment(s)**

- Resolution No. 2526-0106A
- Presentation on the ITC Solar PV



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No. 26-1159-A**

**Department: Division of Facilities Planning and Management**

**Vendor Name: Willdan Energy Solutions**

**Project Name: Energy Management and Sustainability: Solar Recommissioning Project No.: 26046**

**Contract Term: Intended Start: 05-28-26 Intended End: 12-30-2027**

**Total Cost Over Contract Term: \$2,500,000.**

**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?**

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

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

Willdan to recommissioning of offline and not working solar systems at 16 sites: Brett Harte Middle School, Castlemont High School, Edna Brewer Middle School, Havens Court Middle School, Rudsdale Continuation High School (formerly King Estates Middle School), West Oakland Middle School (formerly Lowell Middle School), McClymonds High School, Montera Middle School, Oakland High School, Oakland International High School, Oakland Technical High School, Roosevelt Middle School, Sankofa United Elementary School, Skyline High School, Westlake Middle School, and Madison Park Academy. Willdan is responsible for assessing, repairing or replacing, monitoring, and reporting for all solar systems at the 16 listed sites.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

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

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (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:

- Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

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

**RESOLUTION NO. 2526-0106A**

**APPROVING 4217 ENERGY SERVICES AGREEMENT**

**WHEREAS**, the Oakland Unified School District ("District") Board of Trustees ("Board") supports the goal of energy efficient and cost-effective school operations; and

**WHEREAS**, the California legislature seeks to encourage the implementation of energy projects at public facilities through legislation designed to provide flexibility to public agencies in structuring agreements for alternative energy projects (Government Code sections 4217.10 *et seq.*); and

**WHEREAS**, the District and Willdan Energy Solutions ("Willdan") have developed an energy services agreement to support the District's goal of energy efficient and cost-effective school operations, relating to the assessment, recommissioning, and repair of existing District solar photovoltaic systems at District sites (the "Recommissioning Agreement"); and

**WHEREAS**, pursuant to the Recommissioning Agreement, Willdan will perform assessment, recommissioning, and repair work for existing solar photovoltaic systems at sixteen (16) District sites, including an initial assessment phase pursuant to which the District may elect, in its discretion, whether to proceed with recommended repair work at individual sites; and

**WHEREAS**, Section 4217.12(a) of the California Government Code authorizes the Board to enter into contracts for design, construction, installation, and repair of energy conservation measures on terms the Board concludes are in the best interests of the District, if it finds that the anticipated cost of the purchase will be less than the anticipated cost of energy that would have been purchased by the District in the absence of the Recommissioning Agreement; and

**WHEREAS**, the Board has received and reviewed information relating to the Recommissioning Agreement indicating that the cost of the assessment, recommissioning, and repair of existing District solar photovoltaic systems, will be less than the anticipated cost of energy that would have been consumed or purchased by the District in the absence of the Recommissioning Agreement; and

**WHEREAS**, the District desires to retain Willdan to perform the services contemplated by the Recommissioning Agreement pursuant to the terms and conditions thereof; and

**WHEREAS**, competitive bidding is not required for the Recommissioning Agreement under Government Code section 4217, *et seq.*, and the Board finds that entering into the Recommissioning Agreement pursuant to such authority is in the best interests of the District;

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OAKLAND UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Based on information and documentation reviewed by the Board, the Board makes the findings required by Government Code section 4217.12 that: (i) the services to be provided pursuant to the Recommissioning Agreement will be less than the anticipated cost to the District of energy consumed by the District in the absence of the Recommissioning Agreement; and (ii) approval of the Recommissioning Agreement is in the best interests of the District.

Section 3. The Board hereby approves the 4217 ENERGY SERVICES AGREEMENT and authorizes the President and Secretary of the Board to execute said Agreement.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this \_\_\_th day of \_\_\_\_\_, 2026, by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

ABSENT:

**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 \_\_\_\_\_, 2026.

<b>Legislative File</b>	
File ID Number:	26-1159-A
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<p><b>OAKLAND UNIFIED SCHOOL DISTRICT</b></p> <p>_____</p> <p>Jennifer Brouhard, President, Board of Education</p> <p>_____</p> <p>Denise Gail Saddler, Ed.D., Interim Superintendent and Interim Secretary, Board of Education</p>
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**4217 ENERGY SERVICES AGREEMENT**

**By and between**

**Oakland Unified School District,  
a California public school district**

**And**

**Willdan Energy Solutions  
a California corporation**

**OUSD Solar Recommissioning Project**

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**OAKLAND UNIFIED SCHOOL DISTRICT**

**OUSD Solar Recommissioning Project**

**1. Energy Services Contract**

## ENERGY SERVICES CONTRACT

This ENERGY SERVICES CONTRACT (“Contract”) is entered into as of May 28th, 2026 by and between the OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district (“District”), and WILLDAN ENERGY SOLUTIONS, a California corporation (“Contractor”). The District and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, California Government Code § 4217.10 et seq. authorizes public agencies, including school districts, to enter into energy services contracts without competitive bidding upon making certain findings at a duly noticed public hearing; and

**WHEREAS**, the District previously installed solar photovoltaic systems at multiple school sites in furtherance of its commitment to clean energy and long-term energy cost savings; and

**WHEREAS**, certain inverters at sixteen (16) District sites identified in the table below (each, a “Site” and collectively, the “Sites”) require replacement to ensure that the solar systems continue to perform as intended, and the District has determined that contracting for such replacement is in the best interests of the District and its students:

Site No.	Site Name	Address
1.	Brett Harte Middle School	3700 Coolidge Ave, Oakland, CA 94602
2.	Castlemont High School	8601 MacArthur Blvd Bldg. 300, Oakland, CA 94605
3.	Edna Brewer Middle School	3748 13th Ave, Oakland, CA 94610
4.	Havens Court Middle School	1390 66th Ave, Oakland, CA 94621
5.	Rudsdale Continuation High School (formerly King Estates Middle School)	8251 Fontaine Street, Oakland, CA
6.	West Oakland Middle School (formerly Lowell Middle School)	991 14th St, Oakland, CA 94607
7.	McClymonds High School	2607 Myrtle St, Oakland, CA 94607
8.	Montera Middle School	5555 Ascot Dr, Oakland, CA 94611
9.	Oakland High School	1023 MacArthur Blvd, Oakland, CA 94610
10.	Oakland International High School	4521 Webster St, Oakland, CA 94609
11.	Oakland Technical High School	4351 Broadway, Oakland, CA 94611
12.	Roosevelt Middle School	1926 E 19th St, Oakland, CA 94606
13.	Sankofa United Elementary School	581 61st Street, Oakland, CA
14.	Skyline High School	12250 Skyline Blvd, Oakland, CA 94619
15.	Westlake Middle School	2629 Harrison Street, Oakland, CA
16.	Madison Park Academy	400 Capistrano Drive, Oakland, CA

**WHEREAS**, the District has determined that engaging Contractor, to perform the work at the Sites will ensure the continued efficient generation of solar energy and support the District’s renewable energy goals; and

**WHEREAS**, the District’s Governing Board has determined, after holding a public hearing with at least two weeks’ advance published notice, that the anticipated costs of this Agreement will be less than the

anticipated marginal energy costs that would otherwise be incurred by the District in the absence of this Agreement, consistent with California Government Code § 4217.12.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **1. Description of Work**

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as OUSD Solar Recommissioning Project (“Project”). The location of the Project is at the sixteen (16) District Sites as identified in the Recitals.

Contractor shall perform the Work in strict compliance with all requirements of the Contract Documents, including without limitation the plans and specifications (if any), all modifications and addenda issued thereto, and the detailed Scope of Work attached hereto and incorporated as **Exhibit A** (“Scope of Work”) and will consist of two phases, an assessment phase (“Assessment Phase”), and a repair phase (“Repair Phase”). As part of the assessment phase, Contractor shall develop and submit to District for review a proposed recommissioning and repair plan for each Site identifying recommended work, anticipated costs, and any associated schedule considerations. District may, in its sole discretion, elect to proceed with all, part, or none of the recommended work at any Site. For purposes of this Contract, the term “Work” shall mean and include all labor, materials, equipment, tools, supplies, services, supervision, and incidentals necessary for the Contractor to perform and complete the Project in accordance with the Contract Documents, together with all incidental work, obligations, and responsibilities reasonably inferable therefrom or customarily performed in connection with projects of a similar nature, whether or not specifically described in the Contract Documents.

### **2. Contract Documents**

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the Scope of Work, the Project Forms, the required Bonds (if applicable) and the Insurance forms, the General Conditions, the Drawings and Specifications and all of contractor’s certificates executed for the Project.

### **3. District Representative**

The District Representative is District’s project manager of the Project.

### **4. Architect/Design Professional In Charge**

The Architect or Design Professional in charge shall be designated by the District from time to time; references to the “Architect” or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants, or if there is no Architect or Design Professional for a project, such references shall be deemed references to the District’s Representative.

### **5. Compensation to Contractor**

- a. Contract Price.** The District shall pay the Contractor, as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract

Documents, the not to exceed price is preliminarily established at \$2.5 Million Dollars (“Contract Price”). After completion of the Assessment Phase the Contract will be amended to establish the scope of work, completion timeline, and pricing for the implementation of the Repair Phase. Notwithstanding anything to the contrary in this Contract, OUSD shall have the sole and absolute discretion to determine which scope to complete following the completion of the assessment phase.

- b. **Invoicing and Payment.** Contractor shall invoice the Services Costs in accordance with the District’s standard progress payment procedures under the Contract Documents.
- c. **Progress Payment Retention.** Five percent (5%) of each progress payment for Services Costs will be withheld by the District as retention and shall be released as part of the final payment in accordance with the Contract Documents.
- c. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of ten percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

## 6. **Prevailing Wages**

This Project is a public works project subject to prevailing wage requirements, and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”) in accordance with Labor Code section 1770, *et seq.*

## 7. **Project Labor Agreement**

This Project IS subject to the District’s Project Labor Agreement. Contractor is responsible for familiarizing itself with the terms of such agreement and executing an agreement to be bound by its terms.

## 8. **Contract Time**

The Work under the Assessment Phase shall commence on the date stated in the District’s Notice to Proceed for that phase. The Work under the Repair Phase shall commence on the date stated in the District’s Notice to Proceed for that phase. The time for the Contractor to achieve Substantial Completion of the Repair Phase shall be established via amendment to this Contract (“Contract Time”). Time is of the essence in the performance of this Contract. As used herein Substantial Completion shall be deemed to occur when District determines, in its sole discretion, that all of the improvements contemplated by the Work can be used for its intended purpose(s) and/or occupied. For the purposes of this Contract, the term “Substantial Completion” means that stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the District can occupy or utilize the Work for its intended use. Substantial Completion shall not excuse Contractor from completing punch list items, submitting all closeout documents, or correcting deficiencies, but shall permit the District to enjoy beneficial use of the Work. For the purposes of this Contract, the term “Final Completion” means the Contractor has fully performed all of its obligations under the Contract Documents, including but not limited to completion and correction of all items on the punch list, delivery of all required closeout documents, warranties, guarantees, operating manuals, as-builts, and other deliverables, and satisfaction of all other conditions

precedent set forth in the Contract Documents. For the purposes of this Contractor, the term “Final Acceptance” means the District’s written notice to Contractor, issued after verification by the District that the Work has achieved Final Completion, that the Work has been accepted. Final Acceptance constitutes the District’s acknowledgement that the Work is complete, except for warranty obligations and latent defects.

**9. Contractors’ License**

a. The required classification(s) of California Contractors’ License to complete the Project is CA - General Engineering A (“Contractor’s License”). The Contractor certifies that: (i) it possesses a valid and in good standing Contractors’ License, in the necessary class(es) to complete the Project; (ii) that such license shall be in full force and effect for the duration of the Project; and (iii) that all Subcontractors completing any portion of the Project are properly licensed to complete their respective portions of the Project and will remain so properly licensed in full force and at all times for the duration of the Project. The Contractor certifies to the District that the Contractor is a DIR registered contractor and all listed Subcontractors are DIR registered contractors. Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by applicable law or any governmental authority to enable such persons to perform their Work involving any part of Contractor’s obligations under this Contract.

**10. Limitation on Damages**

In the event of either Party’s breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the other Party shall be limited to general damages which are directly caused by said breach or default and shall exclude any and all special or consequential damages, if any, suffered by the first Party. By executing this Agreement, the Parties expressly acknowledge the foregoing limitation to the recovery only of general damages for breach or default of a Party’s obligations under the Contract Documents. The Parties expressly waive any right to and foregoes the recovery of any special or consequential damages including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; and/or (iii) loss of productivity.

**11. Liquidated Damages**

The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.

- a. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of One Thousand Dollars (\$1,000).
- b. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Five Hundred Dollars (\$500).

- c. **Surety Liability.** Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including, without limitation, the Contractor's Liquidated Damages obligations which exceed the then remaining undisbursed Contract Price retained by the District as Liquidated Damages.
- d. **Total Liquidated Damages.** Liquidated Damages arising under this Contract shall only be assessed once per day for any delay. In no event shall the total amount of Liquidated Damages arising under this Contract exceed three percent (3%) of the Contract Price.

**12. Insurance**

The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

- a. **Insurance Requirements for Contractor.** The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: 1,000,000
	Aggregate: 2,000,000
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

- b. **Insurance Requirements for Subcontractors.** The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: 1,000,000
	Aggregate: 2,000,000
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

**13. Notices**

Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

**If to the District:**

Oakland Unified School District  
 955 High Street  
 Oakland, CA 94601

**If to the Contractor:**

Willdan Energy Solutions  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_

**14. Hours and Days of Work at the Site**

**14.1 Work Hours/Days.** Work at the Sites is limited to Mondays through Fridays, excluding District holidays. No Work at the Sites is permitted except during such days and hours. Hours of Work at the Sites shall be subject to limitations established by any applicable local jurisdiction, as the same may be amended from time-to-time. Subject to amendments promulgated by the applicable local jurisdiction, permitted hours of Work at the Site are as permitted by local regulation.

**14.2 Limitations on Work Hours/Days.** Work activities at the Sites will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Sites; (ii) when other special events or functions are scheduled; or on the following days: **Not Applicable.** The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.

## **15. Audit**

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code section 8546.7.

## **16. Protective Measures**

**16.1** Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of the act or omission of Contractor or its employees, agents, or Subcontractors, in connection with the performance of the Work or any part of Contractor's obligations under this Contract.

**16.2** Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

**16.3** Contractor shall keep the relevant part of the Site and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site all waste materials, rubbish, debris, debris containers, tools, equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

**16.4** Contractor agrees that all materials and equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Contract shall be new (if being incorporated into the Project) or in good operating condition (if not being incorporated into the Project) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and equipment shall at all times be maintained, inspected and operated pursuant to industry standards and as required by applicable law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by applicable law or any governmental authority will be procured and maintained for such materials and equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Contract.

**16.5** Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

**17. Hazardous Materials**

For purposes of this Contract, the term “Hazardous Materials” shall mean any substance, chemical, material or waste which is now or hereafter listed, defined or regulated as hazardous, toxic, pollutant or contaminant under any applicable federal, state or local law, regulation, ordinance, rule, code, or order, including but not limited to petroleum or petroleum by-products, asbestos, polychlorinated biphenyls (PCBs), lead-based paint, urea formaldehyde foam insulation, radioactive materials, and any other substances designated as hazardous or toxic under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), the Resource Conservation and Recovery Act (“RCRA”), the Clean Water Act, the Clean Air Act, the California Health and Safety Code, or any other applicable environmental law or regulation (“Environmental Laws”). Contractor shall, at all times and at its sole cost, comply with all Environmental Laws applicable to the performance of the Work and the handling, storage, transportation, and disposal of Hazardous Materials at the Site. Contractor shall not cause or permit any Hazardous Materials to be brought onto or remain at the Site except as reasonably necessary to perform the Work and only in compliance with all Environmental Laws. Contractor shall immediately notify the District in writing upon discovery of any pre-existing Hazardous Materials or any release or threatened release of Hazardous Materials at the Site.

Contractor hereby specifically agrees to indemnify, defend and hold harmless the District and its present and future Board members, administrators, employees, agents, representatives, successors and assigns from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys’ or other professional fees) arising out of or related to: (i) any release of Hazardous Materials brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor’s sole negligence, are released or disturbed at the Site; (ii) any enforcement or compliance proceeding commenced by or in the name of any governmental authority because of an alleged, threatened or actual violation of any Environmental Law by Contractor; and (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Environmental Law by Contractor.

**18. Compliance with Law**

Contractor shall comply with all applicable federal, state, local rules, regulations, and laws, and any and all District policies and procedures, including but not limited to those rules, regulations, laws, policies and procedures related to COVID-19, or any other pandemic or epidemic, in its performance of its obligations under this Contract.

**19. Authority to Execute**

The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.


*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

**OAKLAND UNIFIED SCHOOL DISTRICT**


**WILLDAN ENERGY SOLUTIONS**

\_\_\_\_\_  
\_\_\_\_\_, President, Board of Education  
Date: \_\_\_\_\_

By:   
Name: Aaron Etzkorn  
Title: Vice President  
Date: May 12, 2026

\_\_\_\_\_  
\_\_\_\_\_, Superintendent & Secretary of Board  
of Education  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
[Preston Thomas \(May 13, 2026 13:01:23 PDT\)](#)  
\_\_\_\_\_, Chief Systems & Services Officer  
Date: \_\_\_\_\_

**Approval as to form:**

  
\_\_\_\_\_  
James Traber, Esq.  
Facilities Counsel, OUSD  
Date: 5/14/2026

## EXHIBIT A SCOPE OF WORK

### SCOPE OF WORK

This scope of work includes the assessment and repair of existing solar photovoltaic systems across the district.

The list of sites in scope is provided below:

Site Name	Address
<b>Brett Harte Middle School</b>	3700 Coolidge Ave, Oakland, CA 94602
<b>Castlemont High School</b>	8601 MacArthur Blvd Bldg. 300, Oakland, CA 94605
<b>Edna Brewer Middle School</b>	3748 13th Ave, Oakland, CA 94610
<b>Havens Court Middle School</b>	1390 66th Ave, Oakland, CA 94621
<b>Rudsdale Continuation High School (formerly King Estates Middle School)</b>	8251 Fontaine Street, Oakland, CA
<b>West Oakland Middle School (formerly Lowell Middle School)</b>	991 14th St, Oakland, CA 94607
<b>McClymonds High School</b>	2607 Myrtle St, Oakland, CA 94607
<b>Montera Middle School</b>	5555 Ascot Dr, Oakland, CA 94611
<b>Oakland High School</b>	1023 MacArthur Blvd, Oakland, CA 94610
<b>Oakland International High School</b>	4521 Webster St, Oakland, CA 94609
<b>Oakland Technical High School</b>	4351 Broadway, Oakland, CA 94611
<b>Roosevelt Middle School</b>	1926 E 19th St, Oakland, CA 94606
<b>Sankofa United Elementary School</b>	581 61st Street, Oakland, CA
<b>Skyline High School</b>	12250 Skyline Blvd, Oakland, CA 94619
<b>Westlake Middle School</b>	2629 Harrison Street, Oakland, CA
<b>Madison Park Academy</b>	400 Capistrano Drive, Oakland, CA

This scope includes an assessment and repair phase.

Assessment Phase Scope:

Physical Inspection:

- **Array inspection:** Check for damaged modules, broken glass, signs of overheating (hot spots), and secure mounting structures.
- **Wire Management:** Identify loose connections, damaged cables, or poor conductor management.
- **Grounding/Earthing System:** Verify the continuity of grounding conductors.
- **Component Inspection:** Inspect combiner boxes, inverters, transformers, and tracking systems for corrosion, damage, or insect infestation.

#### Electrical Testing:

- **String Continuity:** Verify continuity of earthing and equipotential bonding conductors.
- **Polarity Check:** Confirm correct DC polarity for all strings.
- **Open Circuit Voltage:** Measure the open circuit voltage of each string, comparing it against the expected value.
- **Operating Current:** Test short circuit current or operating current to detect faults, matching it against expected values.
- **Insulation Resistance:** Perform insulation resistance tests on DC cables to identify insulation failures.

#### Component Functional Testing:

- **Panel Inspection:** Review through visual and other inspection approaches to identify potential panel performance issues.
- **Inverter Startup/Functional Test:** Verify proper operation, screen functionality, and grid synchronization.
- **Transformer and Switchgear Testing:** Inspect for proper operation and protection.
- **Sensors and Metering:** Calibrate irradiance sensors, temperature sensors, and weather stations where applicable.
- **Monitoring System:** Verify data transmission from inverters, trackers, and sensors.

#### On-site Repair:

- On-site repair of minor issues will be performed during this site where viable

#### Repair Phase Scope:

Following the assessment phases, identified issues will be catalogued, and sorted into safety or performance issues, with an indication of priority and repair cost for each. The district will then give direction on which repairs to complete, keeping the total cost under the contract Not to Exceed price amount.

## INCLUSIONS

The following items are expressly included within this Scope of Work:

- Coordination with Operations and Maintenance provider to perform all assessment scope as identified
- Technical review of proposed repair scope in coordination with OUSD

## **EXCLUSIONS**

The following items are expressly excluded from this Scope of Work and are not part of the compensation under this Amendment:

- Expansion/addition of existing systems
- Scope that would require additional design
- Assumption of responsibility of any issues caused by existing design including errors in Structural engineering or loading calculations
- Repair/replacement of any materials are not included as part of Phase 1



OAKLAND UNIFIED SCHOOL DISTRICT

OUSD Solar Recommissioning Project

**2. PERFORMANCE AND PAYMENT BONDS**

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## PERFORMANCE BOND

WHEREAS, the Board of Education of the Oakland Unified School District (“District”), at its meeting on **Insert Date**, has awarded to Willdan Energy Solutions (“Principal”), the Contract for performance of the following project (“Project”): OUSD Solar Recommissioning Project.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, hereby guarantee the Principal’s full, faithful and complete performance of the Contract Document requirements in the penal sum of Two Hundred Thirty-Seven Thousand Six Hundred Eleven and 94/100 dollars (\$237,611.94) for the payment of which sum will and truly be made; we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal’s failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure, indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, and assigns, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

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

In the event of the District’s termination of the Contract due to the Principal’s breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal’s breach or default of the Contract Documents and District’s termination of the Contract, the Surety shall notify District in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense (“Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal’s failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal’s failure of performance under the Contract Documents or default in its performance of obligations thereunder, including, without limitation, the costs of cure or completion exceeding the then remaining balance of the

Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to all of the District's attorney's fees, costs and expenses incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

*[Remainder of page intentionally left blank]*

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In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

TITLE \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

DRAFT

## PAYMENT BOND

WHEREAS, the Oakland Unified School District (“District”) and the Contractor, Willdan Energy Solutions (“Principal”), have entered into a contract (“Contract”) for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the work associated with the OUSD Solar Recommissioning Project (“Project”), which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, the Contract is a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00), pursuant to California Civil Code section 9550 *et seq.*; and

WHEREAS, Contractor/Principal is required by California Civil Code section 9550 *et seq.* to furnish a bond in connection with the Contract.

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto District in the penal sum of [insert contract price] dollars (\$[insert contract price]), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Subcontractor, shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney’s fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550, *et seq.*

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

OAKLAND UNIFIED SCHOOL DISTRICT

OUSD Solar Recommissioning Project

**3. GENERAL CONDITIONS**

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## GENERAL CONDITIONS

- 1. Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform with the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
- 2. Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
- 3. Construction Schedule.** If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
- 4. Changes.**

  - 4.1 Changes to the Work.** The District may, by written order, make changes to the Work, issue additional instructions and to add to or delete from the Work ("Changes"). No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor, materials and equipment necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. Changes approved by the District shall be reduced to Change Order in the form established by the District.
  - 4.2 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including, without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may

be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education ("Board") approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

**4.3 Contractor Notice of Changes.** If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation, including a Force Majeure Event, obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation.

**4.4 Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. For Projects with a contract duration of one hundred eighty (180) days or less, all requests for substitutions of any specified item shall be submitted not more than fourteen days after the date of the award of the Contract to Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code section 3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code

section 3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

5. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and all Board policies and procedures pertaining to safety at the Site, including but not limited to such laws, ordinances, rules, regulations, and policies and procedures relating to COVID-19 or any other pandemic or epidemic. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors. **All contractors, including all subcontractors, laborers and any individual performing work on any District project, are required to wear hard hats and safety vests at all times while on any District site or campus without exception.**
6. **Labor.**
  - 6.1 **Prevailing Wage Rates.** The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code section 1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.
  - 6.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including, without limitation, Labor Code sections 1777.5 through 1777.7, which are incorporated herein by this reference.
  - 6.3 **DIR Registration.**
    - 6.3.1 **Contractor and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code section 1725.5 is a material obligation of the Contractor hereunder. The foregoing includes, without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
    - 6.3.2 **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier

to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

**6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Designated Subcontractors List submitted with the Contractor's proposal for the Work whose DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code section 1771.1(c)(3) and/or Labor Code section 1771.1(d).

**6.3.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g).** "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

**6.3.5 Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1).** "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000)."

#### **6.4 Certified Payroll Records.**

**6.4.1 Compliance With Labor Code §§ 1771.4 and 1776.** A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of electronic Certified Payroll Records ("CPR") directly to the DIR no less than every 30 days while Work is being performed and within 30 days after the final day of work performed on the Project for any journeyman, apprentice, worker or other employee that was employed in connection with the Work, or within ten (10) days of any request by the Direct or the DIR to the requesting entity; and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

**6.4.2 Express Condition Precedent to Payment of Contract Price.** Strict compliance with CPR requirements established pursuant to Labor Code section 1776 is an express condition precedent to the District's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code sections 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.

**6.5 Limits on Hours/Days of Work.** The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work

per week without additional compensation as mandated by law, in accordance with Labor Code section 1813.

- 6.6 Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
- 6.7 Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
- 7. Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers' Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 8. Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.
- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder and receipt of a properly itemized invoice, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the receipt of a properly itemized invoice and date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and

Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

**10. Insurance.** The Contractor and all Subcontractors shall, at all times during performance of the Work, maintain in effect the insurance coverages required under the Contract. Insurance shall be obtained from insurers admitted to do business in the State of California and rated no less than A-/VII by A.M. Best, or otherwise acceptable to the District. The Contractor's Commercial General Liability policy shall name the District, its governing board, officers, employees, and agents as Additional Insureds by endorsement, and such coverage shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the District. Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation in favor of the District. Prior to commencing the Work, the Contractor shall deliver to the District certificates of insurance and endorsements evidencing the required coverages and conditions, and renewal certificates and endorsements shall be delivered to the District no less than ten (10) days prior to the expiration of any policy. All policies shall provide that they may not be cancelled, materially modified, or allowed to expire without at least thirty (30) days' prior written notice to the District. The insurance obligations set forth herein shall in no way limit or be construed as limiting the Contractor's liability under the Contract Documents.

**11. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the indemnified party, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Education and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including, without limitation, attorneys' fees and costs, which arise out of or are related in any manner to this Contract or the Work. The Contractor's obligations hereunder include, without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of performance as a "design professional" (as that term is defined under Civil Code Section 2782.8), then to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Designer/Builder's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer/Builder in the performance of the services or this Agreement, and liability for such Claims, including the cost to defend, shall not exceed the Designer/Builder's proportionate percentage of fault.

**12. Delays and Time Extensions.**

**12.1 Excusable Delays.** If completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by District. Excusable Delays shall not result in any increase in the Contract Price. "Excusable Delays" refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of

equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work.

- 12.2** The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with District, acts of a public utility, acts of the District, acts of the Division of the State Architect (DSA), priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, pandemic, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- 12.3** A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- 12.4** No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.

**12.5** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of District of the right to collect liquidated damages for other delays or of any other rights to which District is entitled.

**13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, and which shall be effective the seventh (7th) day after the date of the written notice, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience, as well as reasonable demobilization costs; no payment shall be made or due from the District for the unperformed portion of the Work.

**14. Warranty.** The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

**15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

**16. Miscellaneous.**

**16.1 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

## **16.2 Disputes.**

**16.2.1 Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

**16.2.2 Public Contract Code § 9204 Claims Resolution Procedures.** Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code section 9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

**16.2.2.1 Claim Defined.** The term "Claim" shall be as defined in Section 9204.

**16.2.2.2 Claim Documentation.** The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

**16.2.2.3 District Claim Review Statement.** Within forty-five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty-five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

## **16.2.3 Meet and Confer.**

**16.2.3.1 Meet and Confer Demand.** If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute ("Meet and Confer"). The Contractor's Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within

ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor's Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

**16.2.3.2 Meet and Confer Statement.** Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim ("Meet and Confer Statement"). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

**16.2.4 Non-Binding Mediation.**

**16.2.4.1 Contractor Initiation.** The Contractor may request nonbinding mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.

**16.2.4.2 Mediator Selection.** The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

**16.2.4.3 Mediation Procedures.** Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

**16.2.4.4 Mediation Costs.** All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

**16.2.4.5 Post-Mediation Disputed Claims.** Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

**16.2.4.6 Waiver.** The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly

to commencement of a civil action or binding arbitration.

**16.2.5 Payments of Undisputed Claims.** If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

**16.2.6 Subcontractor Claims.**

**16.2.6.1 Subcontractor Claim Submittal.** If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

**16.2.6.2 Contractor Certification of Subcontractor Claim.** The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 *et seq.*). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

**16.2.6.3 District Review of Subcontractor Claim.** Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

**16.2.6.4 Disputed Subcontractor Claims.** Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures.

**16.2.7 Contractor Compliance with Government Code.** Pursuant to Government Code Section 930.6, any and all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District for money or damages, shall be deemed a "suit for money or damages" and shall be subject to

the provisions of Government Code Sections 945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in this Article herein, all claims, demands, disputes, disagreements or other matters in controversy between the Contractor and the District seeking money or damages in any sum shall first be presented to the District's Board of Education and acted upon or deemed rejected as a condition precedent to suit in accordance with California Government Code section 900 *et seq.*

- 16.3 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Contract, the Parties expressly waive and relinquish any and all right or entitlement to assert or recover any damages, losses or liabilities from the other Party which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the other Parties' breach or default of its obligations under the Contract Documents.
- 16.4 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.5 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, including tariffs, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.
- 16.6 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 16.7 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 16.8 Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 16.9 Days.** Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.
- 16.10 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or

provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

**16.11 Entire Agreement.** This Contract and the Contract Documents constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

[END OF GENERAL CONDITIONS]

DRAFT

OAKLAND UNIFIED SCHOOL DISTRICT

OUSD Solar Recommissioning Project

**4. PROJECT FORMS**

DRAFT

## DESIGNATED SUBCONTRACTORS LIST

In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Contractor shall provide the information requested below for each subcontractor who will perform work, labor or render service to Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5%) of the Contractor's Total Contract Price and shall further set forth the portion of the Work which will be done by each subcontractor. Contractor shall list only one subcontractor for any one portion of the Work.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Contract Price for which no subcontractor was designated in the original Contract Documents shall only be permitted in cases of public emergency or necessity, and then only after District approval.

Pursuant to California Labor Code § 1725.5, for any project exceeding Twenty-Five Thousand Dollars (\$25,000), each listed subcontractor must be registered as a Public Works Contractor with the California Department of Industrial Relations (DIR) at the time of Contract execution. Each Contractor shall provide the DIR Public Works Contractor Registration Number for each subcontractor listed. Failure to comply with this requirement may result in rejection.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total Contract Price, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the Contract Documents shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District.

Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the District's consent, to substitute a registered subcontractor for the unregistered subcontractor.

**Project:** OUSD Solar Recommissioning Project

**Name of Contractor:** Willdan Energy Solutions

**Contractor's  
Authorized Signature:** \_\_\_\_\_



~~~~~

Name and Location of Subcontractor                      Description of Work to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

Name and Location of Subcontractor                      Description of Work to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

Name and Location of Subcontractor                      Description of Work to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

Name and Location of Subcontractor                      Description of Work to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_  
~~~~~

Name and Location of Subcontractor                      Description of Work to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_  
~~~~~

I am the authorized representative of the Contractor submitting this Designated Subcontractors List and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## WORKERS' COMPENSATION CERTIFICATE

Labor Code section 3700, in relevant part, provides:

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.”

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

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

*In accordance with Labor Code section 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.*

**NON-COLLUSION DECLARATION**

*To be executed by the Contractor and submitted with the Project Forms.*

\_\_\_\_\_, declares that he or she is \_\_\_\_\_ of \_\_\_\_\_, and affirms that the Project proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Project proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Project proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Project proposal, or that anyone shall refrain from submitting the Project proposal; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the contract price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the contract price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the quotation are true and correct; and, further, that the Contractor has not, directly or indirectly, submitted his or her contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, depository, or to any member or agent thereof to effectuate a collusive or sham quotation.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

## DIR REGISTRATION VERIFICATION

PROJECT: **OUSD Solar Recommissioning Project,**

I am the \_\_\_\_\_ of \_\_\_\_\_ (“Contractor”)  
(Title/Position) (Contractor Name)

submitting the accompanying Project Forms for the Work described as OUSD Solar Recommissioning Project.

1. The Contractor is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Contractor’s DIR Registration Number is: \_\_\_\_\_. The expiration date of the Contractor’s DIR Registration is \_\_\_\_\_, 20\_\_\_\_\_.
3. If the Contractor is awarded the Contract for the Work and the expiration date of the Contractor’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Contractor completing all obligations under the Contract for the Work, the Contractor will take all measures necessary to renew the Contractor’s DIR Registration so that there is no lapse in the Contractor’s DIR Registration while performing Work under the Contract.
4. The Contractor, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Contractor has independently verified that each Subcontractor identified in the Designated Subcontractors List submitted with the Project proposal of the Contractor is currently a DIR registered contractor.
6. The Contractor has provided the DIR Registration Number for each subcontractor identified in the Contractor’s Designated Subcontractors List.
7. The Contractor’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Contractor’s Project proposal is subject to rejection for non-responsiveness.

*[Remainder of page intentionally left blank]*

I have personal firsthand knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, typed or printed)

DRAFT

**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code § 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition.
  - b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor’s policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
  - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code § 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350 *et seq.*
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code § 8350 *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

*[Remainder of page intentionally left blank]*

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.  
(City and State)

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

DRAFT

**ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the submission for OUSD Solar Recommissioning Project ("Project"), and submitted it to the Oakland Unified School District on behalf of Willdan Energy Solutions ("Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state Environmental Protection Agency ("EPA") or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the EPA.

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

The Asbestos Removal Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

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

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

or

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

**Certification Conditions:**

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

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

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

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

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name of Firm

## LOCAL BUSINESS ENTERPRISE PROGRAM

For the local business enterprise program please reference the following included documents:

- 1) Exhibit "A" Local, Small Local and Small Local Resident Business Enterprise Program  
<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>
- 2) LOCAL BUSINESS PARTICIPATION WORKSHEET  
  
\*\*\* Must be included with project forms
- 3) Supplement "E" Supplement Questionnaire for Certification  
(2 pages)  
\*\*\* Must be included with project forms

DRAFT

# LOCAL BUSINESS PARTICIPATION WORKSHEET



[DSA COPY]

Oakland Unified School District Local Business Utilization



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Diversity Through Learning, Working, Studying

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

Project Name: _____ Project Number: _____ Proposed Total Contract Amount: _____ BARE BID AMOUNT: _____ Proposed Total LBE Amount (%): _____ %	Bid Opening Date: _____ Title: _____ Project Manager: _____ Architect: _____
---	---

Small, Local Business Enterprise (SMBE) / Emerging Local Business Enterprise (ELBE)	Total Amount of Contract (in \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SMBE)	Small, Local Business Enterprise (SMBE)								
<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td style="width: 30%;">Company Name</td><td>_____</td><td style="width: 20%;">Certifying Agency</td><td>_____</td></tr> <tr><td>Address, City/State</td><td>_____</td><td>Certification No. (if available)</td><td>_____</td></tr> </table>	Company Name	_____	Certifying Agency	_____	Address, City/State	_____	Certification No. (if available)	_____				
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Address, City/State	_____	Certification No. (if available)	_____									
<b>TOTAL PARTICIPATION</b>	<b>0</b>	<b>0 %</b>	<b>0 %</b>	<b>0 %</b>								

APPROVAL: LBE Compliance Officer \_\_\_\_\_

NOTE: All Local Business Utilization documentation must be included with bid forms at the time of bid opening.

Revised 08-2023

DSA

## SUPPLEMENTAL QUESTIONNAIRE FOR CERTIFICATION

E 1) To participate in the Oakland Unified School District's Local/Small Local Program, complete the common application and Supplemental C for the City of Oakland certification

E 2) Please be advised the Oakland Unified School District (OUSD) also certifies Oakland residents who own certified small local businesses in Oakland into the OUSD Small Local Resident Business (SLRB) Program. If your firm is applying for the SLRB please submit the following:

- a. Original issued government document, driver's license or valid issued identification
- b. Must show a valid picture ID
- c. Three (3) addresses for verification dated within 90 days of submittal. Must reflect the business owner's CURRENT address:
  - i. One to three utility bills from different agencies, and/or i.e., PG&E, home telephone, water, garbage, or cable
  - ii. Both automobile registration and insurance, and/or
  - iii. Homeowner's/renter's insurance policy, and/or
  - iv. Property tax statement, and/or
  - v. Official letter from a social service/government agency, and/or
  - vi. Rental/Lease Agreement or Grant Deed or Title

DECLARATION OF CERTIFICATION

The undersigned declares under penalty of perjury that the statements made in the EBIA Common Application for Local Certification, the City of Oakland Supplemental C and Oakland Unified School District Supplemental E section(s) are true and correct and include all material information necessary to identify, describe and explain the operations and locations of this firm as well as the ownership thereof. I understand that OUSD relies on the statements and representations contained in this Certification Application and Supplemental Questionnaire. I further understand that any false statements or material misrepresentations will be grounds for termination of any contract which may be awarded, grounds for further penalties including debarment from participation in future OUSD contracts, grounds for De-Certification and grounds for possible prosecution under Federal or State laws concerning false or fraudulent representations.

---

Company Name

---

Name (Print)

---

Title

---

Authorized Signature

---

Date

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

- Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.
- Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."
- Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.
- Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
  - The installation of a physical barrier at the worksite to limit contact with pupils.
  - Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
  - Surveillance of Employees by District personnel.

**Megan's Law (Sex Offenders).** Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subconsultant(s) that will be on the project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:**

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

### 1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

### 2. Notice of Hazardous Waste or Materials

a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

### 3. Additional Warranties and Representations

a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its Project proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

#### **4. Monitoring and Testing**

a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

#### **5. Compliance with Laws**

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

- (1) The protection of the public health, welfare and environment;
- (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
- (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## **7. Permits**

a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:

- 1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

- 2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

## **8. Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

## **9. Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

## WORKING UNDER THE PROJECT LABOR AGREEMENT

In February 2004, the Oakland Unified School District entered into a Project Labor Agreement (PLA) with the Building and Construction Trades Council, AFL-CIO, which was modified in 2016 and in 2021. The District has contracted with Lowe Consulting Group, Inc. (LCG) in collaboration with Davillier-Sloan (DSI) to serve as administrators of the PLA. A summary of the key points are incorporated in this Informational Sheet.

### **Letters of Assent**

All general contractors and all sub-contractors, regardless of tier, must sign a Letter of Assent (LOA). The LOA binds the contractor to the terms of the PLA for the awarded project only. It does not bind any contractor to a union agreement.

### **Referral Process**

The union(s) shall be the primary source of all craft labor employed on the Project. However, if an Oakland Certified Local Business Contractor or a non-Local Contractor/Employer has Oakland Residents in its own core workforce, (collectively "Core Employees") the following shall apply, consistent with the MLA hiring hall provisions:

A. Contractor/Employers with Oakland Resident Workers may request by name of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (1) possess any license and/or certifications required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least one thousand five hundred (1,500) hours in the construction craft during the prior three (3) years;
- (3) were on the Contractors' active payroll for at least sixty (60) out of the one hundred forty (140) days the Contractor was actively performing work prior to the contract award; and
- (4) have the ability to perform safely the basic functions of the applicable trade; and
- (5) be an Oakland Resident at least six months prior to the award of the contract for which they are being dispatched.

B. Oakland Certified Small Local Contractors may request workers by name of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (1) possess any license and/or certifications required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least five hundred (500) hours in the construction craft during the prior three (3) years;
- (3) were on the Contractors' active payroll for at least sixty (45) out of the one hundred forty (140) days the Contractor was actively performing work prior to the contract award; and

(4) have the ability to perform safely the basic functions of the applicable trade.

### **Sole Proprietors**

Sole Proprietor self-performing work on a covered Project shall not be required to request dispatch from the union hall. However, if the Sole Proprietor hires any additional employees subsequent to starting work the Sole Proprietor will be treated as the core employee. Additional employees will need to be dispatched from the hiring hall. Sole Proprietors must obtain permission by the Joint Administrative Committee (JAC) and must provide evidence of California State License Board (CLSB) and Workers Compensation compliance. Trucking Owner Operators will be treated as core employees, but must nevertheless be dispatched from the hiring hall, will be exempt from trust fund obligations but must pay representation al fees. All Sole Proprietors and Owner Operators, must sign the Agreement to be bound (LOA) prior to starting work on a covered Project.

### **Core Employees**

Then Union will first refer one employee from the hiring hall out-of-work list from each craft and will then refer one of the Core Employees who meet the listed qualifications. This referral process shall be repeated until such Contractor/Employer's crew requirements are met or until such Contractor has hired five (Core workers, whichever occurs first. Additional employees shall be hired exclusively from the hiring hall out-of-work list(s) on a trade by trade basis. Employees shall be laid off in the same one-for-one manner in the reverse order of their hiring.

### **Fringe Benefit Payments**

Contractors should note that they are required to make payments on behalf of their "core" employees into the established labor-management vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked.

### **Trucking**

Any trucking at and on the site of construction, the delivery of materials which are incorporated into the construction process and any off-hauling of debris and excess fill of material is covered by the PLA.

### **Soils and Materials Testing Inspection**

Such work performed at the site of construction and is a classification on which a California prevailing wage determination has been published is covered by the PLA.

### **Pre-Job Conference**

The successful general contractor and all subcontractors must attend a pre-job conference with the County of Alameda Building & Construction Trades Council prior to start of construction. Such conference shall be held in a timely manner a minimum of seven (7) days prior to the commencement of each and every construction phase or construction contract for the project.

### **Prevailing Wages**

All construction workers must be paid the prevailing wage as determined by the State of California. Benefits are the established labor-management vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked.

### **Local Hiring Program (LHP)**

## **A. Local Workforce Hiring Goals**

- Oakland residents will perform a minimum of 50% of the hours worked, on a craft by craft basis provided the workers are available, willing and capable of performing the work.
- Oakland residents, especially District graduates shall perform 100% of the apprentice hours worked provided that such apprentices are available, willing and capable of performing the work. Apprentices will perform 20% of the total craft hours or the ratio permitted under the State approved apprenticeship standards.
- For each Covered Project, a Contractor and/or its subcontractor must hire at least one (1) Qualifying Apprentice for the first one million dollars (\$1 million) of construction bid value. For each additional five million dollars (\$5 million) of construction bid value, a Contractor and/or its subcontractor must hire at least one (1) additional Qualifying Apprentice.

## **B. Off-Site Credit**

In order to assist contractors in meeting the local hiring goals contractors may qualify for full credit toward the goal by employing OUSD Graduates and Oakland Residents for other non-District work being performed in any of the nine Bay Area counties off: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma. Work must be performed during the life of the Covered Project.

Apprentices: Contractor may qualify for up to one-half (1/2) of the goal by employing Oakland resident apprentices, especially District graduates on non-Covered work the Contractor is performing at the same time it is working on Covered Project.

## **C. Workforce Development Fund**

All contractors working under the Project Labor Agreement (PLA) must contribute **\$0.30** cents per craft hour worked on a monthly basis to the Workforce Development Fund as provided for in the Project proposal specifications. The prime contractor is responsible for submitting a copy of the transmittal as proof of payment. This money will be used to support Pre-Apprenticeship programs that assist Oakland residents, especially Oakland students.

## **D. Methods for Compliance or Good Faith Efforts (GFE)**

The following are some of the “Good Faith” steps that a contractor must take to demonstrate that they have made every effort to reach the local hiring goals of the Oakland Unified School District (District) Project Labor Agreement (PLA). This list is a minimum and additional efforts may be required.

- Attend Pre-Job Meeting and submit workforce projections.
- Meet with LCG on a monthly or as needed basis to discuss progress.
- Submit copies of dispatch requests in writing, with a copy to LCG upon request. Maintain documentation of union response.
- Contact LCG if union cannot provide local residents as requested.
- Use “Name Call” and “Rehire” or other programs to reach goals when they are available as part of the hiring hall dispatch procedures.

- Use Cypress Mandela, Rising Sun Center for Opportunity and the West Oakland Jobs Resource Center or other local resources, if union cannot provide local residents as requested.
- Sponsor local residents for apprenticeship when possible.
- Submit Off-site Utilization form for Oakland Apprentice hours worked on non-district projects.
- Show specific efforts to reach goal of 20% local utilization of apprentices.
- The contractors shall maintain records for each Resident of Oakland/District who was referred but not hired along with an explanation why the worker was not hired. Upon request, such records shall be made available for review by the District, LCG and JAC for the duration of the Covered Projects.
- The Contractor shall document participation in any local employment training programs and submit documentation of such to the LCG with ten (10) days if requested.

**PLA Administrator:**

Lowec Consulting Group, Inc.  
 675 Hegenberger Road, Suite 228  
 Oakland, CA 94621  
 510-986-1100 x.2  
 510-296-6999 fax

Scheduling Pre-Jobs

Maribel Alejandre  
 (510) 385-1265  
 maribel@davillier-sloan.com

Forms & Local Hire Program

Andrea Lowe  
 (510) 986-1100 x.2  
 alowe@lowecg.com

**CONTRACTOR'S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

Pursuant to, without limitation, 20 U.S.C. section 6083, California Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., California Business and Professions Code section 25608, California Education Code section 48900, and District Board Policies, all District sites, including the Project site, are tobacco-free and alcohol-free environments. Smoking, the use of tobacco products, and the possession, consumption, or distribution of alcoholic beverages by any person are strictly prohibited on or in District property. District property includes, but is not limited to, school buildings, school grounds, District-owned or leased vehicles, and any vehicles owned by others while on District property.

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_ Contractor

By: \_\_\_\_\_  
Signature

## LEAD-BASED MATERIALS CERTIFICATION

OUSD Solar Recommissioning Project between Oakland Unified School District (“District”) and Willdan Energy Solutions (“Contractor”) (“Contract” or “Project”).

This certification provides notice to the Contractor that:

- 1) Contractor’s work may disturb lead-containing building materials.
- 2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- 3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

### **1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child’s central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child’s hands and toys and then into a child’s mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor’s work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

### **2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration (“Fed/OSHA”) and the California Division of Occupational Safety and Health (“Cal/OSHA”) have implemented safety orders applicable to all construction work where a contractor’s employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor’s employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- f. Lead contamination/emergency cleanup;
- g. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- h. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

Contractor shall comply with all applicable laws, rules, and regulations governing work with, and disposal, of lead. If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

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

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

*THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.*

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INDEPENDENT CONTRACTOR CERTIFICATION OF EMPLOYEE CLEARANCE**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Company), certify that, pursuant to Education Code Sections 45125.1 and 45125.2, and this Facilities Lease, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice a shaving been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).

I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

(2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.

As further required by Education Code 45125.1, below is a list of names of the employees or agents of \_\_\_\_\_ (Company) who will be providing continual supervision and monitoring of all employees performing services on District property whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. . I agree to keep this list current and to notify District of any additions/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_, County, California.

Name of Company: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Fingerprinted Individuals Providing Continuous Supervision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither Willdan Energy Solutions nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the purposes of submission of this Project proposal.

(Corporate Seal)

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

As the awardee under this Project proposal, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes of award of this contract.

(Corporate Seal)

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATE**

OUSD Solar Recommissioning Project between OAKLAND UNIFIED SCHOOL DISTRICT (“District”) and Willdan Energy Solutions (“Contractor”) (“Contract” or “Project”).

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

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

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAFT

**CONTRACTOR'S CERTIFICATE REGARDING  
PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Email



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# **Solar Investment Tax Credit Safe Harbor Plan Investment Grade Audit**



**May 21st, 2026**



# Solar Investment Tax Credit Direct Pay Recap

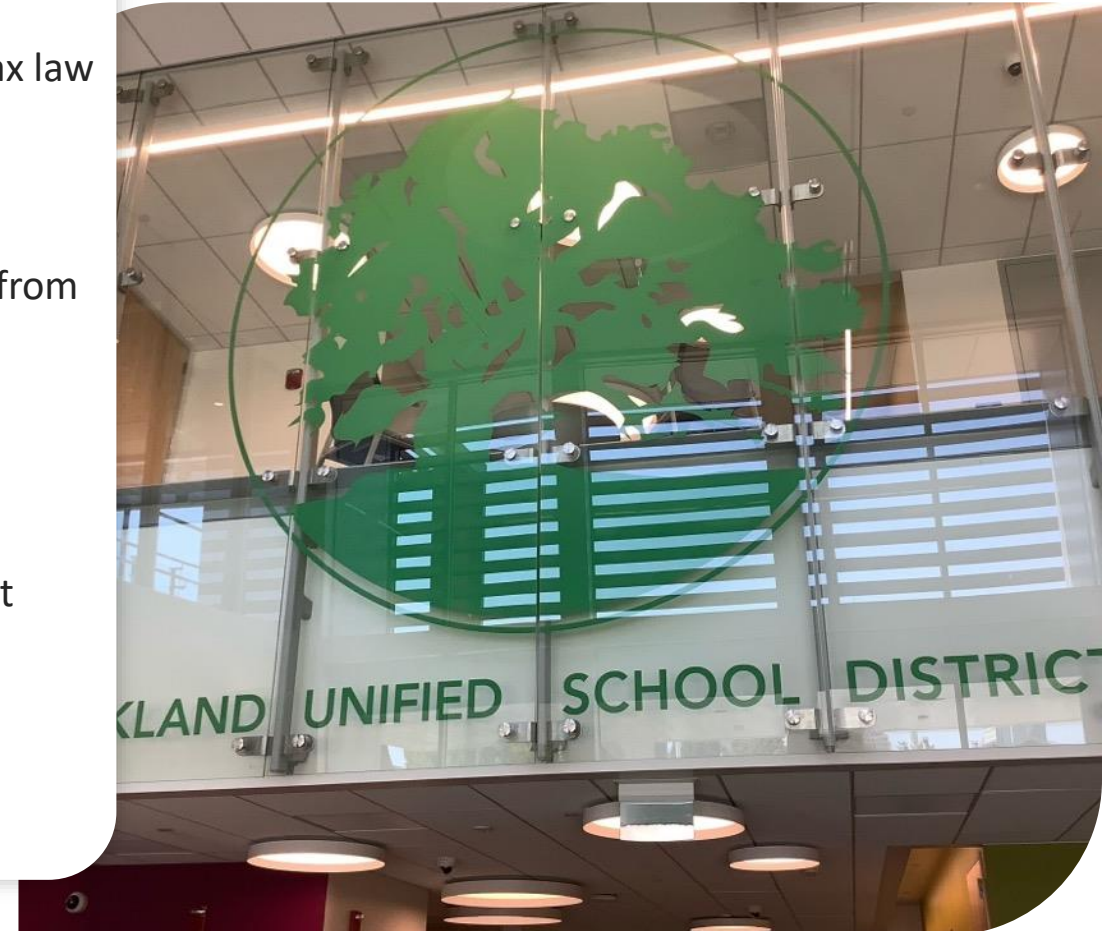
## Incentive Summary

### What Is ITC Direct Pay?

- Available under the Inflation Reduction Act, amended under recent tax law changes
- Federal incentive equal to 40% of eligible solar project costs
- Available to public agencies through Direct Pay (cash reimbursement from IRS)

### Critical Deadline

- Material Safe Harbor Deadline: July 5<sup>th</sup>, 2026
- For projects under 1.5 MW, Public Agency must procure and pay for at least 5% of total project cost
- Take title of equipment prior to deadline
- Once safe harbored, the District has 4 years to complete construction



# Willdan's Recommend Solution

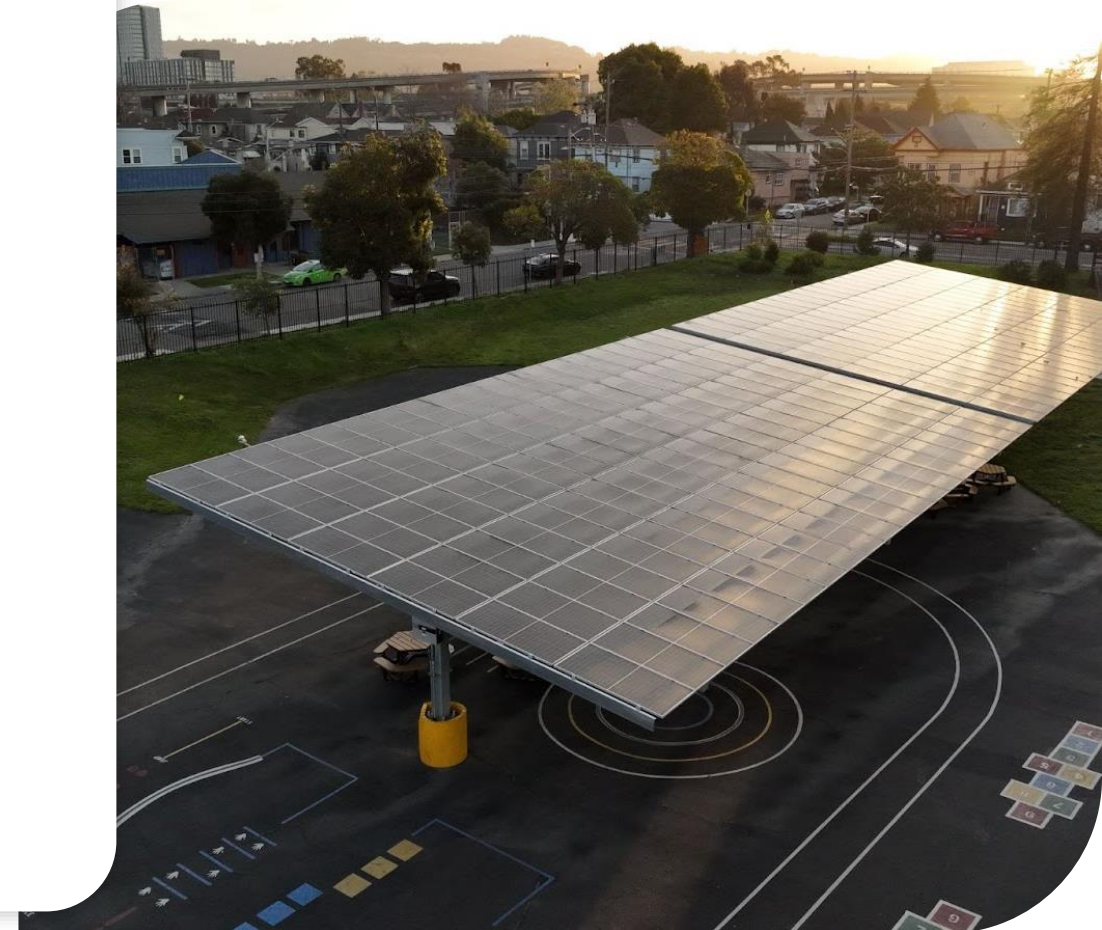
## Strategy to Meet ITC Deadline

### Material Procurement Contract

- Bring Solar Design/Build Contract to Board
- Phase 1 Material Only Procurement
- Contract amendment approved under California Government Code Section 4217.10–18
- Target Board approval: June 3rd, 2026

### Solar Panel Procurement

- Panel procurement for targeted solar sites
- Panels will be stored at an insured warehouse until installation
- If project doesn't move forward, material can be returned with a restocking/reselling fee.
- Material must be paid and titled over before July 5th, 2026



# Willdan's Recommend Solution cont.

## Repairs to Existing Systems

### Address Problems with SunPower Systems

- We understand the optics of approving more solar, when existing solar isn't working
- Recommend a Solar Recommissioning effort to go with Safe Harbor Procurement

### Existing Conditions Assessment

- In-field verifications of troubled existing systems by trained electricians
- Desktop assessment of current production levels vs. expected
- "Corrective Needs Report" in final IGA Report

### In-Field Corrections

- Repair/replace not working solar PV systems in Construction Contract
- Document corrections and provide report

### M&V and Savings

- Percentage of production coming back online will be guaranteed



# Why OUSD Should Do This

## Solution for Highest Priority

### Commitment to Sustainability

- Helps further meet the District's electrification and solar goals
- Clean on-site solar energy

### Funds Heat Mitigation

- Utilizes shade structures to address one component of heat mitigation

### Wise Use of Tax-Payer Funds

- Capitalize on expiring incentive
- Mitigate against rising utility costs
- Fix existing solar PV Systems

### M&V and Guaranteed Savings

- Percentage of production/savings will be measured and guaranteed
- Savings can fund additional measures

**LET SOLAR SAVINGS FUND YOUR HVAC NEEDS!**

**SOLAR SAVINGS**

- LOWER ENERGY BILLS
- TAX INCENTIVES
- NET METERING CREDITS

**SAVE MONEY!**

**UPGRADE YOUR HVAC**

- NEW A/C SYSTEM
- HIGH-EFFICIENCY FURNACE
- BETTER INDOOR AIR QUALITY

**72°**

**INVEST IN COMFORT!**

**SOLAR SAVINGS = HVAC UPGRADES!**

The infographic illustrates a cycle where solar savings on a house (depicted with solar panels and stacks of money) are used to fund HVAC upgrades (depicted with various units and a thermostat showing 72 degrees). A central arrow labeled 'SAVE MONEY!' points from the solar savings to the HVAC upgrades, and a bottom banner states 'SOLAR SAVINGS = HVAC UPGRADES!'.

# Recommended New Solar PV Site Details

Site Name	System Type	Preliminary System Size (kWp)	Estimated First Year Savings	Estimated Total Cost	Panel Procurement Cost
MARCUS FOSTER LEADERSHIP	Carport Canopy and/or Rooftop	112	\$51,200	\$1,010,000	\$72,055
EAST OAKLAND PRIDE	Shade Structure	112	\$31,400	\$968,000	\$72,055
FREMONT HIGH SCHOOL	Carport Canopy	326	\$74,000	\$2,932,00	\$209,115
GLENVIEW	Shade Structure	102	\$31,000	\$884,000	\$65,789
PRESCOTT	Shade Structure	128	\$28,000	\$1,057,000	\$82,236
THINK COLLEGE NOW	Carport Canopy	144	\$39,000	\$1,188,000	\$92,418
CLAREMONT	Rooftop	118	\$35,000	\$927,000	\$75,579

# 30% ROM – Solar Financials

Financial Information	Description	Estimated Amount
<b>New Solar Price</b>	Multiple Sites Includes Required EV Infrastructure Upgrades	~\$8,900,000
<b>Safe Harbor Material Contract</b>	Included in the New Solar Price Estimate	\$669,245
<b>Solar Recommissioning</b>	Improvement of 10 Existing Solar Projects	~\$1,500,000
<b>First-Year Savings (New Solar)</b>	PG&E Avoided Costs	~\$290,000
<b>First-Year Savings (Recommissioning)</b>	PG&E Avoided Costs	~\$150,000
<b>Lifecycle Savings</b>	Total PG&E Avoided Costs	~\$22M
<b>Incentives</b>	Solar Investment Tax Credit (ITC) Direct Pay	~\$3.5M

# Next Steps

## Safe Harbor and More

### Contract Approval

- May 21st Facility Subcommittee Meeting
- June 3<sup>rd</sup> OUSD Board Meeting

### Timeline

- Order, purchase and title material before July 5th

### Finalize Contracts

- Finalize fixed-firm project costs, guaranteed savings and schedule



# Appendix

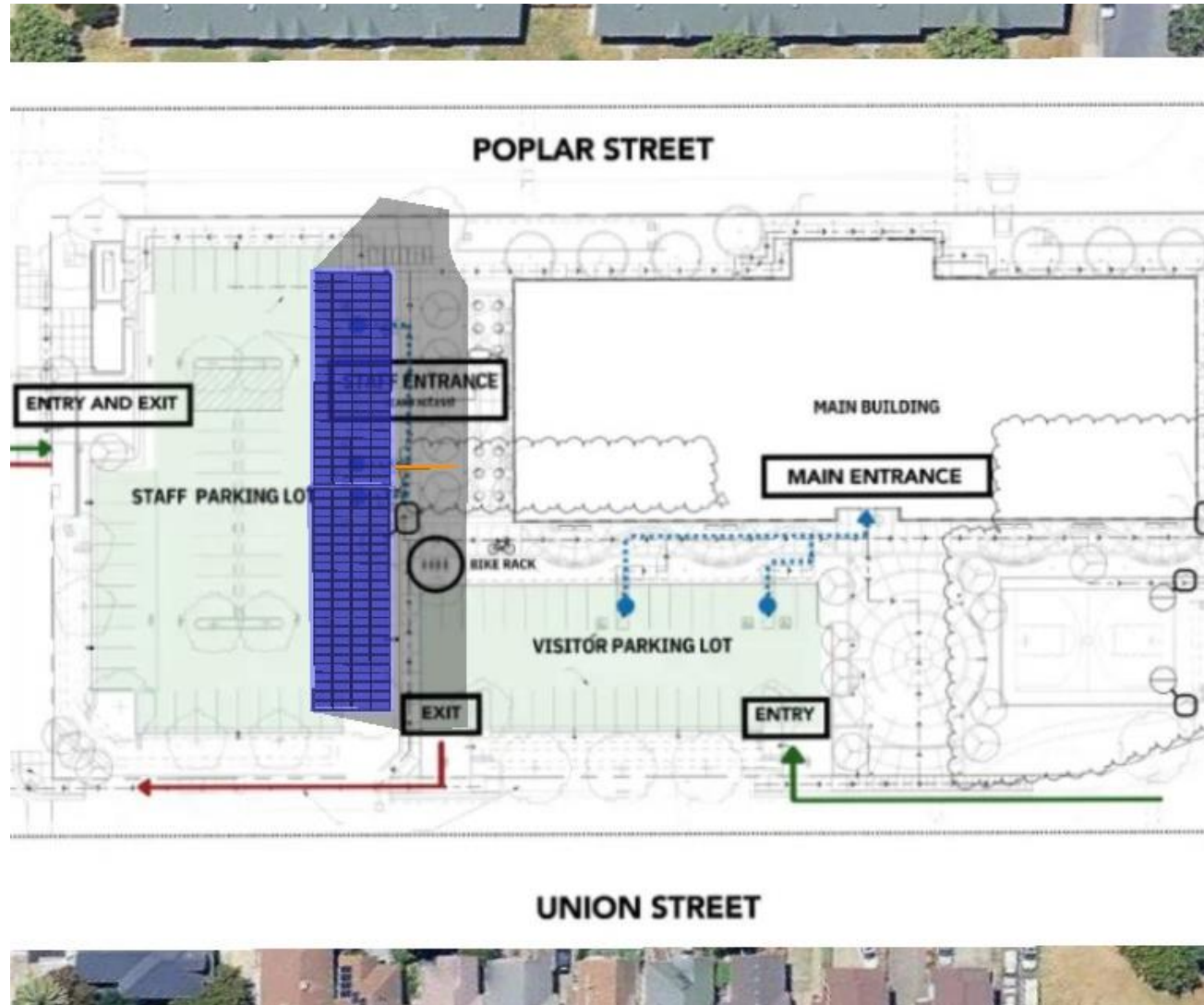
# Preliminary Solar Site Designs



OAKLAND UNIFIED  
SCHOOL DISTRICT  
*Community Schools, Thriving Students*



# MARCUS FOSTER LEADERSHIP



# EAST OAKLAND PRIDE



# FREMONT HIGH SCHOOL







# THINK COLLEGE NOW/INTERNATIONAL COMMUNITY SCHOOL







**Thank You**

Project Assumptions	
Project Price:	\$8,960,000
District Contribution:	\$8,960,000
Financed Amount:	\$0
Utility Rate Escalation:	5.00%
Inflation Rate:	3.00%
Solar Degradation Rate:	0.5%

Grants/Incentives	
PG&E:	TBD
CEDA:	TBD
ITC:	\$3,586,000
Carbon Credits:	TBD
Total Grants & Incentives:	\$3,586,000
District Budget Savings:	\$0

Lease	
Interest Rate:	N/A
Length of Analysis:	25
Term of Lease:	N/A
Payments Per Year:	N/A
Debt Type:	N/A
Capitalize Interest:	N/A

**OUSD | Solar RCx**

	Year	New Solar Savings	Solar RCx Savings	Efficiency Utility Savings	O&M Savings	Inverter Replacement Costs	CEDA Decarb Incentives	Federal Investment Tax Credit (ITC Direct Pay)	Lease Payment	Net Cash Flow	Cumulative Cash Flow
0	Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2028	\$290,000	\$0	\$0	(\$35,000)	\$0	\$0	\$3,586,000	N/A	\$3,841,000	\$3,841,000
2	2029	\$303,050	\$0	\$0	(\$36,050)	\$0	\$0	\$0	N/A	\$267,000	\$4,108,000
3	2030	\$316,687	\$0	\$0	(\$37,132)	\$0	\$0	\$0	N/A	\$279,556	\$4,387,556
4	2031	\$330,938	\$0	\$0	(\$38,245)	\$0	\$0	\$0	N/A	\$292,693	\$4,680,248
5	2032	\$345,830	\$0	\$0	(\$39,393)	\$0	\$0	\$0	N/A	\$306,438	\$4,986,686
6	2033	\$361,393	\$0	\$0	(\$40,575)	\$0	\$0	\$0	N/A	\$320,818	\$5,307,504
7	2034	\$377,655	\$0	\$0	(\$41,792)	\$0	\$0	\$0	N/A	\$335,864	\$5,643,368
8	2035	\$394,650	\$0	\$0	(\$43,046)	\$0	\$0	\$0	N/A	\$351,604	\$5,994,972
9	2036	\$412,409	\$0	\$0	(\$44,337)	\$0	\$0	\$0	N/A	\$368,072	\$6,363,044
10	2037	\$430,968	\$0	\$0	(\$45,667)	\$0	\$0	\$0	N/A	\$385,301	\$6,748,345
11	2038	\$450,361	\$0	\$0	(\$47,037)	\$0	\$0	\$0	N/A	\$403,324	\$7,151,669
12	2039	\$470,627	\$0	\$0	(\$48,448)	(\$125,000)	\$0	\$0	N/A	\$297,179	\$7,448,848
13	2040	\$491,806	\$0	\$0	(\$49,902)	\$0	\$0	\$0	N/A	\$441,904	\$7,890,752
14	2041	\$513,937	\$0	\$0	(\$51,399)	\$0	\$0	\$0	N/A	\$462,538	\$8,353,290
15	2042	\$537,064	\$0	\$0	(\$52,941)	\$0	\$0	\$0	N/A	\$484,123	\$8,837,414
16	2043	\$561,232	\$0	\$0	(\$54,529)	\$0	\$0	\$0	N/A	\$506,703	\$9,344,117
17	2044	\$586,487	\$0	\$0	(\$56,165)	\$0	\$0	\$0	N/A	\$530,323	\$9,874,439
18	2045	\$612,879	\$0	\$0	(\$57,850)	\$0	\$0	\$0	N/A	\$555,030	\$10,429,469
19	2046	\$640,459	\$0	\$0	(\$59,585)	\$0	\$0	\$0	N/A	\$580,874	\$11,010,343
20	2047	\$669,279	\$0	\$0	(\$61,373)	\$0	\$0	\$0	N/A	\$607,907	\$11,618,249
21	2048	\$699,397	\$0	\$0	(\$63,214)	\$0	\$0	\$0	N/A	\$636,183	\$12,254,433
22	2049	\$730,870	\$0	\$0	(\$65,110)	\$0	\$0	\$0	N/A	\$665,760	\$12,920,192
23	2050	\$763,759	\$0	\$0	(\$67,064)	\$0	\$0	\$0	N/A	\$696,695	\$13,616,888
24	2051	\$798,128	\$0	\$0	(\$69,076)	\$0	\$0	\$0	N/A	\$729,053	\$14,345,940
25	2052	\$834,044	\$0	\$0	(\$71,148)	\$0	\$0	\$0	N/A	\$762,896	\$15,108,837
		\$12,923,911	\$0	\$0	(\$1,276,074)	(\$125,000)	\$0	\$3,586,000	\$0	\$15,108,837	

Project Assumptions	
Project Price:	\$1,500,000
District Contribution:	\$1,500,000
Financed Amount:	\$0
Utility Rate Escalation:	5.00%
Inflation Rate:	3.00%
Solar Degradation Rate:	0.5%

Grants/Incentives	
PG&E:	TBD
CEDA:	TBD
ITC:	\$0
Carbon Credits:	TBD
Total Grants & Incentives:	\$0
District Budget Savings:	\$0

Lease	
Interest Rate:	N/A
Length of Analysis:	25
Term of Lease:	N/A
Payments Per Year:	N/A
Debt Type:	N/A
Capitalize Interest:	N/A

**OUSD | Solar RCx**

	Year	New Solar Savings	Solar RCx Savings	Efficiency Utility Savings	O&M Savings	Inverter Replacement Costs	CEDA Decarb Incentives	Federal Investment Tax Credit (ITC Direct Pay)	Lease Payment	Net Cash Flow	Cumulative Cash Flow
0	Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2028	\$0	\$150,000	\$0	(\$67,500)	\$0	\$0	\$0	N/A	\$82,500	\$82,500
2	2029	\$0	\$156,750	\$0	(\$69,525)	\$0	\$0	\$0	N/A	\$87,225	\$169,725
3	2030	\$0	\$163,804	\$0	(\$71,611)	\$0	\$0	\$0	N/A	\$92,193	\$261,918
4	2031	\$0	\$171,175	\$0	(\$73,759)	\$0	\$0	\$0	N/A	\$97,416	\$359,334
5	2032	\$0	\$178,878	\$0	(\$75,972)	\$0	\$0	\$0	N/A	\$102,906	\$462,240
6	2033	\$0	\$186,927	\$0	(\$78,251)	\$0	\$0	\$0	N/A	\$108,676	\$570,916
7	2034	\$0	\$195,339	\$0	(\$80,599)	\$0	\$0	\$0	N/A	\$114,740	\$685,657
8	2035	\$0	\$204,129	\$0	(\$83,016)	\$0	\$0	\$0	N/A	\$121,113	\$806,769
9	2036	\$0	\$213,315	\$0	(\$85,507)	\$0	\$0	\$0	N/A	\$127,808	\$934,577
10	2037	\$0	\$222,914	\$0	(\$88,072)	\$0	\$0	\$0	N/A	\$134,842	\$1,069,420
11	2038	\$0	\$232,945	\$0	(\$90,714)	\$0	\$0	\$0	N/A	\$142,231	\$1,211,651
12	2039	\$0	\$243,428	\$0	(\$93,436)	\$0	\$0	\$0	N/A	\$149,992	\$1,361,643
13	2040	\$0	\$254,382	\$0	(\$96,239)	\$0	\$0	\$0	N/A	\$158,143	\$1,519,786
14	2041	\$0	\$265,829	\$0	(\$99,126)	\$0	\$0	\$0	N/A	\$166,703	\$1,686,490
15	2042	\$0	\$277,792	\$0	(\$102,100)	\$0	\$0	\$0	N/A	\$175,692	\$1,862,181
16	2043	\$0	\$290,292	\$0	(\$105,163)	\$0	\$0	\$0	N/A	\$185,130	\$2,047,311
17	2044	\$0	\$303,356	\$0	(\$108,318)	\$0	\$0	\$0	N/A	\$195,038	\$2,242,349
18	2045	\$0	\$317,007	\$0	(\$111,567)	\$0	\$0	\$0	N/A	\$205,439	\$2,447,788
19	2046	\$0	\$331,272	\$0	(\$114,914)	\$0	\$0	\$0	N/A	\$216,358	\$2,664,146
20	2047	\$0	\$346,179	\$0	(\$118,362)	\$0	\$0	\$0	N/A	\$227,817	\$2,891,963
21	2048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$2,891,963
22	2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$2,891,963
23	2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$2,891,963
24	2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$2,891,963
25	2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$2,891,963
		\$0	\$4,705,713	\$0	(\$1,813,750)	\$0	\$0	\$0	\$0	\$2,891,963	



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Energy Efficiency Investment Grade A	<b>Site</b>	918
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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.**

<b>Attachment Checklist</b>	<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

<b>Contractor Name</b>	Willdan Energy Solutions	<b>Agency's Contact</b>	Elliott Felman				
<b>OUSD Vendor ID #</b>	New	<b>Title</b>	Manager				
<b>Street Address</b>	66 Franklin Street, Suite 300	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94607
<b>Telephone</b>	510-686-4951	<b>Policy Expires</b>					
<b>Contractor History</b>	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				
<b>OUSD Project #</b>	26046						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	05-28-2026	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2027
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>		<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$2,500,000.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
9650/9000	Fund 21 Measure J	210-9650-0-9000-8500-6274-918-9180-9905-9999-36046	6274	\$2,500,000.00

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning &amp; Management</b>				
	<b>Signature</b> <i>Poudrase</i>	<b>Date Approved</b>	05/15/2026		
2.	<b>General Counsel, Facilities</b>				
	<b>Signature</b>	<b>Date Approved</b>	5/15/26		
3.	<b>Chief Systems &amp; Services Officer</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>			
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			