

Board Office Use: Legislative File Info.	
File ID Number	26-1046
Introduction Date	05-27-2026
Enactment Number	
Enactment Date	



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

Memo

To Board of Education

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

Board Meeting Date May 27, 2026

Subject Amendment No. 1, General Services Agreement – Geo-Engineering Solutions, Inc. – Hoover Elementary School Turf Field Replacement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education Amendment No. 1, General Services Agreement between the District and **Geo-Engineering Solutions, Inc.**, San Ramon, CA, for the latter to provide geotechnical engineering services for the **Hoover Elementary School Turf Field Replacement Project**, as detailed in the Proposal dated March 12, 2026, attached to this Amendment as Exhibit A, in an additional total amount of \$20,300.00, increasing Agreement’s total not-to-exceed amount from \$52,349.00 to \$72,649.00, and extending the term of the Agreement from April 23, 2026 through October 30, 2026 to May 28, 2027 (an additional 210 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is needed due to additional costs required for soil sampling and laboratory analytical testing for (4) new locations at the school site.

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education Amendment No. 1, General Services Agreement between the District and Geo-Engineering Solutions, Inc., San Ramon, CA, for the latter to provide geotechnical engineering services for the Hoover Elementary School Turf Field Replacement Project, as detailed in the Proposal dated March 12, 2026, attached to this Amendment as Exhibit A, in an additional total amount of \$20,300.00, increasing Agreement’s total not-to-exceed amount from \$52,349.00 to \$72,649.00, and extending the term of the Agreement from April 23, 2026 through October 30, 2026 to May 28, 2027 (an additional 210 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 1 General Fund ELOP

Attachments

- Amendment No. 1, including exhibits
- Routing Form
- File ID: 26-0807

Memorandum:

Date: 3/10/2026

To: Shivani More

CC: David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Project #25104 - Hoover Elementary - Turf Field Project (Geotechnical Services)

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

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

Project: 25104 **Project Site(s):** Hoover Elementary

Name: Turf Field Project (Geotechnical Services)

Analysis:

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold for construction related professional service contracts and/or construction contracts. Given this information, the above listed project/scope shall be considered exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Threshold)

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

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Geo-Engineering Solutions, Inc.** (“Contractor”) to amend the **General Services Agreement** –between the District and the Contractor dated **April 23, 2026** (“Agreement”), **for the Hoover Elementary School Turf Field Replacement Project** (“Project”), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** The scope of work is unchanged. **The scope of work has changed.**
If scope of work changed:
 The CONTRACTOR shall provide the following amended services: Additional geotechnical engineering services needed due to additional costs required for soil sampling and laboratory analytical testing for (4) new locations. Additional investigation is necessary to identify any potential contaminants to inform the development of remediation plan, as described on the Proposal dated April 14, 2026, attached to this Amendment as Exhibit A.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If term is changed: The contract term is extended from October 30, 2026 to May 28, 2027.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation is changed: The not to exceed contract price is
 Increased by: **Twenty Thousand Three Hundred Dollars No/100(\$20,300.00)**.
 Decreased by _____ dollars and no/100 (\$_____).

Prior to this amendment, the not-to-exceed total contract price was: **Fifty-Two Thousand Three Hundred Forty-Nine Dollars No/100(52,349.00)**, and after this amendment, the not-to-exceed total contract price will be: **Seventy-Two Thousand Six Hundred Forty-Nine Dollars No/100(\$72, 649.00)**.

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

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

5. **No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
6. **Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

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

Date

Denise Gail Saddler, Ed.D., **Interim**
Superintendent and Interim Secretary, Board of
Education

Date

Apr 30, 2026

Date

CONTRACTOR: GEO-ENGINEERING SOLUTIONS,
INC.



04/30/2026

Contractor Signature

Date


Eric Swenson, President

Print Name, Title


Preston Thomas (Apr 30, 2026 08:47:16 PDT)

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

Approval as to form:



James Traber, Esq.
Facilities Counsel

4/28/2026

Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Geo-Engineering Solutions, Inc.

1. Detailed Description of Services to be provided: Additional geotechnical engineering services needed due to additional costs required for soil sampling and laboratory analytical testing for (4) new locations. Additional investigation is necessary to identify any potential contaminants to inform the development of remediation plan, as described on the Proposal dated April 14, 2026, attached to this Amendment as Exhibit A.
2. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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

GEO-ENGINEERING SOLUTIONS, INC.

2570 San Ramon Valley Blvd., Suite A102
San Ramon, CA | 925-433-0450

April 14, 2026

Mr. Preston Thomas, Chief Systems and Services Officer
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

Attention: Ms. Shivani More

*Subject: **Proposal to Provide Soil Sampling and Laboratory Analytical Testing**
Hoover Elementary School
890 Brookhurst Street, Oakland, CA 94608
Geo-Eng Proposal No. 187-1867-A*

Dear Mr. More:

At your request, **Geo-Engineering Solutions, Inc. (Geo-Eng)** is pleased to present this proposal to perform soil sampling and laboratory analytical testing for the Turf Field Replacement project at Hoover Elementary School in Oakland, California.

We will obtain 2 discrete soil samples from 4 locations (from 1 foot and 4-5 feet deep) using hand augur equipment for a total of 8 soil samples. Soil samples will be collected from 3 locations within the proposed Turf Field area. In addition, soil samples will be collected from 1 location from the garden improvement area. The soil samples will be sealed, labeled, stored on ice and transported under a Chain-of-Custody to a California Licensed Analytical Laboratory. The soil sample will be analyzed for the presence of California Metals by EPA Method 6020B, Total Petroleum Hydrocarbon (TPH) as Gasoline by EPA Method 8260D, and TPH-diesel and TPH-motor oil by EPA Method 8015B, Volatile Organic Compounds by EPA Method 8260D, Semi-Volatile Organic Compounds by EPA Method 8270E, Organochlorine Pesticides by EPA Method 8081B, PCBs by EPA Method 8082A, Asbestos by CARB 435, Metals STLC and TCLP if required.

Typically, it takes **one day** for the lab to receive/process the sample, **five-days** to run the standard tests, and **one more day** for a Geo-Eng staff engineer to analyze/process the results and send them out with a summary letter. This means that it may take up to 7 business days from the date the lab receives the sample before the results are ready. As you requested, we can ask the lab for a rush turnaround time (TAT), which will reduce the lab testing-time down to **two** days from five, but at a scaled additional cost.

A letter report providing the results of the tests will be provided. Our services do not include remediation consultation however, we will provide a table with comparisons to the Regional Water Quality Control Board environmental screening limits for soils less than three meters below ground surface where groundwater is a potential drinking water source. As this testing is being performed for off-haul, we note that receiving bodies make the ultimate decision to accept the soil and they may require additional testing or sampling based on their own acceptance criteria. Geo-Eng has proposed the battery of testing on recent experiences in the general area. Geo-Eng was not provided a list of required tests or quantity of sampling requirements including reporting limits. If special testing protocol is required, we should be notified to amend our proposal.

Summary of Fees

The table below provides our estimated breakdown of the fees for the scope of work. Our work would be performed on a Lump Sum basis for a total of **\$20,300.00**. Our fees assume that no significant environmental contamination will be encountered during sampling.

Scope Item	Amount	Fee Basis
Soil Sampling and Laboratory Testing (without County Oversight)		
Planning, and coordination with OUSD	\$ 1,600.00	Lump Sum
Staff Engineer/Geologist, hand Augur 4 locations, travel and equipment	\$ 1,400.00	Lump Sum
Soil Sampling and Laboratory Testing (8 samples at \$1,850 each) (TPH gas/diesel/motor oil, VOCs, SVOCs, pesticides, Asbestos, and PCBs) Standard 5 Days Turn Around Time	\$14,800.00	Lump Sum
Data analysis, Reporting, coordination with OUSD and Alameda County (if required)	<u>\$ 2,500.00</u>	Lump Sum
Total of Sampling and Laboratory Sampling	<u>\$20,300.00</u>	Lump Sum

If this proposal is acceptable, we anticipate you will provide your standard consultant contract which should reference the scope and initial budgeted cost presented herein and/or include or reference this document as part of the contract.

We greatly appreciate the opportunity to be of service to you on this project. If you have any questions regarding this proposal, please contact Mr. Haddad at nhaddad@geo-eng.net, or Mr. Swenson at eswenson@geo-eng.net.

**Respectfully submitted,
GEO-ENGINEERING SOLUTIONS, INC.**



Nicolas Haddad, PE
Senior Engineer



Eric J. Swenson, GE, CEG
President

Distribution: Ms. Shivani More, shivani.more@ousd.com



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Hoover Elementary School Turf Field Replacement Project	Site	170
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Basic Directions

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

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

Contractor Name	Geo-Engineering Solutions, Inc.	Agency's Contact	Eric Swenson		
OUSD Vendor ID #	009582	Title	President		
Street Address	2570 San Ramon Valley Blvd. Ste A201	City	San Ramon	State	CA
		Zip	94583		
Telephone	925-433-0450	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	25104				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-23-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	5-28-2027

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$20,300.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
2600/9000	Fund 1 ELOP	010-0007-0-9000-8500-6289-170-9180-0092-9999-25104	6289	\$20,300.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature <i>Pranita Ranbhise</i>	Date Approved	Apr 30, 2026		
2.	General Counsel, of Facilities				
	Signature <i>James Traber</i>	Date Approved	4/28/2026		
3.	Chief Systems and Services Officer,				
	Signature <i>Preston Thomas</i> <small>Preston Thomas (Apr 30, 2026 08:47:16 PDT)</small>	Date Approved	Apr 30, 2026		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	26-0708
Introduction Date	04-22-2026
Enactment Number	26-0601
Enactment Date	4/22/2026 os



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

Memo

To Board of Education

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

Board Meeting Date April 22, 2026

Subject General Services Agreement – Geo-Engineering Solutions, Inc. – Hoover Elementary School Turf Field Replacement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of a General Services Agreement between the District and Geo-Engineering Solutions, Inc., San Ramon, CA, for the latter to provide geotechnical engineering services for the **Hoover Elementary School Turf Field Replacement Project**, in the amount of **\$52,349.00**, which includes a contingency fee of **\$4,759.00**, as the selected consultant, with work scheduled to commence on **April 23, 2026**, and scheduled to last until **October 30, 2026**.

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

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of a General Services Agreement between the District and Geo-Engineering Solutions, Inc., San Ramon, CA, for the latter to provide geotechnical engineering services for the Hoover Elementary School Turf Field Replacement Project, in the amount of \$52,349.00, which includes a contingency fee of \$4,759.00, as the selected consultant, with work scheduled to commence on April 23, 2026, and scheduled to last until October 30, 2026.

Fiscal Impact Fund 1 General Fund ELOP

Attachments

- Justification Form
- Agreement and Exhibits
- Insurance Certificate
- Routing Form

Memorandum:

Date: 3/10/2026

To: Shivani More

CC: David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Project #25104 - Hoover Elementary - Turf Field Project (Geotechnical Services)

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

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

Project: 25104 **Project Site(s):** Hoover Elementary

Name: Turf Field Project (Geotechnical Services)

Analysis:

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold for construction related professional service contracts and/or construction contracts. Given this information, the above listed project/scope shall be considered exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Threshold)

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

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance



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

Legislative File ID No. 26-0708

Department: Division of Facilities Planning and Management

Vendor Name: Geo-Engineering Solutions, Inc.

Project Name: Hoover ES Turf Field Replacement Project No.: 25104

Contract Term: Intended Start: 04-23-2026 Intended End: 10-30-2026

Total Cost Over Contract Term: \$52,349.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

The consultant was selected through the RFP selection process (Government Code §§4529.10 et seq).

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

The consultant will provide Geotechnical Consulting Services for the Hoover Elementary School Turf Field Replacement Project.

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?

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 \$119,100 or less (as of 1/1/26)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- 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 \$119,100 (as of 1/1/26)
- 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:

The consultant was selected through 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)).

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This general services agreement (“Agreement”) is made and entered into effective **April 23, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Geo-Engineering Solutions, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): provide geotechnical engineering services for the Hoover Elementary School Turf Field Replacement Project (“Project”), (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **Geo-Engineering Solutions, Inc.** consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall begin on **April 23, 2026**, and shall end on **October 30, 2026** (“Term”) the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a

{SR801406}

General Services Agreement – Geo-Engineering Solutions, Inc. – Hoover Elementary School Turf Field Replacement Project
-\$52,349.00

receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Fifty-Two Thousand Three Hundred Forty-Nine Dollars No/100 (\$52,349.00)**, which consists of a not-to-exceed amount of **Forty-Seven Thousand Five Hundred Ninety Dollars No/100 (\$47,590.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Four Thousand Seven Hundred Forty-Nine Dollars No/100(\$4,759.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all

{SR801406}2

tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the

{SR801406}3

Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. Confidential Information. All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over

to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

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

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

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

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

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

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be

liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Any terms or conditions contained in Contractor's proposal shall be of no force or effect and shall not apply to or modify the rights and obligations of the parties hereunder.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any

subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

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

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

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

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District’s governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.


39. **California Residency.** Contractor is a resident of the State of California.

Address for District Notices:

Address for Contractor Notices:

Oakland Unified School District 955 High Street Oakland, California 94601 Attention: Preston Thomas	Geo-Engineering Solutions, Inc 2570 San Ramon Valley Blvd. Ste. A-102 San Ramon, CA 94583 Attention: Eric Swenson
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OAKLAND UNIFIED SCHOOL DISTRICT




 Jennifer Brouhard, President,
 Board of Education

4/23/2026
 Date



 Denise Gail Saddler, Ed.D.,
 Interim Superintendent & Secretary of the Board of Education

4/23/2026
 Date



 Preston Thomas, Chief Systems & Services
 Officer


Mar 25, 2026
 Date



 James Traber, Esq.
 Counsel, OUSD

3/25/2026
 Date

GEO-ENGINEERING SOLUTIONS, INC.



 Eric Swenson, President

03/25/2026
 Date

Eric Swenson, President

 Print Name, Title

EXHIBIT A

Scope of Services

{SR801406}9

Profit is the natural fruit of quality work, satisfied clients, and challenged happy staff – All too often professional service firms will focus on the financials first. We believe that if we give our staff the right tools, provide excellent quality to our clients, and provide a supportive environment, that profit is the natural fruit of our labor.

SERVICES

Our areas of expertise include Geotechnical Engineering, Engineering Geology, Materials Testing, and Construction Services. We are here to provide cost effective solutions and quality through technical expertise.

- › Geotechnical Engineering
- › Engineering Geology
- › Construction Services
- › Materials Testing
- › Phase I Environmental Site Assessment

Our San Ramon office will oversee this contract, ensuring seamless administration. In addition, our expert technical team members are strategically positioned within 30minutes of the district, ready to provide on-site support throughout the construction process.

Geo-Eng currently employs 10 employee individuals. We have 4 certified employees:

- Principal & Civil Engineer: 2
- Sr. Geotechnical Engineer: 1
- Project Engineer: 1
- Administrative 1
- Sr. Staff Engineer: 1
- Staff Geologist: 2
- Staff Engineer: 1
- Field Technicians: 2

Geo-Engineering Solutions (Geo-Eng) has extensive experience as providing both the design and construction phases of geotechnical engineering services for K-12 DSA jurisdictional projects. These services follow two different paths of work during performance of work. In the initial design phase, The California Geological Survey (CGS) is the dominant regulatory body. Geo-Eng principal level engineers and geologists have extensive interaction with CGS and are very familiar with CGS requirements and approval process. During construction, the dominant regulatory body is the Division of the State Architect (DSA). Geo-Eng is also highly experienced at providing construction inspection and testing services in conformance with DSA regulations.

DESIGN PHASE

The initial design work for K-12 projects is dictated by CGS Note 48 for projects that DSA submits to CGS for review and ultimate approval. This guideline provides the requirements for the investigation and assessment of Geologic Hazards for Schools and Critical Structures in the State of California.

The checklist provides all of the elements that CGS requires for school projects in a Geotechnical and Geologic Hazards Report.

We understand that since no new structures of human occupancy are known to be included in this project, we expect the geotechnical reports will not be submitted to CGS for review.

CONSTRUCTION PHASE

Geo-Engineering Solutions Inc.'s team of engineers and technicians are highly experienced at performing materials testing and inspection services in accordance with DSA regulations. Our laboratory participates in DSA's Laboratory Evaluation Acceptance (LEA) program. The services we can perform include both soils testing as well as foundation observation and testing services. Our construction related geotechnical services would include the following:

- Review of DSA form 103 to confirm that we are providing all the needed geotechnical services
- Testing and observation of engineered fills and field turf subgrade preparation both in the field and in the lab to confirm project requirements.
- Observation of foundation installation as required by the project specific DSA 103.
- Preparation of daily field reports and the required DSA 293 project close out forms.

In accordance with DSA regulations, these services would be performed by a combination of engineers and technicians' operation under the responsible charge of a California licensed Geotechnical Engineer.

2.2.2 MEETING PROJECT SCHEDULES

As far as potential agency approval delays, we note that agency approvals, in the case of geotechnical work, CGS and DSA, primarily apply to review of geotechnical reports after the submittal phase, at which time, schedule is controlled only by CGS, which typically has an 8-week or less review turnaround time, which could lengthen during the busy times of the year. Other potential delays during the investigation phase include exploration permitting time with the applicable cities, counties and water agencies, which we factor into our project delivery schedule.

For construction-phase projects, where geotechnical and earthwork testing services are provided to the District, scheduling of field assignments is accomplished through Geo-Eng's dispatcher, where scheduling is made in response to field testing requests placed by the client (District) representative, typically the DSA Project Inspector. Staff or project engineers and geologists would provide field foundation observation services such as drilled pier excavations for solar canopy foundations. For versatility, engineers and field technicians will be available for earthwork testing. A preferred lead time of 48 hours is requested for field testing work assignments. Requests made less than 48 hours before the requested visit are filled subject to personnel availability on a first come, first served basis; however, all reasonable effort is made to accommodate as many requests as possible.

TOTAL PROPOSED FEES:

Geotechnical Engineering Study	\$ 18,000.00
Supplemental Engineering Consultations	\$ 2,000.00
Construction Phase Services	\$ 27,590.00
Total Base Fee, Study through Construction:	\$ 47,590.00
10% Contingency:	\$ 4,759.00
Not-to-Exceed Total Fee:	\$ 52,349.00

2.4.2 FEE SCHEDULE

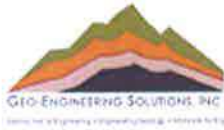
We propose to perform our Geotechnical Engineering Study on a Lump Sum basis. For our Supplemental engineering services and construction-phase services, we will provide these services on a Time and Materials (T&M) basis per the attached Fee Schedule, the rates of which would apply for all covered services through December 31, 2026, which we expect will cover the duration of the project.

Geo-Eng has in-house resources to complete any projects that may arise out of this project and we do anticipate the use of engineering subconsultants.

EXHIBIT B

Hourly Rates

{SR801406}10



GEO-ENGINEERING SOLUTIONS INC.

FEE SCHEDULE

THROUGH DECEMBER 31, 2026

2570 San Ramon Valley Blvd, Suite A102
San Ramon, CA, 94583

Engineering Services

Senior Principal Engineer/Geologist	\$265/hr
Principal Engineer/Geologist.....	\$245/hr
Senior Engineer/Geologist	\$225/hr
Project Engineer/Geologist	\$195/hr
Staff Engineer/Geologist	\$180/hr

Technical Services

Engineering Technician-Prevailing Wage.....	\$165/hr
Senior Engineering Technician	\$140/hr
Engineering Technician.....	\$130/hr
CAD Drafting.....	\$110/hr
Clerical	\$105/hr

Equipment Charges		Geotechnical Lab Tests	
Vehicle	\$20/hr	Compaction Curve	\$400/ea
Nuclear Gauge	\$20/hr	Compaction Check Point	\$150/ea
Hand Auger	\$50/day	Plasticity Index	\$350/ea
Liner with Caps	\$10/ea	Sieve Analysis	\$250/ea
Water Depth Sounder	\$25/day	Moisture Content	\$40/ea
Modeling Software	\$50/hr	#200 wash	\$200/ea
55-gal drum	\$100/ea	R-value	\$400/ea

Basis of Charges

General

Fees for lump sum or unit price proposals will be charged at the quoted price. Fees for engineering and technical services on a time and materials basis will be charged at the applicable hourly rates. Engineering Fees are charged in increments of one hour and technical fees are charged on 2-hour minimums. There is a 2-hour minimum show up time for dispatched work and travel time for technical services is charged portal to portal from the nearest gauge storage location. Overtime as defined by the State of California DIR shall be charged at 1-1/2 times the standard rate and double time will be charged at 2-times the standard rate.

Miscellaneous Charges

Per diem (project assignment more than 100 miles from home office):	\$150/day
Equipment rental, reproductions, testing (other than by GES), drillers, utility locators photographic expenses and other outside services:	Cost + 15%

Payments

Invoices will be submitted either semi-monthly or monthly and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

Prevailing Wage and Project Labor Agreements

Client shall notify in writing to GES if work is subject to "prevailing wage" in accordance with State of California DIR requirements. Any work subject to prevailing wage compensation shall be charged at an increased rate of 20% over fee schedule. Any additional union benefits costs or other costs associated with a Project Labor Agreement will be passed on at cost.

Cost Acceleration

This fee schedule is valid through Dec 31, 2026. The rates will accelerate on an annual rate of 5% beyond that date on the 1st of the year every year.



EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

{SR801406}11

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

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

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

(Education Code §45125.1(h).)

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

Dated: 03/25/2026

Name: Eric Swenson

Signature: 

Title: President

ATTACHMENT A

Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.


Entity Name: Geo-Engineering Solutions, Inc
Date of Entity's Contract with District: 03/18/2026
Scope of Entity's Contract with District: 03/18/2026

I, Eric Swenson *[insert name]*, am the owner *[insert "owner" or officer title]* for Geo-Engineering Solutions, Inc *[insert name of business entity]* ("Entity"), which entered a contract on March 18, 2026, with the District for Geotechnical Engineering Services

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

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

Date: March 25, 2026

Signature: 
Typed Name: Eric Swenson
Title: President
Entity: Geo-Engineering Solutions Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2026

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

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

PRODUCER Trucordia Insurance Services, LLC 220 West 20th Avenue San Mateo CA 94403 License#: 0L78680	CONTACT NAME: Jamie Osorio PHONE (A/C. No. Ext): (714) 327-1407 E-MAIL ADDRESS: jamie.osorio@trucordia.com	FAX (A/C. No): 650-378-4361													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Employers Preferred Insurance Company</td> <td>10346</td> </tr> <tr> <td>INSURER C : Houston Casualty Company</td> <td>42374</td> </tr> <tr> <td>INSURER D : Travelers Ind Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Employers Preferred Insurance Company	10346	INSURER C : Houston Casualty Company	42374	INSURER D : Travelers Ind Co of CT	25682	INSURER E :		INSURER F :
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INSURED Geo-Engineering Solutions Inc. 2570 San Ramon Valley Bl #A102 San Ramon CA 94583 License#: 0L78680 GEOEN-1															

COVERAGES **CERTIFICATE NUMBER:** 316127870 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6803N3147032547	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA9P9391682547	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7N9175542547	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG500585203	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Profess Liab Claims Made Retention \$35,000 Bus. Pers. Prop			HCC2425753 6803N3147032547	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Per Claim 2,000,000 Aggregate 2,000,000 Ded \$1,000 157,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Policy provisions apply only when required by written contract, and are limited to the operations of the Insured under said contract.

Pollution Legal Liability arising from Professional Services coverage included under professional liability policy - Claims made and a \$1,000,000 sublimit is applicable to Network Security & Privacy coverage (Agreement C)

Excess/Umbrella Liability is following form of the underlying General Liability, Auto Liability and Employer's Liability policies ONLY.
 RE: Project No. 187-1867 - Hoover Elementary School

See Attached...

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jamie Osorio</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Trucordia Insurance Services, LLC		NAMED INSURED Geo-Engineering Solutions Inc. 2570 San Ramon Valley Bl #A102 San Ramon CA 94583	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Oakland Unified School District is included as additional insured with regard to General Liability and Auto Liability when required by written contract per the attached endorsements. This insurance is Primary and Non-Contributory, and Waivers of Subrogation apply to General Liability, Auto Liability and Workers Compensation when required by written contract per the attached endorsements.

30 Days' Notice of Cancellation/10 days for non-payment of premium

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Hoover Elementary School Turf Field Replacement Project	Site	170
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Basic Directions

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

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

Contractor Name	Geo-Engineering Solutions, Inc.	Agency's Contact	Eric Swenson		
OUSD Vendor ID #	009582	Title	President		
Street Address	2570 San Ramon Valley Blvd. Ste A201	City	San Ramon	State	CA
		Zip	94583		
Telephone	925-433-0450	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	25104				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-23-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-30-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$52,349.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
2600/9000	Fund 1 ELOP	010-2600-0-9000-8500-6289-170-9180-0092-9999-25104	6289	\$52,349.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature <i>Pranita Ranbhise</i>	Date Approved	Mar 25, 2026		
2.	General Counsel, of Facilities				
	Signature <i>James Traber</i>	Date Approved	3/25/2026		
3.	Chief Systems and Services Officer,				
	Signature <i>Preston Thomas</i> <small>Preston Thomas (Mar 25, 2026 13:42:49 PDT)</small>	Date Approved	Mar 25, 2026		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			