Board Office Use: **Legislative File Info.**	
File ID Number	23-0502
Introduction Date	4/12/2023
Enactment Number	23-0659
Enactment Date	4/12/2023 er

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date April 12, 2023

Subject Amendment No. 1 Agreement for Engineering Services – Atlas Technical Consultants, LLC. - Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project - additional "Group 2" per the RFP process, including Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Agreement for Engineering Services by and between the **District** and **Atlas Technical Consultants, LLC**, Oakland, California, for the latter to provide additional Geo-technical engineering services in accordance with (DSA) Division of the State Architect requirements for providing field and laboratory testing services, including DSA LEA certification. Scope of Work or Services as specifically detailed in the Project Plans DSA Application #01-120636, #01-120638, #01-12063, to add four additional sites named "Group 2" per the RFP process, namely **Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project** for an additional not-to-exceed amount of **$8,008.00** for each site totaling an additional not-to-exceed amount of **$32,032.00,** increasing the Agreement's amount from **$24,446.40 to $56,478.40,** extending the term of Agreement from **August 31, 2023 to October 31, 2023, (an additional 61 calendar days),** and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for Agreement for Engineering Services to add additional sites named "Group 2" per the RFP process, including Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, to the Agreement for Engineering Services by and between the **District** and **Atlas Technical Consultants, LLC**, Oakland, California, for the latter to provide additional Geo-technical engineering services in accordance with (DSA) Division of the State

Architect requirements for providing field and laboratory testing services, including DSA LEA certification. Scope of Work or Services as specifically detailed in the Project Plans DSA Application #01-120636, #01-120638, #01-12063, to add four additional sites named "Group 2" per the RFP process, namely **Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project** for an additional not-to-exceed amount of **$8,008.00** for each site totaling an additional not-to-exceed amount of **$32,032.00,** increasing the Agreement's amount from **$24,446.40 to $56,478.40,** extending the term of Agreement from **August 31, 2023 to October 31, 2023, (an additional 61 calendar days),** and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fiscal Impact

Fund 21 Building Funds, Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID 23-0062

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Atlas Technical Consultants, LLC.** OUSD entered into an agreement with CONTRACTOR for services effective on **February 9, 2023** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Solar Initiative Various Sites– Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project - additional "Group 2" per the RFP process, including Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project** as follows, and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. **X** The scope of work has changed.

   If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

   The CONTRACTOR agrees to provide the following amended services: To provide additional inspector of record services to ensure safeguard drawing, specifications and codes are compliance to DSA requirements for 4 added school sites: Martin Luther King ES, The Center ES, Hoover ES, and Frick United Academy of Language, as described in the Proposal dated February 1, 2023, attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

   If term is changed: The contract term is extended by an additional **Sixty-One (61) calendar days** and the amended expiration **October 31, 2023**. The current end date is August 31, 2023.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   If the compensation is changed: The not to exceed contract price is

   X Increased by: **A total of Thirty-Two Thousand and Thirty-Two Dollars NO/100 ($32,032.00), including $29,120.00 for Basic Services and $2,912.00 for Additional Services. The not-to-exceed amount for each of the four additional sites is $8,008.00 per site.**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not-to-exceed contract price was **Twenty-four Thousand Four Hundred Forty-Six Dollars 40/100 ($24,446.40),** and after this amendment, the not-to-exceed contract price will be: **Fifty-Six Thousand Four Hundred Seventy-Eight Dollars 40/100 ($56,478.40).**

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

5. **Amendment History:**

   X 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)
			$

Contract No. P.O. No.

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

OAKLAND UNIFIED SCHOOL DISTRICT

Mike Hutchinson, President, Board of Education — 4/13/2-23 Date

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — 4/13/2023 Date

Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management — 3/14/23 Date

Approval as to form:

Ame Sandberg *[name]* — 3/13/23 Date

General Counsel, Facilities, Planning and Management

~~CONTRACTOR~~ ENGINEER

Contractor Signature — 02/22/2023 Date

Corey T. Dare, Operations Manager
Print Name, Title

Northern California Geotechnical Group

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Atlas Technical Consultants, LLC.

Detailed Description of Services to be provided: To provide additional inspector of record services to ensure safeguard drawing, specifications and codes are compliance to DSA requirements for 4 added school sites: Martin Luther King ES, The Center ES, Hoover ES, and Frick Unified Academy of Language, as described in the Proposal dated February 1, 2023, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	X Accountable for quality
0 High quality and effective instruction	0 Full service community district

FEE PROPOSAL FOR GEOTECHNICAL CONSULTING SERVICES FOR GROUP 2 SOLAR INITIATIVE PROJECTS AT:

MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
(960 TENTH STREET, OAKLAND, CA 94607)

THE CENTER AT FOSTER ELEMENTARY SCHOOL
(2850 WEST STREET, OAKLAND, CA 94608)

HOOVER ELEMENTARY SCHOOL
(BROCKHURST STREET, OAKLAND, CA 94608)

FRICK UNITED ACADEMY OF LANGUAGE
(2845 65TH AVENUE, OAKLAND, CA 94605)

February 1, 2023

SUBMITTED BY:

ATLAS TECHNICAL CONSULTANTS
Corey T. Dare, PE, GE | Principal Geotechnical Engineer
925.580.7343
corey.dare@oneatlas.com

SUBMITTED TO:

OAKLAND UNIFIED SCHOOL DISTRICT
Tadashi Nakadegawa | Deputy Chief
Department of Facilities Planning & Management
955 High Street | Oakland, CA 94601

ATLAS

CONTACT INFORMATION FOR THE FIRM:

534 23rd Avenue
Oakland, CA 94606

(p) 510.436.7626

(f) 510.436.7699

DIR # 1000595408

WWW.ONEATLAS.COM

February 1, 2023

TADASHI NAKADEGAWA | ACTING DEPUTY CHIEF
OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA 94601

SUBJECT: **Statement of Qualifications and Fee Proposal for Geotechnical Consulting Services for Solar Initiative Projects at: Martin Luther King Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Oakland Unified School District**

Dear Mr. Nakadegawa:

Atlas Technical Consultants LLC enthusiastically responds to your Request for Qualifications and Fee Proposal (RFQ/P Packet) for performing geotechnical consulting services for Solar Initiative Projects at Martin Luther King Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language ("Project") for the Oakland Unified School District (District). Atlas, with an office and laboratory located near the District's headquarters, meets the District's RFQ/P's requirement for mandatory 50% Local Business Utilization.

With approximately 25% of our local geotechnical work being performed on DSA K-12 projects, including many projects performed for the District over recent years, we are experts at understanding the requirements of both DSA and CGS. We also understand that the District relies on consultants to provide cost effective and creative solutions to extend your facilities and learning dollars.

Mr. Corey T. Dare, PE, GE, who has managed geotechnical school projects on behalf of Atlas over the past 10 years, will serve as the District's main point of contact and geotechnical project manager in charge of technical matters. Corey has over 25 years of experience in the design and construction of educational facilities working within DSA/OSHPD jurisdictional projects, including multiple past projects for the District. His experience ranges from being the field engineer for the construction of small school projects to being the responsible Geotechnical Engineer of Record over a span of over 25 years.

Company-wide, Atlas employs more than 3,500 staff, and we have access to over 350 local professionals and technical/administrative personnel including Registered Civil and Geotechnical Engineers, Professional Geologists, Certified Engineering Geologists, Soils Testing and Inspection Technicians, Project Managers and administrative personnel. We believe our qualifications will show that Atlas is the best suited geotechnical consultant to the District for this project for the following reasons:

- Atlas has extensive K-12 experience with the District as well as many similar local and regional districts and knows how to meet the DSA and CGS requirements for geotechnical consulting services in an efficient and cost-effective manner. Among our many geotechnical investigations and construction work, Atlas has provided

ATLAS

geotechnical services for numerous photo-voltaic solar projects over the year for solar providers, school districts, and government agencies.

- Atlas is a full-service provider from design inception through construction. Atlas participates in the DSA Laboratory Evaluation and Acceptance (LEA #311) program and can provide efficient and cost-effective geotechnical services from beginning to end.

- Atlas and project team has an established relationship with the District providing various geotechnical consulting services since 2003. (as Atlas and local predecessor companies)

I, Corey Dare, am authorized to submit our proposal on behalf of Atlas. Our contact information can be found at the top of our letterhead.

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

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

We thank you for the opportunity to provide our proposal to the District and look forward to discussing your needs in person.

Very Respectfully,
ATLAS TECHNICAL CONSULTANTS LLC

Corey T. Dare

Corey T. Dare, PE, GE
Operations Manager, Northern California Geotechnical Group

CTD/DC

TABLE OF CONTENTS

The following tables provide our estimated breakdown of the fees for this project, including a Time and Materials (T&M) budget for the Supplemental Engineering Review and Consultations phase for construction-phase services. We note that no project plans or construction schedule have been provided for our use in developing a construction budget, so our T&M estimates are based on our interpretation of probable foundation observation and soils testing services that may be required for the project.

In addition, per OUSD request, we have included a 10% contingency fee to our cost table presented below, included as a separate line item. The 10% contingency has been applied to all tasks and subtasks. Our services will be provided on a Time and Materials (T&M) basis, to be billed in accordance with our attached Fee Schedule located in the ***Appendix Section*** of this submittal.

MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
960 Tenth Street, Oakland, CA 94607

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	$ 170.00	Hour	3	$ 510.00
Underground Utilities Backfill	Soil Technician	$ 115.00	Hour	12	$ 1,380.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	$ 155.00	Hour	16	$ 2,480.00
Vehicle and Gauge Charge	Soil Technical	$ 14.00	Hour	12	$ 168.00
Vehicle Charge	Engineer	$ 7.00	Hour	16	$ 112.00
Maximum Density/Optimum Moisture (AST< D1557)	Lab Test	$ 340.00	Each	1	$ 340.00
SUBTOTAL					**$ 4,990.00**
Office					
GEOR: Interim and Final DSA Reporting (Registered GE)	Senior Engineer	$ 190.00	Hour	4	$ 760.00
Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	$ 170.00	Hour	8	$ 1,360.00
Report Processing, DFR Management	Administrative	$ 85.00	Hour	2	$ 170.00
SUBTOTAL					**$ 2,290.00**
10% Contingency Allowance (Per RFP request)					**$ 728.00**
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					**$ 8,008.00**

THE CENTER AT FOSTER ELEMENTARY SCHOOL 2850 West Street, Oakland, CA 94608					
Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	$ 170.00	Hour	3	$ 510.00
Underground Utilities Backfill	Soil Technician	$ 115.00	Hour	12	$ 1,380.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	$ 155.00	Hour	16	$ 2,480.00
Vehicle and Gauge Charge	Soil Technical	$ 14.00	Hour	12	$ 168.00
Vehicle Charge	Engineer	$ 7.00	Hour	16	$ 112.00
Maximum Density/Optimum Moisture (AST< D1557)	Lab Test	$ 340.00	Each	1	$ 340.00
SUBTOTAL					**$ 4,990.00**
Office					
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Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	$ 170.00	Hour	8	$ 1,360.00
Report Processing, DFR Management	Administrative	$ 85.00	Hour	2	$ 170.00
SUBTOTAL					**$ 2,290.00**
10% Contingency Allowance (Per RFP request)					**$ 728.00**
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					**$ 8,008.00**

HOOVER ELEMENTARY SCHOOL Brockhurst Street, Oakland, CA 94608					
Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	$ 170.00	Hour	3	$ 510.00
Underground Utilities Backfill	Soil Technician	$ 115.00	Hour	12	$ 1,380.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	$ 155.00	Hour	16	$ 2,480.00
Vehicle and Gauge Charge	Soil Technical	$ 14.00	Hour	12	$ 168.00
Vehicle Charge	Engineer	$ 7.00	Hour	16	$ 112.00
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Report Processing, DFR Management	Administrative	$ 85.00	Hour	2	$ 170.00
SUBTOTAL					**$ 2,290.00**
10% Contingency Allowance (Per RFP request)					**$ 728.00**
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					**$ 8,008.00**

FRICK UNITED ACADEMY OF LANGUAGE 2845 65th Avenue, Oakland, CA 94605					
Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	$ 170.00	Hour	3	$ 510.00
Underground Utilities Backfill	Soil Technician	$ 115.00	Hour	12	$ 1,380.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	$ 155.00	Hour	16	$ 2,480.00
Vehicle and Gauge Charge	Soil Technical	$ 14.00	Hour	12	$ 168.00
Vehicle Charge	Engineer	$ 7.00	Hour	16	$ 112.00
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SUBTOTAL					**$ 2,290.00**
10% Contingency Allowance (Per RFP request)					**$ 728.00**
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					**$ 8,008.00**

4.0 | LOCAL BUSINESS ENTERPRISE PROGRAM

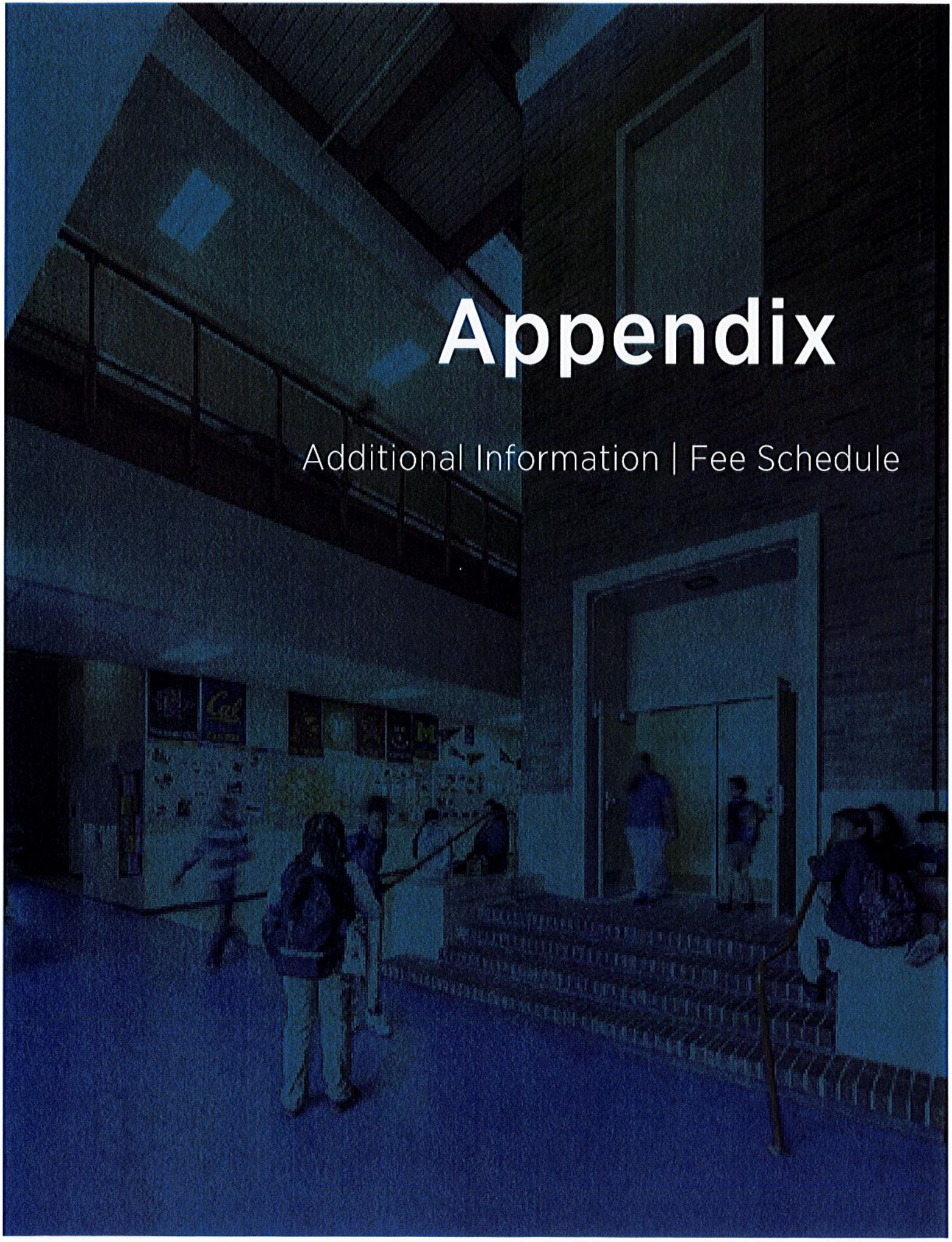
Atlas notes the standard District requirement for at least 50% LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/ SLRBE) participation in this and other District projects. Atlas qualifies as LBE as certified by the Port of Oakland (Local Certification No. 9478-22) and by the Alameda County Transportation Commission (Local Business Enterprise Certification #ATL20220921-01). We also note that the District has waived the 25% SLBE/ SLRBE requirement and has substituted a minimum 50% local business utilization requirement, which Atlas satisfies. See our attached Local Business Participation Worksheet for details.

On the following page is our filled out Local Business Participation Worksheet.

LOCAL BUSINESS PARTICIPATION WORKSHEET
Prime Consultant: Atlas Technical Consultants LLC
Project: Kaiser Elementary School Project
Date: February 1, 2023

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland or other OUSD approved agency(ies) or Certification Number and Expiration Date
Prime Company: Atlas *Address:* 534 23rd Ave Oakland, CA 94606 *Phone:* 510.436.7626 *Email:* corey.dare@oneatlas.com	100%	100%	0%	0%	Port of Oakland LIA Cert #9478-22 Exp 7/31/2024
Company: *Address:* *Phone:* *Email:*					
Company: *Address:* *Phone:* *Email:*					
Company: *Address:* *Phone:* *Email:*					
Company: *Address:* *Phone:* *Email:*					
Company: *Address:* *Phone:* *Email:*					
TOTAL PARTICIPATION	100%	100%	0%	0%	

Approval – LBU Compliance Officer



Appendix

Additional Information | Fee Schedule

ATLAS

FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Oakland Unified School District Solar Initiative Projects

Effective: Through June 30, 2023

PERSONNEL		UNIT RATE	UNIT
Principal Engineer/Geologist	$	215.00	hour
Senior Engineer/Geologist	$	190.00	hour
Project Engineer/Geologist	$	170.00	hour
Staff Engineer/Geologist	$	155.00	hour
Assistant Engineer	$	115.00	hour
Technician Supervisor	$	115.00	hour
Field Technician (Prevailing Wage)	$	115.00	hour
Field/Laboratory Technician (non-Prevailing Wage)	$	110.00	hour
Assistant Technician/Inspector	$	100.00	hour
Administrative	$	85.00	hour
Drafting	$	95.00	hour
Depositions, minimum 4 hours	$	300.00	hour
Expert Witness, minimum 4 hours	$	400.00	hour
Expert Testimony, full day	$	2,000.00	each
Nuclear Gauge	$	7.00	hour
Vehicle	$	7.00	hour
SOIL AND BASE MATERIALS		**UNIT RATE***	**UNIT**
Moisture and Density Relationships			
Compaction, Standard Proctor, ASTM D698	$	300.00	each
Compaction, Modified Proctor, ASTM D1557	$	340.00	each
Compaction, Checkpoint, ASTM D1557	$	160.00	each
Compaction, California Impact, CT216	$	320.00	each
Moisture/Density, Sample Tubes, ASTM D2216/D2937	$	40.00	each
Moisture Content, Bulk Sample, ASTM D2216	$	25.00	each
Moisture/Density, to 2.5" diameter sample, ASTM 7263b	$	35.00	each
Particle Size Analysis			
Dry Sieve to #200, ASTM D422/CT117	$	140.00	each
Dry Sieve Analysis/Hydrometer, ASTM D422	$	270.00	each
Hydrometer, ASTM D422	$	170.00	each
Wet Sieve Analysis to #200, ASTM D1140	$	100.00	each
Sieve Analysis, Bulk Sample Gradation, ASTM C136/CT202	$	200.00	each
Soil Characteristics			
Atterberg Limits (Plasticity Index), ASTM D4318 / CT204	$	210.00	each
Soil Classification, ASTM D2487	$	350.00	each
Specific Gravity, D854	$	110.00	each
Permeability of Granular Soils (Constant Head) ASTM D2434	$	420.00	each
Permeability, Flexible Wall, Cohesive Soil, ASTM D5084	Quotation upon request		
Permeability, Rigid Piston Driven, Cohesive Soil, ASTM 5856	Quotation upon request		

* Based on standard turnaround times.
Rush tests are an additional 50%.

FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Oakland Unified School District Solar Initiative Projects

Effective: Through June 30, 2023

Volume Change			
Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	$	500.00	each
Consolidation, Method A Constant Load, per load increment, ASTM D2435	$	70.00	each
Consolidation, Method B Timed per load increment, ASTM D2435	$	600.00	each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Methods A and B	Quotation upon request		
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C	Quotation upon request		
Collapse Potential, ASTM D5333	Quotation upon request		
Expansion Index Test (ASTM D4829)	$	520.00	each
Expansion, Shrinkage, and Uplift Pressure, ASTM D3877m	$	380.00	each
Soil Strength			
Direct Shear, 3 points, Unconsolidated-Undrained, Q-test. ASTM D3080	$	370.00	each
Direct Shear, additional points, Unconsolidated-Undrained, Q-test	$	120.00	each
Direct Shear, 3 points, Consolidated-Undrained, R-Test	$	370.00	each
Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	$	820.00	each
Direct Shear, 3 points, Residual, ASTM D6467	$	820.00	each
Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	$	360.00	each
Unconfined Compressive Strength, ASTM D2166	$	130.00	each
Unconfined Compressive Strength (lime or cement treated), CT373	$	420.00	each
Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	$	200.00	each
Triaxial	Quotation upon request		
Subgrade Soil and Baserock			
California Bearing Ratio, 1 point, ASTM D1883	$	260.00	each
California Bearing Ratio, 3 points (specified moisture), ASTM D1883	$	720.00	each
California Bearing Ratio, 3 points (96 hour soak), ASTM D1883	$	820.00	each
"R" Value (no additives), ASTM D2844 / CT301	$	450.00	each
"R" Value (lime, cement, other additives) CT301	$	520.00	each
Compression, Cement Treated Base (Including Preparation), Cal 312	$	200.00	each
Sand Equivalent, ASTM D2419 / CT217	$	140.00	each
Durability, ASTM D3744	$	185.00	each
Corrosivity			
Water Soluble Sulfate, ASTM D4327	$	65.00	each
pH, ASTM 4972	$	45.00	each
Lab Resistivity	$	100.00	each
Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	$	330.00	each
Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	$	320.00	each
AGGREGATES		**UNIT RATE***	**UNIT**
Sieve Analysis			
Bulk Sample Gradation (coarse or fine), ASTM C 136	$	190.00	each
Material Finer than #200 Sieve, ASTM C 117	$	98.00	each
Bulk Sample Gradation, Cal 202	$	185.00	each
Specific Gravity (coarse), ASTM C 127/Cal 206	$	140.00	each
Specific Gravity (fine), ASTM C 128/Cal 207	$	165.00	each
Absorption, Sand or Gravel, ASTM C 127/ASTM C 140	$	100.00	each
Organic Impurities in Concrete Sand, ASTM C 88 or ASTM C40	$	125.00	each
L.A. Rattler, ASTM C 131 or C 535/Cal 211	$	300.00	each

* Based on standard turnaround times.
Rush tests are an additional 50%.

FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Oakland Unified School District Solar Initiative Projects

Effective: Through June 30, 2023

Sulfate Soundness (per sieve), ASTM C 88	$	145.00	each
Unit Weight of Aggregates, ASTM C 29	$	110.00	each
Hardness, ASTM D 1865	$	120.00	each
Crushed Particles, Cal 205	$	200.00	each
Cleanness Value, Cal 227 or Cal 217	$	150.00	each
Durability ASTM D 3744/Cal 229	$	185.00	each
Moisture Content of Aggregate ASTM C 29	$	50.00	each
HOT MIX ASPHALT (HMA)		**UNIT RATE***	**UNIT**
Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	$	110.00	each
Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	$	120.00	each
Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	$	175.00	each
Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	$	170.00	each
Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	$	170.00	each
Ignition Oven Calibration Factor ASTM D6307/ CT382	$	270.00	each
Asphalt Content (Solvent Extraction Method) ASTM D2172	$	350.00	each
Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	$	180.00	each
Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	$	950.00	each
Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	$	400.00	each
Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	$	300.00	each
Marshall Flow and Stability, per point, ASTM D 6926	$	85.00	each
Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	$	1,800.00	each
Swell of Bituminous Mixtures, CT 304/305	$	225.00	each
ASPHALTIC CEMENT		**UNIT RATE***	**UNIT**
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	$	71.00	each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	$	105.00	each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	$	170.00	each
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201/ASTM D2171	$	170.00	each
Viscosity (Asphalt Institute Method) Kinematic ASTM D2170	$	170.00	each
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	$	180.00	each
Residue by Evaporation, ASTM D244/AASHTO T59	$	220.00	each
Extraction and Recovery, ASTM D2172/ASTM D 1856	$	850.00	each
MISCELLANEOUS GEOTECHNICAL CHARGES		**UNIT RATE**	**UNIT**
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)		Cost	+ 15%
Drone Rental	$	150.00	day
Percussion Sampling Apparatus	$	450.00	day
Tripod Sampling Apparatus	$	1,800.00	day

* Based on standard turnaround times.
Rush tests are an additional 50%.

FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Oakland Unified School District Solar Initiative Projects

Effective: Through June 30, 2023

BASIS OF CHARGES	UNIT RATE	UNIT
Work Over 8 Hours per Day, or on Saturdays	Time and One-Half	
Work Over 12 Hours	Double Time	
Work on Sundays/Holidays	Double Time	
Swing or Graveyard Shift Premium	$ 15.00	hour
Work from 0 to 4 Hours (technician services only)	4-hour Minimum Billing	
Work from 4 to 6 Hours (technician services only)	6-hour Minimum Billing	
Work from 6 to 8 Hours (technician services only)	8-hour Minimum Billing	
Show-Up Time/ Cancellation Charge	2-hour Minimum Billing	
Sample Pick-Up	$ 125.00	hour
Trip Charge	$ 125.00	trip
Laboratory Testing - Rush Fee	Add 50% to Testing Cost	
Credit Card Payment Fee	2.5% Premium	
Reimbursables	Cost + 15%	
QA/QC Plan Written Procedures	Quotation on Request	
Travel Time (Portal to Portal)	Basic Hourly Rate	
Mileage (Alternative to hourly vehicle charge)	$ 0.80	mile
Per-diem, Including Lodging	$ 170.00	day

* Based on standard turnaround times.
Rush tests are an additional 50%.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2022

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
Willis Towers Watson Insurance Services West, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Steadfast Insurance Company	26387
INSURER B: Zurich American Insurance Company	16535
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Atlas Technical Consultants, Inc.
13215 Bee Cave Parkway, Building B, Suite 230
Austin, TX 78738

COVERAGES CERTIFICATE NUMBER: W26682847 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GPL 0217085-07	11/13/2022	11/13/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 0217109-07	11/13/2022	11/13/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SXS 0217077-07	11/13/2022	11/13/2023	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 0217111-07	11/13/2022	11/13/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Claims Made			GPL 0217085-07	11/13/2022	11/13/2023	Each Incident	$2,000,000
							Policy Aggregate	$6,000,000

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

The General Liability policy includes blanket Additional Insured and The General, Pollution and Professional Liabilities include a blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
SEE ATTACHED

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SR ID: 23329345 BATCH: 2742851

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT
ROUTING FORM

Project Information			
Project Name	Solar Initiative Various Sites-Acorn Woodland ES/Lockwood STEAM Academy & New Highland Academy additional MLK ES, The Center, Hoover ES, and Frick United Academy of Language Solar Initiative Various Sites	Site	Various

Basic Directions

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

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

Contractor Information

Contractor Name	Atlas Technical Consultants, LLC	Agency's Contact	Chris Phillips				
OUSD Vendor ID #	001171	Title	Sr. VP				
Street Address	534 23rd Avenue	City	Oakland	State	CA	Zip	94606
Telephone	925-314-7100	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	21118						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-9-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	10-31-2023

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	$32,032.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9864	Fund 21 Measure	210-9655-0-9864-8500-6289-182-9180-9906-9999-21118 (MLK ES) $8,008.00 210-9655-0-9864-8500-6289-991-9180-9906-9999-21118 (The Center) $8,008.00 210-9655-0-9864-8500-6289-170-9180-9906-9999-21118 (Hoover ES) $8,008.00 210-9655-0-9864-8500-6289-219-9180-9906-9999-21118 (Frick United Academy of Language) $8,008.00)	6289	$32,032.00

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Executive Director, Facilities Planning and Management			
	Signature K Chaf		Date Approved	3/14/23
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Lozano Smith, approved as to form		Date Approved	3/13/23
3.	Deputy Chief, Facilities Planning and Management			
	Signature K Chaf for T.N.		Date Approved	3/14/23
4.	Chief Financial Officer			
	Signature		Date Approved	
5.	President, Board of Education			
	Signature		Date Approved	

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	23-0062
Introduction Date	2-8-2023
Enactment Number	23-0258
Enactment Date	2/8/2023 os

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Division of Facilities Planning and Management

Board Meeting Date February 8, 2023

Subject Agreement for Engineering Services – Atlas Technical Consultants, LLC - Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project – Division of Facilities Planning and Management

---

Action Requested Approval by the Board of Education of an Agreement for Engineering Services by and between the District and Atlas Technical Consultants, LLC, Oakland, California, for the latter to provide geotechnical engineering and observation services to include design documents, sampling and laboratory testing, for the Solar Initiative Various Sites- Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project, in the not-to-exceed amount of $24,446.40, which includes a not-to-exceed amount of $2,222.40 for Additional Services, with work scheduled to commence on February 9, 2023, and scheduled to end August 31, 2023, pursuant to the Agreement.

Discussion Consultant will provide engineering services for the Solar Initiative Various Sites Acorn Woodland Elementary School/Lockwood STEAM Academy New Highland Academy Project. Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of an Agreement for Engineering Services by and between the District and Atlas Technical Consultants, LLC, Oakland, California, for the latter to provide geotechnical engineering and observation services to include design documents, sampling and laboratory testing, for the Solar Initiative Various Sites- Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project, in the not-to-exceed amount of $24,446.40, which includes a not-to-exceed amount of $2,222.40 for Additional Services, with work scheduled to commence on February 9, 2023, and scheduled to end August 31, 2023, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

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

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

Legislative File ID No. **23-0062**

Department: **Facilities Planning and Management**

Vendor Name: **Atlas Technical Consultants, LLC.**

Project Name: **Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy** **Project No.:** **21118**

Contract Term: Intended Start: **2-9-2023** Intended End: **8-31-2023**

Total Cost Over Contract Term: **$24,446.40**

Approved by:Tadashi Nakadegawa

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?

Atlas Technical Consultants, LLC. was chosen based on the RFP based on demonstrated competence, professional qualification, expertise, and experience with similar projects they completed in the past for the District.

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

Atlas Technical Consultants, LLC to provide geo-technical engineering services in accordance with Division of the State Architect requirements for providing field and laboratory testing services for the Solar Initiative Various Sites – Acorn Woodland Elementary School /Lockwood STEAM Academy & New Highland Academy 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?

Consultant has done and is currently working for the District. Based on expertise with this particular type of work, the District found that the Consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

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

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $99,100 or less (as of 1/1/22)

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

Purchasing Contract:

☐ Price is at or under bid threshold of $99,100 (as of 1/1/22)

☐ 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 $99,100 (as of 1/1/22)

☐ 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 is providing geotechnical engineering services associated with the Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project.

AGREEMENT

FOR

ENGINEERING SERVICES

BETWEEN

OAKLAND UNIFIED SCHOOL DISTRICT

AND

ATLAS TECHNICAL CONSULTANTS, LLC

FOR THE
SOLAR INITIATIVE VARIOUS SITES –
ACORN WOODLAND ELEMENTARY SCHOOL/LOCKWOOD STEAM ACADEMY &
NEW HIGHLAND ACADEMY

February 9, 2023

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

TABLE OF CONTENTS

AGREEMENT
FOR
ENGINEERING SERVICES

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

A. District proposes to undertake a project which
requires the services of a duly qualified and licensed engineer.

B. Engineer represents that Engineer is licensed to provide engineering services in the State of California and is specially qualified to provide the services required by the District.

C. The Parties have negotiated the terms under which Engineer will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

ARTICLE 1
DEFINITIONS

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

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

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

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

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

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

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

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

1.9 [Not Used.]

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

ARTICLE 2
RETENTION OF ENGINEER; STANDARD OF CARE

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

ARTICLE 3
DESCRIPTION OF PROJECT

3.1 The Project concerning which such engineering services shall be provided is described as:

Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project

ARTICLE 4
COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Engineer shall be compensated according to its hourly rate schedule (Section 4.8, below). Engineer's total compensation for its Basic Services shall not exceed TWENTY-TWO THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND NO/100 ($22,224.00), which is Engineer's estimate of the maximum total cost of its Basic Services on the Project, based on its December 7, 2022, fee estimate. However, Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for Additional Services if provided by Engineer under Article 6, and the total contingency compensation for Additional Services shall not exceed TWO THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS AND 40/100 ($2,222.40). However, Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 **Reimbursable Expenses**

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

4.3.2 Engineer shall be reimbursed by District for its Reimbursable Expenses on the Project. Engineer's total reimbursement for Reimbursable Expenses shall not exceed ZERO DOLLARS AND NO/100 ($0), which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above is TWENTY-FOUR THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS AND 40/100 ($24,446.40). For services satisfactorily performed, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by

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

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

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

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

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

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

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ENGINEER

5.1 General

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

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

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

5.2 Consultants

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

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

5.2.3 The Engineer shall procure a certified survey of the site if required for the Basic Services, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths.

All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

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

5.3 Performance of Services.

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

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

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

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

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

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

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

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

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

ARTICLE 6
ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER

6.1 "Additional Services" shall be provided by Engineer if authorized in writing by District. No additional compensation shall be paid to Engineer for performing these Additional Services unless the District and the Engineer agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement. Any work performed by Engineer without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

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

6.2.1 providing financial feasibility or other special studies;

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

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

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

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

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

ARTICLE 7
RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

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

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

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

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

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

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

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

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

ARTICLE 8
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

8.5 The Engineer's insurance policies shall contain a provision for thirty (30) days written notice

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

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

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

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

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

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

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

ARTICLE 9
WORKER'S COMPENSATION INSURANCE

9.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Engineer employs any engineer, expert, consultant or subcontractor which it did not intend to

employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

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

ARTICLE 10
ERRORS AND OMISSIONS INSURANCE

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

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

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

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

10.5 Engineer shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and

delivered in duplicate to the District for approval. Thereafter Engineer shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

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

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

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

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

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

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

ARTICLE 11
COMPLIANCE WITH LAWS

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

ARTICLE 12
TERMINATION OF AGREEMENT

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

in progress as of the date of termination.

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

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

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

12.3 **Miscellaneous Termination Provisions**

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

other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Engineer shall promptly make any such documents or materials available to the District upon request without additional compensation.

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

ARTICLE 13
ENGINEER AN INDEPENDENT CONTRACTOR

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

ARTICLE 14
[Not Used]

ARTICLE 15
OWNERSHIP OF DOCUMENTS

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

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

documents or reproducible copies of all such original documents, however stored, in the Engineer's files for a period of no less than fifteen (15) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

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

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

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

ARTICLE 17
ACCOUNTING RECORDS OF ENGINEER

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

ARTICLE 18
INDEMNITY

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

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

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

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

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

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Engineer and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Engineer's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Engineer shall be entitled to such indemnification only if each of the following conditions are met: (a) Engineer actually re-draws or completes such other designs or

contract documents; (b) Engineer complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Engineer with the previously prepared documents or materials; and (d) District expressly requests that the Engineer utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19
TIME SCHEDULE

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

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

ARTICLE 20
MISCELLANEOUS PROVISIONS

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

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

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

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Tadashi Nakadegawa, Deputy Chief

Engineer: Atlas Technical Consultants, LLC
534 23rd Street

Oakland, California, 94606
Attention: Corey Dare, Project Engineer

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

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

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

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

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

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

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

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

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

20.13 Engineer shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

20.14 The following forms, attached to the proposal, are incorporated into the contract:

- Roof project certification (if required; see Public Contract Code §3006).
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

* *

DISTRICT:
OUSD

2/9/2023

Mike Hutchinson, President, Board of Education — Date

2/9/2023

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

1/18/2023

Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management — Date

Approved As to Form

1/18/23

OUSD Facilities Legal Counsel — Date

ENGINEER:

Signature

Operations Manager
Northern California Geotechnical Group
Title

January 18, 2023
Date

Exhibit A

RATE SCHEDULE

2.6 | PROFESSIONAL FEES

FEE PROPOSAL

The following tables provide our estimated breakdown of the fees for this project, including a Time and Materials (T&M) budget for the Supplemental Engineering Review and Consultations phase for construction-phase services. We note that no project plans or construction schedule have been provided for our use in developing a construction budget, so our T&M estimates are based on our interpretation of probable foundation observation and soils testing services that may be required for the project.

In addition, per OUSD request, we have included a 10% contingency fee to our cost table presented below, included as a separate line item. The 10% contingency has been applied to all tasks and subtasks. Our services will be provided on a Time and Materials (T&M) basis, to be billed in accordance with our attached Fee Schedule located in the ***Appendix Section*** of this submittal.

ACORN WOODLAND ELEMENTARY SCHOOL
1025 81ST AVENUE, OAKLAND, CA 94621

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	$170.00	Hour	3	$510.00
Underground Utilities Backfill	Soil Technician	$115.00	Hour	16	$1,840.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	$155.00	Hour	16	$2,480.00
Vehicle and Gauge Charge	Soil Technician	$14.00	Hour	16	$224.00
Vehicle Charge	Engineer	$7.00	Hour	16	$112.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	$340.00	Each	1	$340.00
SUBTOTAL					**$5,506.00**
Office					
GEOR: Interim and Final DSA Reporting (Registered GE)	Senior Engineer	$190.00	Hour	4	$760.00
Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	$170.00	Hour	8	$1.360.00
Report Processing, DFR Management	Administrative	$85.00	Hour	2	$170.00
SUBTOTAL					**$2,290.00**
10% CONTINGENCY ALLOWANCE (PER RFP REQUEST)					**$779.60**
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					**$8,575.60**

LOCKWOOD STEAM ACADEMY
6701 INTERNATIONAL BOULEVARD, OAKLAND, CA 94621

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	$170.00	Hour	2	$340.00
Underground Utilities Backfill	Soil Technician	$115.00	Hour	12	$1,380.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	$155.00	Hour	16	$2,480.00
Vehicle and Gauge Charge	Soil Technician	$14.00	Hour	12	$168.00
Vehicle Charge	Engineer	$7.00	Hour	16	$112.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	$340.00	Each	1	$340.00
SUBTOTAL					**$4,820.00**
Office					
GEOR: Interim and Final DSA Reporting (Registered GE)	Senior Engineer	$190.00	Hour	4	$760.00
Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	$170.00	Hour	8	$1,360.00
Report Processing, DFR Management	Administrative	$85.00	Hour	2	$170.00
SUBTOTAL					**$2,290.00**
10% CONTINGENCY ALLOWANCE (PER RFP REQUEST)					**$728.00**
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					**$8,008.00**

NEW HIGHLAND ACADEMY
8521 A. STREET, OAKLAND, CA 94621

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	$170.00	Hour	3	$510.00
Underground Utilities Backfill	Soil Technician	$115.00	Hour	16	$1,840.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	$155.00	Hour	12	$1,860.00
Vehicle and Gauge Charge	Soil Technician	$14.00	Hour	16	$224.00
Vehicle Charge	Engineer	$7.00	Hour	12	$84.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	$340.00	Each	1	$340.00
SUBTOTAL					**$4,858.00**
Office					
GEOR: Interim and Final DSA Reporting (Registered GE)	Senior Engineer	$190.00	Hour	4	$760.00
Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	$170.00	Hour	8	$1,360.00
Report Processing, DFR Management	Administrative	$85.00	Hour	2	$170.00
SUBTOTAL					**$2,290.00**
10% CONTINGENCY ALLOWANCE (PER RFP REQUEST)					**$714.80**
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					**$7,862.80**

Exhibit B
PROJECT SCHEDULE

Contract Term:	Intended Start:	February 9, 2023
	Intendent End:	August 31, 2023

Exhibit C

SCOPE OF SERVICES

2.4 |SCOPE OF WORK

Scope of Work

Based on your requested scope of work as described in the RFP, we understand your requested services consist of providing geotechnical engineering services for the Solar Initiative Projects at the Acorn Woodland Elementary School, Lockwood STEAM Academy, and New Highland Academy. Specifically, our services would include geotechnical engineering and testing services during construction, as well as engineering review of plans and specifications. Construction-phase services would be provided in accordance with DSA requirements for providing field and laboratory testing services, including DSA LEA certification to perform the work through Atlas' LEA #311. Based on our review of the requested scope of work, we understand that geotechnical engineering firm Geotek has completed geotechnical and geohazards reports for the three schools, and that these reports appear to have been or will be accepted by the California Geological Survey prior to the commencement of work to be included in this project. Atlas accepts the conclusions and recommendations presented in these reports pertaining to foundation design of the solar facilities, and as such, no additional geotechnical study work prior to construction will be required (i.e., Items 2.3.6.2 through 2.3.6.5 per the RFQ/P are not necessary and are not proposed here). Our specific offered work scope is summarized below and is referred to by the corresponding RFQ/P Paragraph number.

2.3.6.1 REVIEW OF GEOTEK REPORTS

We will formally review the GeoTek reports supplied by the District as a part of the RFQ/P, with respect to the conclusions and recommendations, and expect to prepare and submit a DSA-109 form signifying Atlas' acceptance of these reports and assumption of Geotechnical Engineer of Record (GEOR) during the construction phase.

2.3.6.6 SUPPLEMENTAL ENGINEERING REVIEW/ CONSULTATIONS & MEETINGS

Consultation during design may could still be required to provide in- formation to other engineers or architects on the design team if the plans have not yet been officially approved. We will review if requested the geotechnical aspects of the project plans and calculations, as appropriate. We will also coordinate with the design team if we have any comments that need to be incorporated into the plans. We will prepare a letter confirming our review if such is required for DSA or other agency approvals. We will participate in client and design team meetings per your request. These services would be provided on a Time and Materials (T&M) basis.

2.3.6.7 CONSTRUCTION PHASE GEOTECHNICAL SERVICES

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

- Project Manager/Engineer attendance at construction site meetings and site visits for geotechnical consultations, as requested.
- Sampling and laboratory testing of subgrade and fill materials (native and import). Laboratory testing is anticipated to include maximum density/optimum moisture (Modified Proctor compaction) testing (ASTM Test Method D1557).
- Observation and compaction testing using a nuclear gauge (ASTM Test Method D7759) during any finish grading, and preparation of subgrade and base layers to confirm the project minimum compaction requirements are met.
- Staff Engineer to observe footing and/or pier excavations to confirm proper dimension, depth, cleaning and the nature of the supporting materials encountered in the excavations, per DSA requirements (if applicable).
- Observation and moisture/density testing using a nuclear gauge during slab-on-grade or flatwork subgrade preparation, as needed.
- Project coordination and engineer's review of Daily Field Reports (DFRs) prepared to document field observations and test results during construction.
- Prepare a Letter Report (optional) summarizing our observations and confirmation of suitable supporting foundation materials as well as DSA closeout form (DSA-293) at the completion of the project for submittal to the governing agency (signed by registered Geotechnical Engineer).

2.3.6.8 SCHEDULES

Construction services would be provided in accordance with the DSA Project Inspector's requests for service. For plan review and engineering matters, our engineers will respond to requests in a timely manner so as to not impact the design timeline or construction schedule.

2.5 | LITIGATION

Atlas Technical Consultants LLC (Atlas), has not had any litigations arising from a project in the past five (5) years.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2022

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
Willis Towers Watson Insurance Services West, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Steadfast Insurance Company	26387
INSURER B: Zurich American Insurance Company	16535
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Atlas Technical Consultants, Inc.
13215 Bee Cave Parkway, Building B, Suite 230
Austin, TX 78738

COVERAGES CERTIFICATE NUMBER: W26682847 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GPL 0217085-07	11/13/2022	11/13/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 0217109-07	11/13/2022	11/13/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SXS 0217077-07	11/13/2022	11/13/2023	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 0217111-07	11/13/2022	11/13/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Claims Made			GPL 0217085-07	11/13/2022	11/13/2023	Each Incident	$2,000,000
							Policy Aggregate	$6,000,000

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

The General Liability policy includes blanket Additional Insured and The General, Pollution and Professional Liabilities include a blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
SEE ATTACHED

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SR ID: 23329345 BATCH: 2742851

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Solar Initiative Various Sites-Acorn Woodland ES/Lockwood STEAM Academy & New Highland Academy	**Site**	918

Basic Directions

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

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

Contractor Information

Contractor Name	Atlas Technical Consultants, LLC	Agency's Contact	Chris Phillips				
OUSD Vendor ID #	001171	Title	Sr. VP				
Street Address	534 23rd Avenue	City	Oakland	State	CA	Zip	94606
Telephone	925-314-7100	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	21118						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-9-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-31-2023
		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)	$24,446.40
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9864	**Fund 21 Measure Y**	**210-9655-0-9864-8500-6265-918-9180-9906-9999-21118**	**6264**	**$24,446.40**

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone** 510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning and Management			
	Signature	Date Approved		
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, approved as to form	Date Approved	1/18/23	
3.	**Deputy Chief, Facilities Planning and Management**			
	Signature	Date Approved		
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT