

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26-1310
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	



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

## Memo

**To** Board of Education

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

**Board Meeting Date** June 24, 2026

**Subject** Master Agreement for General Services - Langan CA, Inc.- Environmental Site Assessment Consulting Services at Various School Sites– Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of a **Master Agreement for General Services** by and between the **District and Langan CA, Inc., Oakland, CA**, for the latter to provide environmental site assessment consulting services at various school sites, in the not-to-exceed amount of \$0. The agreement shall commence on June 25, 2026, with an anticipated end date of June 30, 2028.

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

**LBP (Local Business Participation Percentage)** 100%

**Recommendation** Approval by the Board of Education of a Master Agreement for General Services by and between the District and Langan CA, Inc., Oakland, CA, for the latter to provide environmental site assessment consulting services at various school sites, in the not-to-exceed amount of \$0. The agreement shall commence on June 25, 2026, with an anticipated end date of June 30, 2028.

**Fiscal Impact** All Capital Funds:

- 01 ESSER;
- 14 Deferred Maintenance
- 21 Building Fund
- 25 Capital Facilities
- 35 County Schools Facilities
- 40 Special Reserve for Capital Outlay Projects

**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.** 26-1310

**Department:** Facilities, Planning, & Management

**Vendor Name:** Langan CA, Inc.

**Project Name:** Environmental Site Assessment Consulting Services at Various School Sites **Project No.:** 25120

**Contract Term:** Intended Start: June 25, 2026 Intended End: June 30, 2028

**Total Cost Over Contract Term:** \$0.00

**Approved by:** Preston Thomas

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

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

Consultant was selected through the formal RFP/RFQ process.

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

Provide environmental site assessment consulting services at various school sites

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/26)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$119,100 or less (as of 1/1/26)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

- 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.)

**OAKLAND UNIFIED SCHOOL DISTRICT  
MASTER AGREEMENT FOR GENERAL SERVICES**

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This Master Agreement for General Services (“Agreement”) is made and entered into effective **June 25, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Langan CA, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide environmental site assessment consulting services for the District from time to time pursuant to written project assignments executed by the Parties substantially in the form attached hereto as **Exhibit A** (each, a “Project Assignment”). Each Project Assignment shall identify the applicable services to be performed by Contractor (the “Services”), the applicable compensation, schedule, deliverables, and any project specific requirements. Contractor shall perform the Services (a) in accordance with the terms and subject to the conditions set out in the Project Assignment and this Agreement; (b) using personnel of required skills, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Contractor’s field; and (e) to the reasonable satisfaction of the District. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to prevent the District from itself performing services or from acquiring services from other providers that are similar to or identical to the Services. The Services are to be provided for any project described in an executed Project Assignment amendment (“Project”). This Agreement may be amended from time to time to include additional Services.

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

3. **Term.** The term of this Agreement shall begin on **June 25, 2026**, and shall end on **June 30, 2028**, (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. District may extend the Term for up to three (3) additional one-year periods by providing written notice to Contractor. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

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

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

5. **Payment of Fees for Services.** In consideration of the Services to be performed under this Agreement, District shall pay Contractor for Services satisfactorily rendered pursuant to this Agreement in the amounts stated in any executed Project Assignment. Unless otherwise indicated in a Project Assignment, the Fees shall be payable in monthly installments. Contractor shall provide monthly invoice of the Fees to District for Services rendered accompanied by documentation reasonably requested by District evidencing all charges, and District shall pay the undisputed amounts of such invoices within sixty (60) days of receipt of the invoice. Contractor shall not submit its invoices to District more frequently than monthly. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

The Fees shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Contractor and/or District under this Agreement, and in no event shall District be required to pay any additional amount to Contractor in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Contractor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5.1 **Reimbursement for Certain Expenses.** Expenses will not be charged for Contractor's performance of these Services, with the exception of any listed in any executed Project Assignment.

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

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

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

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

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

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

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

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

12. **Reserved.**

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

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

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

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

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

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

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

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

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

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

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

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

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

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this

Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

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

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

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

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

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

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

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any

third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

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

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

36. **Reserved.**

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

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

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

Address for District Notices:

Address for Contractor Notices:

Oakland Unified School District 955 High Street Oakland, CA 94601 Attn: Preston Thomas	Langan CA, Inc. 1330 Broadway, Suite 428 Oakland, CA 94612 Attn: Peter J. Cusack
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**DISTRICT:**

Oakland Unified School District


\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Denise Saddler, Interim Superintendent & Secretary  
of the Board of Education


  
[Preston Thomas \(May 25, 2026 17:46:04 PDT\)](#)  
Preston Thomas, Chief Systems & Services Officer

**CONTRACTOR:**

Langan CA, Inc.

By:   
Name: Peter J. Casmark  
Title: Associate Principal  
Date: 20 May 2026

**Approval as to form:**

  
\_\_\_\_\_  
James Traber, Esq.  
Facilities Counsel

Date: 5/25/2026

**EXHIBIT A**

**FORM OF AMENDMENT FOR PROJECT ASSIGNMENT**

Pursuant to the Master Agreement for General Services (“Master Agreement”) between the Oakland Unified School District (“District”) and [REDACTED] (“Contractor”) effective [REDACTED], 20 [REDACTED] (“Agreement”), the District and Contractor agree to amend the Master Agreement to add services for the [REDACTED] project (the “Project”).

1. **Services.** The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. Contractor shall perform the services selected under Section 1(a) for the Project in accordance with the terms and conditions of the Agreement and this Project Assignment (the “Services”) and as further described in Contractor’s proposal attached hereto and incorporated herein as *Exhibit 1*. The Services shall include all labor, materials, supervision, equipment, and incidentals necessary to fully and properly perform the Services, and shall be completed (a) in accordance with the terms of this Agreement; (b) with the degree of skill, care, and diligence normally exercised by professionals in the same field; and (c) to the reasonable satisfaction of the District. The District retains the right to self-perform or to contract with others for services similar or identical to those provided under this Agreement. Any terms and conditions contained in Contractor’s proposal, other than those defining the scope of work and price, shall be of no force and effect.

- a. **Scope of Services.** The intent of anticipated investigations is to explore and characterize surface and shallow subsurface soil conditions to portions of sites with proposed site improvements. Investigations shall address excavation and soil disposal in addition to protection of site users.

**FIELD EXPLORATION**

- Investigation preparation shall include but not limited to obtaining utility clearance, preparing a site health and safety plan, and permitting.
  - All boring locations shall be cleared for subsurface utilities prior to beginning any work at the site through notification of the Underground Services Alert (USA) system and verification by an underground utility locator.
  - A site health and safety plan shall be prepared in accordance with OSHA standards for hazardous waste operations (29 CFR 1910.120).
  - Permit and authorization to perform site work shall be obtained from the Alameda County Public Works Agency for boring depths, if required, greater than 5 feet.
  - During drilling, the Contractor shall monitor for volatile organic compounds (VOCs) in both the breathing zone and for individual soil samples. Contractor shall establish background levels before drilling and continuously monitor for potential VOCs in the air space around the drilling operations.
- Boring locations shall be navigated to and recorded to GPS coordinates.
- Soil testing will be performed at locations as identified by the design team, most appropriate to the program area. Soil borings shall be advanced to a total depth of 5 feet below the ground surface (unless otherwise requested by District) and soil samples shall be collected at depths of

1-foot and 5-feet.

- The soil borings shall be visually logged in general accordance with the Unified Soil Classification System (USGS) under the supervision of a Professional Geologist. Soil samples shall be collected in acetate liners, sealed, labelled and transported to an analytical laboratory under chain-of-custody procedures. All borings shall be backfilled using cement grout in accordance with Alameda County drilling permit requirements.
- Contractor shall provide separate fees based the soil sampling completed during normal business hours and during weekend hours.
- To account for the event that the Contractor encounters groundwater in any of the borings, firm shall provide fee for additional services in the proposal to collect and test samples.

#### SOIL TESTING

- Soil sample(s) shall be tested for pollutants, contaminants, and waste characterization. The results of such tests will be presented in a brief memorandum. If test results exceed the allowable threshold, additional scope will be required to determine next steps, including horizontal and vertical extents of contamination.
- Produce waste profiling scenarios accepted by landfills should results warrant it. Soil samples delivered to an analytical laboratory under a signed chain of custody sheet and the uppermost (0-foot) samples shall be analyzed for the following tests.
- Analytical methods include:
  - Discreet sampling shall be performed.
  - CAM 17 Metals by method 6010; CAM 17 Metals includes the following: Antimony (Sb), Arsenic (As), Barium (Ba), Beryllium (Be), Cadmium (Cd), Chromium (Cr), Cobalt (Co), Copper (Cu), Lead (Pb), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Thallium (Tl), Vanadium (V), and Zinc (Zn).
  - Total petroleum hydrocarbons as gasoline, diesel, and motor oil by method 8015;
  - VOCs by 8260;
  - SVOCs by 8270;
  - PCBs by 8082;
  - Organochlorine pesticides by 8081,
  - Asbestos by CARB 435; and
  - Additional waste criteria (STLC/TCLP), as needed.
- Samples will be analyzed on a standard turnaround time. Upon receipt of the initial analytical results, select samples shall be re-analyzed for leachability testing and select 5-foot samples shall be analyzed for individual metal concentrations based on hazardous waste screening criteria published by the Environmental Protection Agency (EPA).

#### GROUNDWATER TESTING

- Groundwater sampling and analysis for vapor intrusion evaluation with 1-foot samples.
- Groundwater analytical testing for the following:
  - TPHg, TPHd, and TPHmo by EPA Method 8015M
  - VOCs by EPA Method 8260B
  - SVOCs by EPA Method 8270C
  - Total CAM 17 metals by EPA Method E200.8

ANALYTICAL RESULTS AND REPORTING

- Comparison of analytical results to Federal and California State Hazardous Waste Criteria to determine if trigger concentrations indicate exceedances per Federal Toxicity Characteristics Leaching Procedure (TCLP), California State Total Threshold Limit Concentration (TTL) or Soluble Threshold Limit Concentration (STLC).
- Hazardous/non-hazardous waste characterization analysis.
- Environmental Screening Level comparison and evaluation for Residential Shallow Soil Exposure as published by the San Francisco Bay Regional Water Quality Control Board.
- Preparation of memoranda, reports, conclusions, and recommendations.

DTSC VOLUNTARY SITE MITIGATION PROGRAM SUPPORT

- Contractor shall advise and assist the District with Department of Toxic Substances (DTSC) requirements including but not limited to the Voluntary Cleanup Program procedures, the Preliminary Endangerment Assessment (PEA) Review Process, the Environmental Oversight Agreement (EOA) and public notices of the PEA field work.

OTHER SERVICES

Additional Services specifically described below and approved by the Parties:

[Insert any additional Services...]

2. **Compensation and Fee Schedule**

For Services satisfactorily performed, and based on invoices properly documented and submitted, Contractor shall be compensated in an amount not to exceed \_\_\_\_\_ **Dollars and** \_\_\_/100 (**\$** \_\_\_\_\_), which represents Contractor's estimate of the maximum total cost of Services for the Project, based on its fee stated in its proposal as shown in *Exhibit 1*. If contractor's proposal includes hourly rates it shall bill at such rates against the total not to exceed amount. The foregoing not to exceed amount shall, if noted in the proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District's consent if Contractor demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project's completion date requiring extended services. Any unused contingency amount shall be retained by the District.

**Reimbursables.** Contractor's total reimbursement for reimbursable expenses shall not exceed the amount indicated on Contractor's proposal which is Contractor's estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

3. This Project Assignment, together with the Agreement and incorporated documents expressly identified herein, constitutes the entire agreement of the Parties relating to the Project described herein.

**[Signatures on following page]**

**DISTRICT:**

Oakland Unified School District

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Denise Saddler, Interim Superintendent & Secretary  
of the Board of Education

\_\_\_\_\_  
Preston Thomas, Chief Systems & Services Officer

**Approval as to form:**

\_\_\_\_\_  
James Traber, Esq.  
Facilities Counsel

**CONTRACTOR:**

LANGAN CA, INC.

By: Peter J. Casnak  
Name: PETER J. CASNAK  
Title: ASSOCIATE PRINCIPAL  
Date: 20 MAY 2026

**EXHIBIT B**

**Fingerprinting Notice and Acknowledgement Form**

## EXHIBIT B

### FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

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

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

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

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

Dated: 04/30/2026

Name: Pete Frederick

Signature: 

Title: Associate Principal

**EXHIBIT B - ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**


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

Entity Name: Langan CA, Inc.  
Date of Entity’s Contract with District: April 30, 2026  
Scope of Entity’s Contract with District: Hazardous Material Abatement Consulting Services at Various School Sites

I, Pete Frederick [insert name], am the Associate Principal [insert “owner” or officer title] for Langan CA, Inc. [insert name of business entity] (“Entity”), which entered a contract on April 30, 2026, with the District for Hazardous Material Abatement Consulting Services at Various School Sites

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

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

Date: April 30, 2026                      Signature:   
Typed Name: Pete Frederick  
Title: Associate Principal  
Entity: Langan CA, Inc.

QUALIFICATIONS

# Environmental Consulting Services

**Response to OUSD RFQ for Environmental Site Assessment  
Consulting Services for Soil Characterization Investigations  
at Various School Sites**



# Table of Contents

- 1 Letter of Interest
- 2 Executive Summary
- 3 Litigation
- 4 Professional Fees
- 5 Insurance
- 6 Appendix: Fees and Insurance



April 30, 2026

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

**Re: Letter of Interest – Environmental Site Assessment Consulting  
Services for Soil Characterisation Investigations at Various School  
Sites, Project #25120**

Dear Mr. Thomas,

Langan CA, Inc. is pleased to submit this Letter of Interest and accompanying Statement of Qualifications in response to the Oakland Unified School District's Request for Qualifications for Environmental Site Assessment Consulting Services for Soil Characterization Investigations at Various School Sites (Project #25120).

Langan provides an integrated mix of engineering and environmental consulting services in support of land development projects, corporate real estate portfolios, and the energy industry. Founded in 1970, Langan employs over 2,000 professionals across more than 56 offices throughout the United States, including an established office in Oakland, California. Langan's Oakland office positions the team to respond promptly to the District's needs across its various school sites.

Langan brings direct, hands-on experience working with the Oakland Unified School District. The team delivered environmental and geotechnical engineering services for schoolyard improvements at 21-plus OUSD sites, assessing possible soil contamination from past site activities and nearby off-site operations. Most recently, Langan provided environmental site assessment services for seven OUSD school sites, including shallow soil sampling for laboratory analysis with conclusions and recommendations, as well as environmental asphalt sampling and additional sampling focused on lead, arsenic, and asbestos dust mitigation at multiple schools. The Langan team assigned to this engagement includes Peter Cusack, who brings 38 years of experience managing hazardous waste characterization and remediation projects throughout the Bay Area; Mukta Patil, with 18 years of experience in environmental engineering including vapor intrusion investigation and soil and groundwater assessment; and Daniel Wood, a California-licensed Professional Geologist with nine years of experience in soil, air, and water sampling and remediation plan development. This team's deep familiarity with OUSD sites, Alameda County permitting processes, and California regulatory requirements makes Langan a strong fit for the District's soil characterization needs.

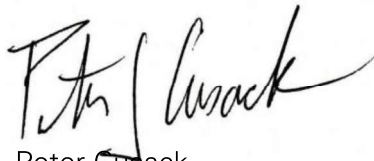
Langan has developed a robust conflict resolution program to identify, evaluate, and avoid or mitigate actual or perceived conflicts of interest between Langan and its clients.

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

Langan declares 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 will any such person be employed in the performance of any contract(s) without immediate divulgence of this fact to the District.

Langan looks forward to the opportunity to support the Oakland Unified School District for these services. Questions regarding this submission may be directed to Peter Cusack at Langan's Oakland office.

Sincerely,  
**Langan CA, Inc.**



Peter Cusack  
Associate Principal



Mukta Patel  
Associate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2026

7/29/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> 1494138 LANGAN CA, INC. 135 MAIN STREET, SUITE 1500 SAN FRANCISCO, CA 94105 Mukta Patil	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Fire Insurance Co of Hartford		20478
	<b>INSURER B:</b> The Continental Insurance Company		35289
	<b>INSURER C:</b> The Continental Ins Co of New Jersey		42625
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 20867888      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7014708217	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6016359856	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6016359842 (AOS) 6016359873 (CA) 6057485432 (NY)	8/1/2025 8/1/2025 8/1/2025	8/1/2026 8/1/2026 8/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>PROF LIAB INCL. POLL LIAB</b>	N	N	AEH591971277.	8/1/2025	8/1/2026	\$1,000,000 PER CLAIM/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: LANGAN PROJECT #750695300. OAKLAND UNIFIED SCHOOL DISTRICT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER.

**CERTIFICATE HOLDER****CANCELLATION**

**20867888**  
 OAKLAND UNIFIED SCHOOL DISTRICT  
 955 HIGH STREET  
 OAKLAND CA 94601

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

AUTHORIZED REPRESENTATIVE

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# Corporate Summary

## Presence in California

**Integrated Solutions. Measurable Value.**

Langan provides an integrated mix of site civil, geotechnical, and environmental engineering and consulting services in support of municipal agencies, land development projects, corporate real estate portfolios, energy industry, and various other sectors. Our clients include Bay Area municipal agencies, developers, property owners, private corporations, institutions, and energy companies around the world. Our professionals include engineers, scientists, landscape architects, planners, and technical specialists. Using sound principles and proven concepts, while continually advancing our technology and promoting continual education within our field's expertise; our professionals are skilled problem solvers who strive to deliver a high level of quality on each and every project. Langan is listed among the "Top 10 Environmental and Geotechnical Firms" by ENR California.



**200+**  
employees in  
state



**56**  
years in  
business



**Full-Service**  
land development  
firm

## Key Services

- Environmental Engineering
- Regulated Building Materials Inspections
- Asbestos, Lead Paint, Indoor Air Quality/Mold Consulting
- Site/Civil Engineering
- Geotechnical Engineering
- Earthquake/Seismic
- Geology
- Foundation Design
- Surveying
- 3D Laser Scanning
- Building Information Modeling (BIM)
- Natural Resources Assessments & Permitting
- Stormwater & Spill Control Compliance
- Landscape Architecture + Planning
- GIS/Data Management Services
- Litigation Support/Expert Witness
- EHS Management & Compliance

## Highly Recognized Throughout the Industry



# Qualifications and Experience

Langan CA, Inc. (Langan) is a C-Corporation founded in 1970 that provides an integrated mix of geotechnical, site/ civil engineering, environmental consulting, surveying, and landscape architecture services in support of a broad range of public and private clients (environmental discipline summary is included in Appendix). Langan's team includes California licensed professional engineers and geologists, who will sign and seal technical reports. The bulk of services solicited will be performed from our Oakland office.

**Peter Cusack, Associate Principal**, will serve as Principal-in-Charge and the main point of contact. He brings more than 38 years of experience managing and implementing hazardous waste characterization and remediation projects, including extensive regulatory agency interaction throughout the Bay Area. **Mukta Patil, PE, Associate**, offers more than 18 years of experience in environmental engineering, managing projects involving Phase I and Phase II investigations, soil and groundwater investigation, and vapor intrusion investigation and mitigation. **Daniel Wood, PG, Project Geologist**, has more than seven years of experience conducting soil, air, and water sampling, and developing soil and groundwater management and remediation plans. The team's deep familiarity with OUSD sites, Alameda County permitting processes, and California regulatory requirements makes Langan a strong fit for environmental soil characterization needs.

*Field staff will be assigned to this project from our Oakland office. Our field engineers have 100% future availability for this project.*

• **Federal Tax ID:** 92-3251943

• **CA State License:** 5595125

## Ownership and Senior Officials

- David Gockel, President & Chief Executive Officer (Owner)
- Lori Adams Simpson, Vice President (Owner)
- Donald J. Hodson, Vice President (Owner)
- Satyendu S. R. Yadavalli, Chief Financial Officer & Treasurer (Owner)
- Diane Fiorelli, Vice President (Owner)
- Michael Golias, Vice President (Owner)
- Eric Vervoordt, Chief Operating Officer and Secretary (Owner)
- Andrew Turner, Vice President (Non-Owner)

## Schedule Management Procedures

Our firm has a documented history of working with school districts and public agencies in California, maintaining strong relationships with regulatory bodies to promote smooth project approvals and adherence to selected standards. Peter Cusack, the Principal-in-Charge, will manage services and serve as the team's primary contact. His time will be effectively committed to the contract, supported by local staff for rapid responses and environmental professionals for quality review. Peter Cusack will monitor contract administration to meet some County and reporting needs.

Langan's project management systems support budget and schedule management. Budgets are prepared based on project needs, subconsultant fee estimates, and experience. Project

scope, schedules, and costs are tracked weekly to keep projects moving forward. Monthly invoices provide a summary of work and costs against budgets for effective financial management. The environmental team has considerable experience with demanding project timelines for investigations, developing schedules with the project team to make sure deadlines are realistic and effective. Leveraging combined geotechnical and environmental services, Langan promotes coordinated fieldwork, shared subsurface samples, and unified project management, which minimizes redundant mobilizations and optimizes drilling and sampling efforts, contributing to efficient schedule delivery.

## **Firm's Philosophy and Management Approach**

Our mission is to contribute to client success by providing a strong combination of technical excellence, practical experience, and responsiveness. The team understands that successful projects recommend flexibility, rapid response, dedicated staff, and documented experience in as defined in scope work assignments. Langan promotes effective communication through various channels to keep projects moving forward. The team brings this approach to OUSD and has a documented track record of collaborating effectively with various cities and regulatory agencies.

Langan's project approach includes collaborative workflow, quality checks, schedule management, and communication. Some deliverables undergo internal peer review to make sure clarity and compliance with applicable selected standards. The team will align deliverables with milestones and respond soon to agency timelines and feedback. They provide clear documentation and proactive updates to some stakeholders, promoting transparency. The firm's multidisciplinary culture integrates services, helping staff become skilled project managers. This approach supports leading-edge, focused, streamlined investigations and risk-based remediation, aiming for cost-effective site closures and addressing potential soil and groundwater contamination.

## **Directly Relevant OUSD Experience**

Our team brings direct, demonstrated experience working with the Oakland Unified School District. Langan has provided environmental and geotechnical engineering services for schoolyard improvements at over 21 OUSD sites, including soil characterization, sample collection, laboratory analysis, and recommendations based on analytical results. For the Living Schoolyards program at 14 OUSD sites, the team submitted 28 reports — 14 geotechnical and 14 environmental — on time and on budget, demonstrating the firm's capacity for multi-site program delivery within a public school context.



# PETER CUSACK

## Associate Principal Environmental Engineering

### Education

- Bachelor of Technology, Civil Engineering  
Rochester Institute of Technology

### Professional Registration

- Registered Environmental Assessor
- 40-Hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- C4 HAZWOPER Supervisor
- First Aid and CPR
- Contractor State License #979216, Class A, HAZ

### Affiliations

- National Ground Water Association, 1992–Present

Mr. Cusack has 38 years of experience managing and implementing hazardous waste characterization and remediation projects. His experience includes pre-acquisition site assessments, site investigations, removal of underground storage tanks, Phase II investigations, soil, soil vapor, and groundwater sampling and remediation, development of soil management plans, aquifer pumping tests, contractor oversight, and field inspection for numerous construction projects and preparation of site closure reports. His work is often done in coordination with our geotechnical practice. He has extensive experience in site investigations and regulatory agency interaction prior to, and during, new construction/development.

### Selected Projects

- Oakland USD, Living Schoolyards (14 Sites), Oakland, CA
- Oakland USD, ESC (Seven Sites), Oakland, CA
- San Francisco USD, Mission Bay School, San Francisco, CA
- San Francisco USD, Tenderloin Elementary School, San Francisco, CA
- Children's Day School, San Francisco, CA
- National Center for International Schools, San Francisco, CA
- UCSF Mission Bay Campus, San Francisco, CA
- University of San Francisco, Malloy Hall, San Francisco, CA
- Campus Community Center, Building 21B, Mission Bay, San Francisco, CA
- Hastings College of Law Property, San Francisco, CA
- San Jose Evergreen Community College District, South Campus Development & Automotive Tech Building, San Jose, CA
- Brooklyn Basin Parcels A and F, MidPen Housing Corp, Oakland, CA
- Environmental Site Assessments, Various Sites, Bay Area, CA
- Over 175 Soil, Soil Vapor, Groundwater Investigations, Various Site, Bay Area, CA
- Santa Clara County Family Courthouse, San Jose, CA
- City of San Pablo, Phase I & II Environmental Site Assessments, San Pablo, CA
- Mission Bay Block 6 West | Mercy Housing, San Francisco, CA
- Brannan Square, 200 Brannan Street, San Francisco, CA
- 5M Development, San Francisco, CA
- Radiance at Mission Bay (Buildings 10 & 10A), San Francisco, CA
- Oceanwide Center, Office and Residential High-Rise, San Francisco, CA
- Transbay Block 6, Mixed-Use Residential/Retail High-Rise, San Francisco, CA
- Modera San Pedro Square, Infill Mixed-Use Development, San Jose, CA
- New Transbay Transit Center, San Francisco, CA



# MUKTA PATIL

PE

## Associate Environmental Engineering

### Education

- M.S., Environmental Engineering, San Diego State University
- B.E., Chemical Engineering, Visvesvaraya Technological University India

### Professional Registration

- Professional Engineer (PE) in CA

### Affiliations

- International Technology & Regulatory Council (ITRC)
- American Water Works Association
- Indian Institute of Chemical Engineers

### CERTIFICATIONS

- 8-hour Annual Refresher OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) (29 CFR 1910.120), February 2011 (renewed annually)
- 40-hour OSHA HAZWOPER
- (29 CFR 1910.120), June 2008
- Adult First Aid/CPR/AED

Ms. Patil has over 15 years of experience in environmental engineering. Her previous experience is in working and managing projects involving Phase I, Phase II Investigations, Soil and Groundwater Investigation, Vapor Intrusion Investigation and Mitigation, Pump and Treat, Bioremediation, Environmental Impact Studies, Soil Excavation, Property Overview Assessments, Transaction Screens and Project Management. She has demonstrated expertise in handling of environmental issues, waste disposal assessment, oil and chemical cleanup, vapor mitigation design and other remediation issues in a cost-effective manner. She also has research experience and is adept at laboratory techniques and analytical methods of analysis of most environmental pollutants.

### Selected Projects

- Oakland USD, Living Schoolyards (14 Sites), Oakland, CA
- Oakland USD, ESC (Seven Sites), Oakland, CA
- San Francisco USD, Mission Bay School, San Francisco, CA
- Block 6E, Mission Bay (1300 Fourth Street), TNDC, San Francisco, CA
- Block 6W, Mission Bay, Mercy Housing, San Francisco, CA
- 2060 Folsom Street, Chinatown Community Development Center (CCDC) & Mission Economic Development Agency (MEDA), San Francisco, CA
- Soil and Soil Vapor Investigation for Life Sciences Building Construction, South San Francisco, CA
- Groundwater Monitoring & Sampling, Presidio of San Francisco, CA
- Site Characterizations, Bay Area, CA
- Phase I and II Environmental Site Assessments, Various Sites, CA
- Vapor Intrusion Assessments, Various Sites, CA
- Intuit Marine Way, Mountain View, CA
- Methane / Vapor Mitigation System Design, Various Sites, CA
- 1178 Sonora Court, MidPen Housing Corp, Sunnyvale, CA
- 707 Bradford Street, MidPen Housing Corp, San Mateo, CA
- Foundry31 / Marchant Corporation Site, Berkeley, CA
- Gateway of Pacific, South San Francisco, CA
- Former Industrial Site Closure, Oakland, CA
- Veterans Affairs, Palo Alto, CA
- Groundwater Monitoring & Sampling, Presidio of San Francisco, CA
- Human Health Risk Assessment (Superfund Site), Sunnyvale, CA
- Former Fairchild Site, 4001 Miranda Avenue, Palo Alto, CA
- Microsoft Campus Improvements, Mountain View, CA
- Texas Instruments, Santa Clara, CA



# DANIEL L. WOOD

PG

## Project Geologist Environmental Engineering & Project Management

### Education

- M.S., Geology  
Kent State University
- B.S., Geology  
University of South Florida
- Associate of Arts  
Seminole State College

### Professional Registration

- Professional Geologist (PG)  
in CA

### Software Training

- Sigma Plot, Geochemist  
Workbench, 3Ds Max,  
AutoCad (Basic)

### CERTIFICATIONS

- 40 Hour OSHA Hazardous  
Waste Operations and  
Emergency Response  
(HAZWOPER) (29 CFR  
1910.120)

Wood performs Phase I and Phase II site assessments and develops and implements site specific soil and groundwater management and remediation plans. Over the past seven years at Langan he has refined his knowledge of Bay Area geology, honed his field sampling skillsets, gained experience with construction oversight roles, and built his knowledge base of environmental regulation compliance and the development and implementation of remediation plans, and is beginning to sharpen his project management skill sets. He has experience with sampling of soil, air, and water; data and sample collection from both vapor mitigation and water treatment systems; vapor barrier repair inspection; and NPDES permit compliance and reporting. Specifically, Mr. Wood has been involved in long-term projects covering the characterization and safe excavation of naturally occurring asbestos in South San Francisco, operation and maintenance of vapor mitigation systems in South San Francisco and Santa Clara, data and sample collection and regulatory compliance for a water treatment systems in Mountain View and Berkeley. Additionally, Mr. Wood has experience in the site assessment and remediation of land and waters impacted by acid mine drainage and coal mining.

### Selected Projects

- Oakland Unified School District (OUSD)  
– Soil Sampling and Evaluation –  
Living Schoolyards Planning Project,  
Seven Schools Project, Joaquin Miller  
Elementary Asbestos Dust Mitigation  
Plan Project, Oakland, CA
- Woodside Priory School, Portola Valley,  
CA
- Parcel A & F, Brooklyn Basin  
Development, Oakland, CA
- 5M Project, Environmental Services, San  
Francisco, CA
- 600 7th & Brannan, San Francisco, CA
- 6815 San Leandro – Contaminant soil  
sampling and excavation oversight,  
Oakland, CA
- Hunters Point Block 56 – Environmental  
Site Characterization, San Francisco CA
- Pointe Grand – Soil and Groundwater  
Mitigation Plan, South San Francisco  
CA
- Intuit Bayshore Building –Long-Term  
Verification Monitoring and Reporting,  
Mountain View, CA
- City Place – Landfill Closed  
Displacement Test Pile Groundwater  
Monitoring, Condensate Trap Sampling,  
Santa Clara, CA
- Gateway of Pacific Phases 1, 2, and  
3 - Asbestos Dust Mitigation Plan  
Implementation and Environmental  
Oversight, South San Francisco, CA
- Block 16 UCSF Mission Bay, San  
Francisco, CA
- Related Santa Clara (Phases 2, 3 & 4),  
Santa Clara, CA

### 3. Project Experience



## Oakland Unified School District 21+ Sites

### Oakland, California

Langan is providing environmental and geotechnical engineering services for schoolyard improvements at 21 sites within the District. The schoolyard improvements will include outdoor classrooms, picnic areas, vegetated landscapes, pollinator gardens, nature-based play structures, raised beds for edible food gardens, sport courts, and stormwater management improvements. Our team assessed the potential of soil contamination resulting from past site activities and nearby off-site operations. Some of the schools include:

- Bella Vista Elementary School
- Brookfield Elementary School
- Dewey Academy
- Elmhurst Middle School
- Frick Middle School
- Horace Mann Elementary School
- Lockwood STEAM Academy
- Piedmont Avenue Elementary School
- West Oakland Middle School
- East Oakland Pride Elementary School

**Contact:** OUSD; Megan Allegretti, Director of Program Improvement; 415.830.2117; [megan.allegretti@ousd.org](mailto:megan.allegretti@ousd.org)  
Brailsford & Dunlavey, Inc.; Kyle Brower, Senior Project Manager; 510.459.1809; [kbrower@bdconnect.com](mailto:kbrower@bdconnect.com)

**Langan Personnel:** Peter Cusack, Mukta Patil, Daniel Wood  
**Construction Cost:** \$1,500,000 per site



## Children's Day School

### San Francisco, California

Children's Day School preschool at 333 Dolores Street in San Francisco constructed a new 8,500 SF single-story building next to the school's existing three-story building. The new building replaced three temporary portable classrooms and houses new classrooms and administration space. The project also included a 1,300 SF storm water infiltration area with permeable surfaces, greenery, and softscape as well as improvements to the schoolyard. Langan conducted a Phase I Environmental Site Assessment (ESA) and a limited Environmental Site Characterization (ESC) to evaluate the environmental quality of the soil and soil vapor beneath the site in accordance with the requirements of Article 22A, and characterize the soil for the potential presence of hazardous materials such as metals, volatile organic compounds (VOCs), and petroleum hydrocarbons.

**Contact:** Children's Day School; Shelly Luke Wille, Head of School; 415.861.5432; [shelly@cds-sf.org](mailto:shelly@cds-sf.org)

**Langan Personnel:** Peter Cusack

**Construction Cost:** \$7,500,000



## San Francisco Unified School District 60+ Sites

### San Francisco, California

Langan performed the geotechnical investigation, seismic study, and geologic hazard evaluation on an as-needed basis for improvements at over 60 schools of the San Francisco Unified School District. The improvements included new elevators and lobby areas, classroom additions, ramps, retaining walls, modular classrooms, and pavement areas. We also provided services during construction for the improvements. Some of the schools include:

- Abraham Lincoln High School
- Buena Vista Elementary School
- Clarendon Elementary School
- Daniel Webster Elementary School
- El Dorado Elementary School
- Francisco Middle School
- Galileo High School
- Hoover Middle School
- Jean Parker Elementary School
- Lowell High School
- Malcolm Elementary School
- Paul Revere Elementary School
- Raoul Wallenberg High School
- San Miguel Elementary School
- Thurgood Marshall High School
- William De Avila Elementary School

**Contact:** SFUSD; Waziuddin Chowdhury, LEED AP, Director of Facilities; 415.241.6152 ext. 1529; ChowdhuryW@sfusd.edu

**Langan Personnel:** Peter Cusack

**Construction Cost:** \$5,000,000 to \$40,000,000



## San Francisco Unified School District Mission Bay School

### San Francisco, California

Mission Bay School will be SFUSD's first new school in over a decade. The project includes a 100,000 GSF, two- to four-story school on a 2.5-acre urban site, with a landscaped schoolyard. The campus will serve over 500 PK–5 students. Our geotechnical team evaluated site hazards and subsurface conditions, developed site-specific seismic response spectra, and addressed challenges related to liquefiable fill and compressible Bay Mud. Reports were submitted to DSA and CGS for approval, and we will observe geotechnical aspects of construction, including surcharge, ground improvement, and foundation installation. Our environmental team is supporting remediation by overseeing soil removal and dust monitoring in compliance with the DTSC-approved RAP, developing a HASP, and designing and overseeing installation and post-construction monitoring of the vapor intrusion mitigation system.

**Contact:** DLR Group; Bolivar Puyol, Project Architect; 415.777.4770; bpuyol@dlrgroup.com

**Langan Personnel:** Peter Cusack, Mukta Patil, Daniel Wood

**Construction Cost:** \$95,000,000

# Litigation History

Langan is a large firm and is involved in over 5,000 projects around the world per year. Many of these projects are large and complex and typically generate a variety of claims and disputes, some of which evolve into formal legal proceedings. These proceedings typically name all design consultants, including Langan, regardless of scope and responsibility. In a majority of these proceedings, Langan has been named as a defendant despite our belief that the firm has no liability. Although various legal proceedings are currently pending against Langan alleging breach of contract or negligence in connection with the performance of professional services, Langan's management does not believe that any of these proceedings will have a material adverse effect on the operations of the Company. Additional details are available upon request.

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## Appendix: Fees and Insurance



## Appendix A: Professional Fees

Langan's fee schedule, presented below, covers hourly billing rates for the consultant and all sub-consultants, along with a task-by-task cost breakdown for the Environmental Site Assessment Consulting Services for Soil Characterization Investigations at Various School Sites (Project #25120) for the Oakland Unified School District. These rates apply for the duration of the Master Agreement, running through 30 June 2028, with options for three one-year extensions.

The approved billing rates shown in the following table apply for some services rendered and remain in effect throughout the term of the contract for both Langan and some levels of sub-consultants.

### Langan — Consultant Hourly Billing Rates

Staff Classification	Representative Staff	Hourly Rate (USD)
Associate Principal	Peter J. Cusack	350
Senior Associate / Associate Engineer	Mukta Patil, PE	300
Project Geologist / Project Engineer	Daniel Wood, PG	200
Senior Staff Scientist / Senior Staff Engineer	[To Be Assigned]	180
Staff Scientist / Staff Engineer	[To Be Assigned]	165
Field Technician	[To Be Assigned]	155

*Note: Specific hourly rates are submitted separately in accordance with the District's requirements. The District retains the right to negotiate different rates prior to execution of the agreement.*

### Task-by-Task Estimated Cost Breakdown (based on experience on similar projects)

Task	Description	Weekday Estimated Cost (USD)	Weekend Estimated Cost (USD)	Contingency (USD)
Investigation Preparation	Mark site for Underground Service Alert (USA), health and safety plan (HASP) preparation, Alameda County Public Works Agency permitting (if needed)	\$1,200	\$1,200 (Langan provided services do not incur weekend fees)	\$120
Utility Locating	Contract Private Utility Contractor	\$1,320	\$2,640	\$132 / \$264

Field Exploration – 1 Day of Hand Auger Soil Sampling  One mobilization for five, 5-foot deep soil borings	Soil borings, Volatile Organic Compound (VOC) monitoring, GPS recording, visual logging, sample collection and transport	\$3,400	\$3,400	\$340
Concrete/Asphalt Coring (One location; One mobilization)	Boring locations within asphalt or concrete cored by a private contractor.	\$1000 (\$200 per additional location)	\$1,400 (\$400 per additional location)	\$100 / \$140
Field Exploration – 1 Day of Direct Push Drilling Services  One mobilization for five, 10-foot deep soil borings  Project Labor Agreement (PLA) compliant subcontractor with a direct push drill rig.	Soil borings (concrete coring not needed), Volatile Organic Compound (VOC) monitoring, GPS recording, visual logging, sample collection and transport	\$11,000	\$13,000	\$1,100 / \$1,350
Task 4 — Soil Laboratory Analysis (Per Sample; Full suite of analyses for soil disposal profile)	CAM 17 Metals, Total Petroleum Hydrocarbons (TPH) as gasoline (g), diesel (d), and motor oil (mo), VOCs, Semi-Volatile Organic Compounds (SVOCs), (Polychlorinated Biphenyls) PCBs, organochlorine pesticides (OCPs), asbestos, leachability testing (STLC/TCLP); standard turnaround.	\$1,400	Not Applicable	\$140
Task 5 — Groundwater Testing (Per Sample)	Groundwater sampling and analysis — TPHg, TPHd, TPHmo, VOCs, SVOCs, CAM 17 Metals; standard turnaround.	\$850	Not Applicable	\$85

Investigation Report (5-10 soil borings, 10-20 soil samples) (All results will be compared to	Preparation and submission of letter or reports with results evaluation, recommendations, including figures, data tables, laboratory analytical reports; one hard copy and PDF versions on flash drives	\$3,500		\$350
Soil Management Plan (SMP)	The SMP will incorporate existing subsurface data and outline soil handling and disposal measures to protect workers, the public, and the environment during excavation and grading.	\$4,000	\$4,000	\$400
Soil Management Plan Construction Observation	Observation and documentation of SMP implementation during construction	\$1,375 (per half day)	\$1,375 (per half day)	\$138
Soil Management Plan Completion Report	The SMP Completion Report will document excavation activities and confirm that soil handling and disposal were conducted in accordance with the approved SMP and applicable requirements.	\$5,000	\$5,000	\$500
Dust Monitoring Control Plan (DMCP)	The DMCP will outline dust control and monitoring measures to minimize off-site migration during construction and meet agency requirements and will be submitted for regulatory review and public comment.	\$3,500	\$3,500	\$350
Dust Monitoring	Assumes two dust monitoring stations, and AC	\$6,625	\$1,500	\$663 / \$150

	power provided by client.	(Per week)	(per day)	
Alameda County Public Works Agency Soil Boring Permit	Permit preparation and submission.	\$750 (plus \$95 for each boring over 4)	\$750 (plus \$95 for each boring over 4)	N/A
Client Consultation Meetings and Regulatory Support (Per hour) *Does not include regulatory agency fees*	Consultation on Regulatory Requirements including but not limited to DTSC Voluntary Site Mitigation Program Support	\$500 (per hour)	\$500	N/A

Services are proposed on a time-and-materials basis, invoiced monthly in accordance with hours worked and the hourly rates listed above. Langan will not bill for services beyond the not-to-exceed amount for each task without prior written authorization from the District.

*Fee Schedule Applicable Period: July 2026 through June 2028 (Base Term), with rates subject to discussion for subsequent one-year extension periods.*

### Example Project 1

As an example, we have included a breakdown of fees for a standard soil characterization. The investigation scope consists of five soil borings drilled to a depth of five-feet below the ground surface (bgs) and the collection of soil samples at 1-foot and 5-feet bgs. A total of 10 soil samples will be submitted to a State of California certified analytical laboratory to be analyzed for TPH (g,d,mo), VOCs, SVOCs, PCBs, OCPs, CAM 17 Metals, asbestos, and percent moisture. Three of the soil borings are located within grassy landscaping and two are located within asphalt. No permits will be required from the Alameda County Public Works Agency (ACPWA) since the borings are only to five-feet bgs.

Services	Weekday Rate	Weekend Rate
Soil Hand Augering (1-day)	\$3,400	\$3,400
Field Preparation (USA Marking, HASP)	\$1,200	\$1,200
Utility Locating (Five locations)	\$1,320	\$2,640
Concrete/Asphalt Coring (Two locations)	\$1,000	\$1,800
Laboratory Analysis (10 soil samples)	\$14,000	\$14,000
Soil Investigation Report	\$3,500	\$3,500
Soil Cuttings Drum Testing and Disposal	\$2,500	2,500

Permit Prep & Fees	N/A	N/A
<b>Total</b>	<b>\$26,920</b>	<b>\$31,540</b>
<b>(10% contingency)</b>	<b>(\$2,692)</b>	<b>(2,904)</b>

## Example Project 2

The investigation scope consists of 10 soil borings drilled to a depth of 10-feet below the ground surface (bgs) and the collection of soil samples at 1-foot, 5-feet, and 10-feet bgs. A total of 10 soil samples will be submitted to a State of California certified analytical laboratory to be analyzed for TPH (g,d,mo), VOCs, SVOCs, PCBs, OCPs, CAM 17 Metals, asbestos, and percent moisture. Drilling to be performed by a Project Labor Agreement (PLA) compliant subcontractor with a direct push drill rig. The soil boring locations will be spread across landscaping and asphalt surfaces. Boring permits will be obtained from ACPWA prior to drilling.

Services	Weekday Rate	Weekend Rate
Direct Push Drilling Services (1-day)	\$11,000	\$13,500
Field Preparation (USA Marking, HASP)	\$1,200	\$1,200
Utility Locating (10 locations)	\$2,000	\$4,000
Concrete/Asphalt Coring	N/A	N/A
Laboratory Analysis (30 soil samples)	\$42,000	\$42,000
Soil Investigation Report	\$3,500	\$3,500
Soil Cuttings Drum Testing and Disposal	\$2,500	2,500
Permit Prep & Fees (10 locations)	\$1,320	\$1,320
<b>Total</b>	<b>\$60,020</b>	<b>\$64,520</b>
<b>(10% contingency)</b>	<b>(\$6,002)</b>	<b>(\$6,452)</b>



## EXHIBIT "C"

### LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Firm or Team: Langan CA, Inc.

Our Firm or Team affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our Statement of Qualifications is a detailed narrative and strategy describing how the Firm or Team intends to meet or exceed the District's LBU requirements.

The narrative shall describe previously implemented methods used for successful local business utilization and shall be inclusive of at least three (3) project relevant California K-12 examples.

The narrative includes our LBU strategy, but not limited, to the following:

- **Category 1:** An outline of small and local firms (by professional service discipline) with planned partnership/JV Partnership
- **Category 2:** Other identified opportunities for local and small local utilization; Expressed Plan/Strategies to Increase LBP
- **Category 3:** Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- **Category 4:** Relevant California K-12 project examples
- **Category 5:** Previously implemented methods used for successful Local Business Utilization

We understand that the submitted narrative and strategy will be scored and awarded up to 5 additional points by the District's LBU Consultant for incorporation into the SOQ evaluations.

Minimum Local Business Participation per District Policy can be found in the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

Signature: 

Date: 04 / 27 / **2026**

# Appendix – Local Business Utilization

## Partnering with Subconsultants and SLEB

Langan frequently utilizes local drillers and laboratories for geotechnical projects throughout Alameda County. However, after reviewing the list of certified SLEBs, we were unable to identify entities that can provide the requested services. That being said, we will encourage our subconsultants to pursue SLEB status to satisfy OUSD LBU's requirements.

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*The Langan team has shown themselves to be highly responsive, diligent and well-prepared for their assigned tasks. Their outstanding client service, coupled with their advanced technical knowledge, have proven time and again the importance of hiring a firm that will deliver reliable services and ultimately result in cost efficiency. When facing projects with tight deadlines and complex soil conditions, we know we can count on Langan to provide the high level of service needed for our public projects.*

*– Andrea Dawson, Project Manager, San Francisco Unified School District*

# Environmental

## Technical and Regulatory Knowledge

Langan works with project teams to provide leading-edge, focused, streamlined investigations and risk-based remediation. We excel in promoting and gaining regulatory acceptance of risk based strategies to obtain cost effective site closures. Langan possesses expertise in a wide variety of projects including state Voluntary Programs, Brownfields, RCRA, State and Federal Superfund, Manufactured Gas Plants (MGP) and Storage Tank programs.

### Langan Environmental Services:

- Risk-Based Corrective Action
- Brownfields
- Storage Tank Management
- Due Diligence Support
- Environmental Assessments
- Site Characterization
- Permitting/Regulatory Approvals
- Remediation Design/Oversight
- Water Resources/Supply
- Hydrological Investigations
- Wastewater and Stormwater Permitting
- Air Modeling
- GIS/Database Management
- Environmental Impact Statements (EIS)
- Manufactured Gas Plant Remediation
- Asbestos/Lead-Based Paint Abatement
- Management of PCB-Containing Materials
- Indoor Air Quality/Mold
- Demolition
- Waste Management
- Compliance Auditing
- Ecological Risk Assessment
- Human Health Risk Assessment
- Site Feasibility Studies
- Remediation by Natural Attenuation
- Expert Witness
- Exposure Assessments
- Free Product Volume and Mobility Modeling



Langan CA, Inc.

**Oakland, California**

1330 Broadway, Suite 428

Oakland, CA 94612

510.874.7000

510.874.7001 fax

[www.langan.com](http://www.langan.com)

***LANGAN***

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

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

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

(Education Code §45125.1(h).)

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

Dated: \_\_\_\_\_

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

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

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

## ATTACHMENT A

### Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

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

Entity Name: \_\_\_\_\_  
Date of Entity's Contract with District: \_\_\_\_\_  
Scope of Entity's Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ [insert name] , am the \_\_\_\_\_ [insert "owner" or officer title] for \_\_\_\_\_ [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

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

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

Date: \_\_\_\_\_, 20\_\_

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

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

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

Entity: \_\_\_\_\_



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Environmental Site Assessment Consulting Services at Various School Sites	<b>Site</b>	918
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### Basic Directions

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

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

<b>Contractor Name</b>	Langan CA, Inc.	<b>Agency's Contact</b>	Mukta Patil
<b>OUSD Vendor ID #</b>	009210	<b>Title</b>	Project Manager
<b>Street Address</b>	1814 Franklin Street, Suite 505	<b>City</b>	Oakland
<b>Telephone</b>	408-283-3635	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Zip</b>	94612
<b>OUSD Project #</b>	25120	<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	05-25-2026	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	06-30-2028
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$0
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

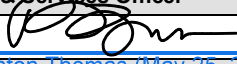
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
TBD	01 ESSER; 14 Deferred Maintenance 21 Building Fund 25 Capital Facilities 35 County Schools Facilities 40 Special Reserve for Capital Outlay Projects	TBD	6265	\$0

### 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.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Executive Director, Facilities Planning &amp; Management</b>				
	<b>Signature</b>	<i>Pranita Ranbhise</i>		<b>Date Approved</b>	05/25/2026
2.	<b>OUSD Counsel, Facilities</b>	<b>Signature</b>	<i>James Traber</i>		<b>Date Approved</b>
					5/25/2026

	<b>Chief Systems &amp; Services Officer</b>		
3.	Signature 	Date Approved	05/25/2026
	Preston Thomas (May 25, 2026 17:46:04 PDT)		
	<b>Chief Financial Officer</b>		
4.	Signature	Date Approved	
	<b>President, Board of Education</b>		
5.	Signature	Date Approved	