

Board Office Use: <b>Legislative File Info.</b>	
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Enactment Number	24-1877
Enactment Date	10/9/2024 CJH



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

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent;  
Preston Thomas, Chief Systems and Services Officer; Kenya Chatman, Executive Director

**Board Meeting Date** October 9, 2024

**Subject** General Services Agreement – Terraphase Engineering Inc. – Coliseum College Preparatory Academy - Modernization Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of General Services Agreement between the District and **Terraphase Engineering Inc., Oakland, CA**, for the latter to provide Geotechnical and Geohazard consulting services for the **Coliseum College Preparatory Academy Modernization Project**, in the amount of **\$119,686.00 which includes a contingency fee of \$10,880.58.00**, as the selected consultant, with work scheduled to commence on **October 10, 2024** and scheduled to last until **September 26, 2027**.

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

**LBP (Local Business Participation Percentage)** 82.8%

**Recommendation** Approval by the Board of Education of General Services Agreement between the District and Terraphase Engineering Inc., Oakland, CA, for the latter to provide Geotechnical and Geohazard consulting services for the Coliseum College Preparatory Academy Modernization Project, in the amount of \$119,686.00 which includes a contingency fee of \$10,880.58.00, as the selected consultant, with work scheduled to commence on October 10, 2024 and scheduled to last until September 26, 2027.

**Fiscal Impact** Fund 21 Building Funds, Measure Y

**Attachments**

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



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No. 24-2284**

**Department: Facilities Planning and Management**

**Vendor Name: Terraphase Engineering, Inc.**

**Project Name: Coliseum College Preparatory Academy - Modernization Project Project No.:2113**

**Contract Term: Intended Start: 10-10-2024**

**Intended End: 09/26/2027**

**Total Cost Over Contract Term: \$119,686.00**

**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?**

Vendor was selected through the formal RFP/RFQ process. The proposal submitted by Terraphase Engineering Inc. was selected by the District based on scores, demonstrated competence and professional qualifications.

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

Terraphase Engineering Inc. will provide geotechnical and geohazard consulting services.

**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?

Vendor submitted a price that was competitive and reasonable for the scope of work.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

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

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This general services agreement (“Agreement”) is made and entered into effective **October 10, 2024** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Terraphase Engineering Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Geotechnical and Geohazard consulting services for the Modernization Project at Coliseum College Preparatory Academy 1390 66th Avenue, Oakland CA 94621; Project 21113 (“Project”), as further described in *Exhibit A* to this Agreement. Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Terraphase Engineering Inc. consultants specially qualified to provide the services required by the District.

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

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

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. 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.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **One Hundred Nineteen Thousand Six Hundred Eight-Six Dollars (\$119,686.00)**, which consists of a not-to-exceed amount of **One Hundred Eight Thousand Eight Hundred Five Dollars and Forty-Two Cents (\$108,805.42)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Ten Thousand Eight Hundred Eighty-Eight Dollars and Fifty-Eight Cents (\$10,880.58)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

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

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

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



Agreement.

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

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

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

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

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

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

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

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

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

profits in connection with this Agreement.

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

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

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

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

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

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

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

ambiguity.

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

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

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

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

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

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

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

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

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

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

**Address for District Notices:**


955 High Street  
Oakland, CA 94601  
Attention: Preston Thomas

**Address for Contractor Notices:**


1300 Clay Street  
Oakland, CA 94612  
Attention: Alice Hale Price

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**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Benjamin Davis, President,  
Board of Education

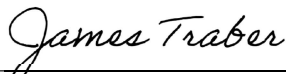
10/10/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
& Secretary Board of Education

10/10/2024  
\_\_\_\_\_  
Date


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

Sep 13, 2024  
\_\_\_\_\_  
Date

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

09/12/2024  
\_\_\_\_\_  
Date

**TERRAPHASE ENGINEERING INC.**

  
\_\_\_\_\_  
Signature

9/11/2024  
\_\_\_\_\_  
Date

Alice Hale Price, Principal Engineer  
\_\_\_\_\_  
Print Name, Title

**EXHIBIT A**

**Scope of Services**

### 3. Project Approach

Our understanding of the project is that the CCPA Expansion consists of a new 25,700-square-foot (s.f.) two-story classroom building, a new 16,600-s.f. gymnasium, and an approximately 1,150-s.f. restroom/elevator building which serves the new classroom building. The footprints of the new buildings are presented on attached Figure 1 which also shows the existing improvements at the new building locations.

Our proposed scope of work includes:

- Pre-field work including permitting (Alameda County Drilling Permit)
- Field work consisting of a subsurface investigation using cone penetration test (CPT) and hollow stem augers (HSA). The Shear Wave Velocity in the top 100 feet will be assessed using a seismic cone during the CPT work.
- Analysis and Report
  - Performing geotechnical analyses for the Site; and
  - Preparation of a geotechnical design report which satisfies the requirements of the California Geological Survey (CGS) Note 48.

The scope of work is described in further detail in the following subsections.

#### 3.1 Preliminary Field Activities

Terraphase will review the plans for the Site existing buildings (if available) and assess the visible condition of the existing buildings to evaluate if their foundation systems have performed acceptably. We note that the last earthquake on the Hayward Fault, located 1.8 miles east of the Site, was in 1868. Therefore, even if the existing buildings have performed acceptably, they have not been fully tested as they were not constructed at the time of the last earthquake.

Terraphase will prepare a site-specific health and safety plan to guide field personnel in implementing the work in a safe manner. Subcontractors will be required to adhere to the plan. The plan will include potential hazards (rotating equipment, traffic, slips, trips, falls, et cetera), procedures to reduce risks from the identified hazards, and a hospital evacuation map.

Terraphase will contract with a private utility locator to clear each boring location and will alert Underground Service Alert of Northern California that subsurface work will be performed at the Site. Terraphase will obtain permits for the borings from Alameda County at least two weeks prior to performing the work.

Prior to advancing borings using mechanical drill rigs, under the oversight of Terraphase staff, Terraphase's drilling subcontractor will hand clear each of the subsurface exploration locations to 5 feet below the ground surface (bgs). This work will be conducted on a day when school is not in session. The holes in the playground surface will be backfilled to 2 inches bgs and then patched with cold patch asphalt so as not to pose a tripping hazard for students and staff.

Soil samples collected during the hand clearing will be used for soil characterization in a geotechnical laboratory (see Section 3.3).

#### 3.2 Field Exploration

If the schedule allows, the field exploration program will take place on September 20, 2024, which is a Teacher Work Day with no students present. Otherwise, the work will be done on a weekend or school holiday.

The subsurface exploration program will satisfy each of the applicable requirements of the CGS Note 48 (Checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools, Hospitals, and Essential Services Buildings), including ground rupture, liquefaction potential, and 2022 CBC seismic design parameters. CGS requires that there be one boring for every 5,000 square feet of building footprint with a minimum of two borings per building. Terraphase proposes to advance borings as follows:

- three borings within the footprint of the proposed classroom building (13,100 s.f. footprint),<sup>1</sup> and
- four borings within the footprint of the proposed gymnasium building (16,600 s.f.).

The borings will be logged in the field by a Terraphase geologist, who will examine the continuous samples as they are extracted from the hole, using visual classification in general accordance with the Unified Soil Classification System.

Our proposed geotechnical investigation will use CPTs for the first phase of investigation. One CPT probe will be advanced to between 60 and 100 feet bgs to obtain the seismic shear wave velocity of the Site, an important input to the seismic risk assessment.

Based on the CPT results, we may return to the Site to collect soil samples for analysis in a geotechnical laboratory for strength testing. However, if there is no objective for collecting additional soil samples beyond the samples collected during hand clearing of the borings, no additional subsurface work will be conducted, resulting in a cost savings to the District.

### 3.3 Laboratory Testing

Soil samples collected during the hand clearing of the CPT probe locations will be submitted to the Cooper Geotechnical Laboratory in Palo Alto, California, for testing for Atterberg Limits, Corrosion Potential, gradation, and moisture/density.

In the event that additional soil characterization data is needed, after consultation with the District and the project structural engineers, Terraphase will collect relatively undisturbed soil samples for direct shear testing. Based on soils encountered at adjacent sites, Terraphase does not anticipate this will be required.

### 3.4 Geology and Geologic Hazards Study

Christopher Alger, a California Certified Engineering Geologist, will lead the geological hazards study. The Site is mapped in a CGS Liquefaction Hazard Zone. Our experience is that, because of the high seismic accelerations in Oakland, except for rock sites, liquefaction occurs at every site in Oakland. The Peak Ground Acceleration at the Site will be 0.97g (ASCE Hazard Tool for ASCE 7 2016). Hence, liquefaction settlements between 1 and 4 inches can be expected at the Site but will be analyzed during our study. We will work with the District and the project structural engineers to identify an economical foundation system for the proposed structures that can withstand the predicted liquefaction settlements.

The hazard study will document the following hazard topics:

- The Site is not in an Earthquake Special Studies (Alquist Priolo) Zone.
- Because of the shallow groundwater, expansive soils are not likely to be a significant hazard.
- As the Site is flat, slope instability is not an issue for the Site nor are collapsible soils.
- Tsunamis and flooding is not an issue for the Site (FEMA Flood Map 06001C0095G, effective on 8/3/2009).
- We will assess if Site utilities will be exposed to corrosive soils.

### 3.5 Report Preparation

In consultation with the District and the project structural engineers, Terraphase will document its work in a report that meets each of the requirements of CGS Note 48. The report will document the results of the field investigation and laboratory study. The report will provide recommendations for a foundation system capable of withstanding the expected liquefaction settlements at the Site.

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<sup>1</sup> As noted in Addendum @2, District Response # 5, "The Schematic Design indicated that the Gymnasium's footprint as 16,597.70 s.f. and the Classroom Building's footprint (including the elevator/restroom tower) as 13,109.97 s.f.".

We will also provide recommendations for stormwater management systems depending on the depth to the groundwater table.

### 3.6 Supplemental Engineering Review, Consultation and Meetings

Jeff Raines, PE, GE, will be available for consultations and meetings with the District and the rest of the project team (architect, structural and civil engineers, etc.). We have proposed a budget of 20 hours of Mr. Raines’s time for this task.

### 3.7 Construction Phase Geotechnical Services

Terraphase’s teaming partner, CTS, will provide on-call compaction testing services during construction. As shown in the attached resumes, CTS specializes in special inspections and can provide concrete and steel special inspections in addition to soil compaction control. Terraphase understands from Addendum #2 that the construction is scheduled to take place between March 12, 2026, and August 9, 2028. Terraphase assumes that a total of up to 30 half days of on-call compaction testing and associated compaction reports will be required.

### 3.8 Schedule

We anticipate conducting fieldwork within three weeks of receiving a notice to proceed. Field testing may require two weeks (two days in the field plus assessing the initial data to determine if a second mobilization is warranted). We anticipate that geotechnical analyses will require three weeks and report preparation three weeks. Hence, the total required time is 11 weeks. Task 3.7, Construction Phase Geotechnical Services, will be conducted during construction on a time-and-materials basis.

## 4. Litigation

There are no judgments against Terraphase, nor any other evidence of liability of Terraphase during the past five (5) years preceding this response to the RFQ.

Terraphase’s five (5)-year summary of litigation, arbitration, and negotiated/settled history with previous clients follows.

<b>Entity bringing suit:</b>	Terraphase Engineering Inc.
<b>Complaint:</b>	Breach of contract
<b>Accusation:</b>	Contract was breached; client did not inform Terraphase of any issues with invoices and failed to pay them
<b>Outcome:</b>	Dispute was resolved without further litigation in May 2020

## 5. Professional Fees

A detailed cost estimate is attached (Table 1). The not-to-exceed fee for Tasks 3.1 through 3.6, including the 10% contingency and the assumption that a second day of subsurface investigation will be required, is \$119,686.

### 5.1 Hourly Rates

Terraphase’s and CTS’s discounted standard schedules of charges are included in Attachment 4. The fee schedules will be valid through the end of 2025.



**EXHIBIT B**

**Hourly Rates**

**Table 1 - Time and Materials Cost Estimate**  
 Geotechnical and Geohazard Consulting Services, CCPA Site Expansion Project  
 Oakland Unified School District

Category	Units	2024 Standard Rate	Discount Rate	Rate	Task 1: Preliminary Work		Task 2: Field Work		Task 3: Laboratory Testing		Task 4: Geology & Geologic Hazards Study		Task 5: Report Preparation		Task 6: Supplemental Engineering Review		Task 7: Construction Phase Services		TOTALS		
					Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty
<b>Labor</b>																					
Senior Principal	Hour	\$ 303.00	10%	\$ 272.70	6	\$ 1,636	4	\$ 1,091			6	\$ 1,636	6	\$ 1,636	20	\$ 5,454	3	\$ 818	45	\$ 12,272	
Principal	Hour	\$ 286.00	10%	\$ 257.40		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Senior Associate	Hour	\$ 266.00	10%	\$ 239.40		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Associate	Hour	\$ 250.00	10%	\$ 225.00		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	24	\$ 5,400	
Senior Project	Hour	\$ 235.00	10%	\$ 211.50		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Project	Hour	\$ 219.00	10%	\$ 197.10	12	\$ 2,365	24	\$ 4,730				\$ -		\$ -		\$ -		\$ -	68	\$ 13,403	
Senior Staff 2	Hour	\$ 202.00	10%	\$ 181.80	12	\$ 2,182	16	\$ 2,909				\$ 5,818		\$ 6,307		\$ -		\$ -	60	\$ 10,908	
Senior Staff 1	Hour	\$ 183.00	10%	\$ 164.70		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	15	\$ 2,471	
Staff 2	Hour	\$ 164.00	10%	\$ 147.60		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Staff 1	Hour	\$ 144.00	10%	\$ 129.60		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Senior Technician	Hour	\$ 149.00	10%	\$ 134.10		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Technician 3	Hour	\$ 129.00	10%	\$ 116.10	12	\$ 1,393	16	\$ 1,858				\$ -		\$ -		\$ -		\$ -	28	\$ 3,251	
Technician 2	Hour	\$ 109.00	10%	\$ 98.10		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Technician 1	Hour	\$ 91.00	10%	\$ 81.90		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Senior Editor/ Senior Project Coordinator	Hour	\$ 158.00	10%	\$ 142.20		\$ -		\$ -				\$ 569	4	\$ 569		\$ -		\$ -	8	\$ 1,138	
Editor 2/Project Coordinator 2/Accountant 2	Hour	\$ 140.00	10%	\$ 126.00		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Editor 1/Project Coordinator 1/Accountant 1	Hour	\$ 117.00	10%	\$ 105.30		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -	0	\$ -	
Administrator/Project Assistant/Billing Specialist	Hour	\$ 98.00	10%	\$ 88.20	2	\$ 176	1	\$ 88	1	\$ 88	2	\$ 176	2	\$ 176	2	\$ 176	2	\$ 176	16	\$ 1,411	
<b>Total Terraphase Labor</b>						<b>\$ 7,753</b>		<b>\$ 10,676</b>				<b>\$ 10,899</b>		<b>\$ 11,389</b>		<b>\$ 5,630</b>		<b>\$ 3,818</b>		<b>\$ 50,252</b>	
<b>Direct Costs</b>																					
<b>Subcontractor</b>																					
Boring Permit	lump	\$ 730.00		\$ 730.00	1	\$ 730		\$ -				\$ -		\$ -		\$ -		\$ -	1	\$ 730	
Private utility clearance	lump	\$ 800.00		\$ 800.00	1	\$ 800		\$ -				\$ -		\$ -		\$ -		\$ -	1	\$ 800	
Geotechnical Investigation Driller	lump	\$ 15,000.00		\$ 15,000.00		\$ -	1	\$ 15,000				\$ -		\$ -		\$ -		\$ -	1	\$ 15,000	
Geotechnical laboratory	lump	\$ 4,344.00		\$ 4,344.00		\$ -	1	\$ 4,344				\$ -		\$ -		\$ -		\$ -	1	\$ 4,344	
CGS Application Fee	lump	\$ 4,800.00		\$ 4,800.00		\$ -		\$ -				\$ -	1	\$ 4,800		\$ -		\$ -	1	\$ 4,800	
CTS Construction Testing (Half Day)	half day	\$ 700.00		\$ 700.00		\$ -		\$ -				\$ -		\$ -		\$ -	30	\$ 21,000	30	\$ 21,000	
CTS Construction Compaction Report	report	\$ 200.00		\$ 200.00		\$ -		\$ -				\$ -		\$ -		\$ -	30	\$ 6,000	30	\$ 6,000	
<b>Total Subcontractor Costs</b>						<b>\$ 1,530</b>		<b>\$ 15,000</b>				<b>\$ 4,344</b>		<b>\$ 4,800</b>		<b>\$ -</b>		<b>\$ 27,000</b>		<b>\$ 52,674</b>	
Direct Cost Handling				10.0%		\$ 153		\$ 1,500				\$ 434		\$ 480		\$ -		\$ 2,700		\$ 5,267	
<b>Total Direct Costs</b>						<b>\$ 1,683</b>		<b>\$ 16,500</b>				<b>\$ 4,778</b>		<b>\$ 5,280</b>		<b>\$ -</b>		<b>\$ 29,700</b>		<b>\$ 57,941</b>	
<b>Terraphase Equipment/Supplies (ERS)</b>																					
Truck/Vehicle (half-day)	Half Day	\$ 112.00		\$ 112.00	1	\$ 112	1	\$ 112				\$ -		\$ -		\$ -		\$ -	2	\$ 224	
IPad and Electronic Field Data (day)	Day	\$ 38.00		\$ 38.00	1	\$ 38	1	\$ 38				\$ -		\$ -		\$ -		\$ -	2	\$ 76	
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	\$ 23.00		\$ 23.00	1	\$ 23	3	\$ 69				\$ -		\$ -		\$ -		\$ -	4	\$ 92	
Field Health and Safety and Decon Supplies (daily fee)	Day	\$ 32.00		\$ 32.00	1	\$ 32	1	\$ 32				\$ -		\$ -		\$ -		\$ -	2	\$ 64	
Soil Auger Field KIT (AMS)	Day	\$ 156.00		\$ 156.00	1	\$ 156		\$ -				\$ -		\$ -		\$ -		\$ -	1	\$ 156	
<b>Total Terraphase Equipment/Supplies (ERS)</b>						<b>\$ 361</b>		<b>\$ 251</b>				<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 612</b>	
<b>10% Contingency</b>																					
Contingency	percent	10%		10%		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -		\$ 10,880.58	
<b>Total Travel Costs</b>						<b>\$ -</b>		<b>\$ -</b>				<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 10,880.58</b>	
<b>Total Estimated Project Unit Costs</b>						<b>\$ 9,797</b>		<b>\$ 27,427</b>				<b>\$ 4,867</b>		<b>\$ 16,669</b>		<b>\$ 5,630</b>		<b>\$ 33,518</b>		<b>\$ 119,686</b>	

**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

**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 Vice President of HR *[insert "owner" or officer title]* of Terraphase Engineering Inc. *[insert name of business entity]*, have read the foregoing and agree that Terraphase Engineering 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: September 11, 2024

Name: Hank A. Galindo

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

Title: Vice President of HR

## 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.*

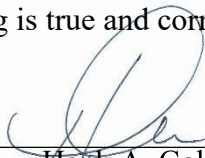
Entity Name: Terraphase Engineering Inc.  
Date of Entity’s Contract with District: October 10, 2024  
Scope of Entity’s Contract with District: Geotechnical / Geohazard

I, Hank A. Galindo [insert name], am the Vice President of HR [insert “owner” or officer title] for Terraphase Engineering Inc. [insert name of business entity] (“Entity”), which entered a contract on October 10, 2024 with the District for Geotechnical/Geohazard

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: September 11, 2024

Signature:   
Typed Name: Hank A. Galindo  
Title: Vice President of HR  
Entity: Terraphase Engineering Inc.





# Oakland Unified School District

Local Business Utilization (LBU)  
Monthly Tracking Worksheet



LOCAL BUSINESS UTILIZATION (LBU) MONTHLY TRACKING WORKSHEET										
<b>CCPA Site Expansion Project</b>				<b>Local Business Utilization (LBU) MONTHLY TRACKING WORKSHEET</b>						
<b>OUSD Project # 21113</b>				Firm Name: Terraphase Engineering Inc.		Contact Name: Jeff Raines		Contact Phone: (510) 645-1850 ext. 32		
Project Start Date: Month/Year				Pay Application No.		Contact Email: <a href="mailto:jeff.raines@terrphase.com">jeff.raines@terrphase.com</a>				
Anticipated Projected Completion Date: Month/Year				For Services Performed (Month/s):						
Prime/Sub Company Name	L/SLRBE Type	Trade	Proposed LBU Dollar Amount At Bid Time	Previous Cumulative LBU Dollar Amount	Local Business Enterprise Dollar Amount (LBE)	Small Local Business Enterprise Dollar Amount (SLBE)	Small Local Resident Business Enterprise Dollar Amount (SLRBE)	Current Cumulative LBU Dollar Amount	Remaining LBU Participation (Bid Time vs. Current Cumulative)	Current Cumulative LBU %
Terraphase Engineering Inc.	LBE	Engineering	\$ 72,086	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,086	0.0%
Construction Testing Services	LBE	Geotechnical	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000	0.0%
Subcontractor 4		Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Subcontractor 5		Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Subcontractor 6		Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Subcontractor 7		Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Subcontractor 8		Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Subcontractor 9		Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Subcontractor 10		Scope of Work	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
<b>TOTALS</b>			<b>\$ 99,086</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 99,086</b>	<b>0.0%</b>

Total Base Bid / Contract Dollar Amount:	\$ 119,686
Total LBU Dollar Amount at Bid Time:	\$ 99,086
Total LBU % at Bid Time:	82.8%
<b>Contract Amendments :</b>	
Total Contract Dollar Amount:	\$ -
(Current/Amended Contract Amount)	-

Previous Cumulative Total LBU Dollar Amount:	\$ -
LBU Dollar Amount for This Invoice:	\$ -
Current Cumulative Total LBU Dollar Amount:	\$ -
Current Cumulative Total LBU %:	0.0%

Project Status (% of Project Complete):

Final LBU Report:

Check or place an "X" here only if work has been completed and there are no additional LBU Reports expected from this firm on this project.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Coliseum College Preparatory Academy - Modernization Project	<b>Site</b>	232
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### Basic Directions

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

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

Contractor Name	Terraphase Engineering Inc.	Agency's Contact	Alice Hale Price		
OUSD Vendor ID #	004240	Title	Principal Engineer		
Street Address	1300 Clay Street	City	Oakland	State	CA
Telephone	510-645-1850	Policy Expires			
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	2113				

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-10-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	09-26-2027
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$119,686.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9859	Fund 21, Measure Y	210-9655-0-9859-8500-6289-232-9180-9906-9999-21113	62789	\$119,686.00

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	Signature	Date Approved	Sep 13, 2024		
2.	<b>Counsel, Department of Facilities Planning and Management</b>				
	Signature	Date Approved	09/12/2024		
3.	<b>Chief Systems and Services Officer</b>				
	Signature	Date Approved	Sep 13, 2024		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			