

Board Office Use: Legislative File Info.	
File ID Number	26-1035
Introduction Date	05-27-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Denise Gail Sadler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director of Facilities

Board Meeting Date May 27, 2026

Subject General Services Agreement – Langan CA, Inc. – Prescott Elementary School Site Improvement Project - Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of General Services Agreement by and between the District and **Langan CA, Inc.**, Oakland, California, for the latter to provide environmental site assessment consulting services for the **Prescott Elementary School Site Improvement Project**, in the total not-to-exceed amount of **\$87,500.00**, with the work scheduled to commence on **April 27, 2026**, and expected to last until **September 30, 2026**.

Discussion Consultant was selected based on professional or specially trained services or advice. No bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Ratification by the Board of Education of General Services Agreement by and between the District and **Langan CA, Inc.**, Oakland, California, for the latter to provide environmental site assessment consulting services for the **Prescott Elementary School Site Improvement Project**, in the total not-to-exceed amount of **\$87,500.00**, with the work scheduled to commence on **April 27, 2026**, and expected to last until **September 30, 2026**.

password Fund 40 – Reserve for Capital Projects

Attachments

- Contract 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. 26-1035

Department: Facilities Planning and Management

Vendor Name: Langan CA, Inc.

Project Name: Prescott Elementary School Site Improvement

Project No.: 26010

Contract Term: Intended Start: April 27, 2026

Intended End: September 30, 2026

Total Cost Over Contract Term: \$87,500.00

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?

Langan CA, Inc. was selected directly by the District due to their ongoing services with the District.

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

Provide environmental site assessment consulting services to conduct soil characterization investigations associated with the Prescott Elementary School Site Improvement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Langan CA, Inc. was selected due to their ongoing services and because their prices were determined to be fair and reasonable for the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

- Consultant will provide specially trained services for the District, which no bidding or RFP is required.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This general services agreement (“Agreement”) is made and entered into effective **April 27, 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 the following services to District (collectively, the “Basic Services”): For the Environmental Site Assessment for Site Improvement Project at Prescott Elementary School (“Project”), (as further described in the Proposal, which is attached as **Exhibit A** to this Agreement). Contractor shall provide services 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. 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 **Langan CA, Inc.** consultants specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall begin on **April 27, 2026**, and shall end on **September 30, 2026** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a 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 **EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$87,500.00)**, which consists of a not-to-exceed amount of **EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$87,500.00)**, for performance of the Basic Services, and a not-to-exceed contingency amount of **ZERO (\$0.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

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

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

DISTRICT: OAKLAND UNIFIED SCHOOL DISTRICT CONSULTANT: LANGAN CA, INC.

Jennifer Brouhard, President Date
Board of Education

By: *Peter J. Cusack*

Name: Peter J. Cusack

Denise Gail Sadler Ed.D., Interim Date
Superintendent and Secretary, Board of Education

Title: Associate Principal

Date: 22 April 2026

[Signature] 4/22/26
Preston, Chief Systems & Services Officer Date

Address for District Notices:

Address for Contractor Notices:

955 High Street
Oakland, California, 94601
Attention: Preston Thomas

1814 Franklin Street, Suite 505
Oakland, California, 94612
Attention: Mukta Patil

Approved As To Form:

James Traber 4/24/26
OUSD Facilities Legal Counsel Date

EXHIBIT A

Scope of Services

10 April 2026

Oakland Unified School District
Muhanad Amous - muhanad.amous@ousd.org

**SUBJECT: Environmental Services at Prescott Elementary School
920 Campbell Street
Oakland, California**

Dear Muhanad Amous:

Langan CA, Inc. (Langan) is pleased to provide the Oakland Unified School District (OUSD/District "Client") with this proposal to perform Environmental Services at the Prescott Elementary School located at 920 Campbell Street in Oakland, California.

DEVELOPMENT PLAN

It is our understanding that multiple site improvements including gardens, nature areas, an outdoor classroom, sport courts, and play structures are planned at the Prescott Elementary School. These improvements will consist of removing existing asphalt and soil in the footprint of each improvement. Where needed, soil will be excavated to depths of up to three to five feet below the ground surface (bgs).

PREVIOUS ENVIRONMENTAL INVESTIGATIONS

The shallow soils at the site were investigated by ACC Environmental (ACC) in 2025. Elevated concentrations of lead which exceeded State of California Class I non-RCRA hazardous waste criteria were detected in soils collected on the western portion of the site at a depth of approximately 1-foot bgs.

On 30 December 2025, ACC advanced five soil borings across the site to depths of approximately five feet bgs via hand auger. Samples were collected at depths of approximately 1.0, and 5.0 feet bgs. A total of 10 soil samples were submitted to a California Department of Public Health certified laboratory for analysis for the following: Total Petroleum Hydrocarbons (TPH) as gasoline, diesel, and motor oil, Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Organochlorine Pesticides (OCPs), Polychlorinated Biphenyls (PCBs), asbestos, CAM-17 metals, and California Solubility Threshold Limit Concentrations (STLC) and Federal Toxicity Characteristic Leaching Procedure (TCLP) metals as needed.

Lead was detected above the laboratory reporting limit in each of the soil samples analyzed at concentrations ranging from 5.51 milligrams per kilogram (mg/kg) to 965 mg/kg, three of which exceeded 100 mg/kg and were subsequently analyzed for STLC and TCLP lead. STLC lead was detected at concentrations ranging from 4.52 milligrams per liter (mg/L) to 54.9 mg/L, two of which (Sample ACCB2-1' and ACCB4-1') exceeded the hazardous waste criteria for STLC lead. TCLP lead was detected at concentrations ranging from 0.170 mg/L to 1.13 mg/L, none of which

exceeded the hazardous waste criteria for federal hazardous waste. As a result, soil near borings ACCB2 and ACCB4 at a depth ranging from the ground surface to an approximate depth of three feet bgs will likely need to be handled and disposed of as State of California Class I non-RCRA hazardous material.

SCOPE OF SERVICES

Due to the detection of hazardous concentrations of lead within shallow soils at the site, Langan recommends that the OUSD engage with the Alameda County Environmental Health Department (ACEHD) for voluntary oversight during the site improvements. ACEHD oversight is anticipated to include review and approval of the Work Plan, Soil Management Plan, Dust Monitoring and Control Plan, and periodic monitoring reports.

In anticipation of requests from ACEHD, Langan has prepared cost estimate for the following scopes.

1. Work Plan for Soil Sampling – *Optional Service*
2. Soil Sampling Investigation and Testing – *Optional Service*
3. Soil Management Plan
4. Soil Management Plan Observation
5. Soil Management Plan Completion Report
6. Dust Monitoring and Control Plan
7. Particulate Matter (PM)10 Dust Monitoring

Work Plan – Optional Service

The Work Plan will describe the soil sampling activities planned within the site improvement footprint where hazardous concentrations of lead were previously detected. We will include a brief description of site use history and a summary of our proposed investigation sampling methodology and analytical testing methods. We will submit the Work Plan to the ACEHD for review and approval.

Soil Sampling Investigation – Optional Service

At this time, we anticipate that six additional soil borings will be required to horizontally and vertically delineate the extent of the hazardous (lead-impacted) soil present within the footprint of the planned improvements.

Langan will complete the sampling to assess the potential of soil contamination resulting from past site activities and nearby off-site operations. Our scope of services will include advancing a total of six shallow environmental borings using a hand auger for the collection and analyses of soil.

Prior to initiating the subsurface field activities, Langan will mark the site with white paint and will notify Underground Service Alert North 811 (USA North) of the proposed boring locations. Langan will coordinate with USA North to confirm utility providers operating in the vicinity of the site respond and mark their utilities appropriately. Since the borings will be less than a maximum depth of five feet below the ground surface (bgs) and since Langan will use hand tools to advance the borings, no boring permit will be required from the Alameda County Public Works Agency. Each sample location will be patched as necessary with lean cement grout.

To characterize the soil at the site that will be disturbed during the planned site improvements, soil samples will be collected from each of the borings at approximate depths of 1.0, 3.0, and 5.0 feet bgs. Each sample tube will be sealed with Teflon and plastic caps, labeled, and placed on ice in a cooler for delivery to the analytical laboratory under chain of custody procedures. The soil samples will be analyzed for lead by EPA Method 6010B, at a State of California certified analytical laboratory.

If the test results indicate elevated total metal concentrations, additional testing for soluble metals, using the California waste extracting test (WET), may be required to assess whether the material is a California hazardous waste. If significant levels of soluble metals are detected, additional analyses may be necessary to determine if the material is a Federal hazardous waste. We have budgeted for 18 solubility tests. All samples will be analyzed on a standard Turn-Around Time (TAT).

The results will be provided in a Soil Management Plan along with data tables and the laboratory analytical data.

Soil Management Plan

Langan will prepare a soil management plan (SMP) report describing the soil sampling procedures and results from ACC's 2025 soil investigation and our 2026 Soil Sampling Investigation (if conducted). We will include subsurface data previously collected at the site. The SMP will present recommended measures for the proper handling and disposal of soil to mitigate potential risks to the environment and to protect construction workers, nearby residents, workers, and/or pedestrians from potential exposure to hazardous substances and underground structures that may be encountered during soil excavation and grading activities.

Observation During SMP Implementation

To ensure that soil handling and disposal procedures and worker health and safety procedures are followed, we will periodically observe and document excavation activities to verify that the SMP was implemented. We will provide as-needed observation during the soil handling and removal activities.

It is expected that the site improvements excavation activities will take place over approximately eight weeks. As such, we anticipate four part-time field visits for handling and disposal observation. During this time, we will review and document if any contaminated material as it is being loaded and removed from the site. Where and when possible, we would try to combine

oversight observations with our dust monitoring scope to save on oversight costs. The duration of this Task is dependent on the proposed construction schedule.

Site Completion Report

Once site development activities are completed, we will prepare a Site Completion Report. This report will present a chronology of the construction events, a summary of analytical data collected (if applicable), a copy of bills of lading for import material (if any), landfill disposal manifests and/or weight tickets (if any), and a description of the soil management activities implemented. The report will contain laboratory analytical results and figures, as appropriate, to provide details regarding the amount and type of material encountered during excavation. The Site Completion Report will document that soil handling and disposal procedures that were implemented in accordance with the SMP. A draft of the Site Completion Report will be submitted to the project team for review prior to submittal to the ACEHD.

Dust Monitoring and Control Plan

Langan will prepare a separate Dust Monitoring and Control Plan (DMCP) for agency approval and public comment. The DMCP will summarize the recommended measures to mitigate on-site dust generation and monitor off-site dust migration during construction. These measures will be implemented during potential dust generating activities to mitigate fugitive dust migrating off-site to neighboring properties and the community. The DMCP will include the following:

- Proposed air monitoring schedule;
- Sensitive receptor evaluation;
- Proposed dust monitoring equipment to be used, as well as the minimum detection limit and equipment calibration requirements;
- Requirements for action levels and monitoring for particulate matter less than 10 micrometers in diameter (PM10);
- Regulatory reporting requirements; and
- Site-specific dust control measures for contractor implementation.

The DMCP will not include worker health and safety monitoring, monitoring for volatile organic compounds (VOCs), or other compound specific personnel air monitoring. These items (if needed) would be addressed in a Health and Safety Plan (HASP), which would be prepared for and used by the contractor. The DMCP will be submitted to ACEHD for review and approval and presented to the community during a public participation period.

PM-10 Dust Monitoring

In accordance with the ACEHD approved DMCP, Langan will perform real-time dust monitoring during potential dust generating activities. The dust monitoring services will include the following:

- Daily monitoring (Monday through Friday, 8:00 am to 5:00 pm) for particulate matter less than 10 micrometers in size (PM-10);
- PM-10 dust monitoring will be conducted continuously during site demolition and clearing, soil excavation, and targeted hazardous soil removal. The dust monitoring equipment will be equipped with telemetry allowing real-time access to PM-10 dust concentration data; and
- Installation and operation of a dedicated weather station capable of providing continuous real-time wind direction and speed measurements as part of the dust monitoring program on-site. The weather station will be equipped with telemetry allowing access to weather data during the workday.
- Preparation and submittal of weekly dust monitoring summary reports to ACEHD during active construction.

Assumptions

- Langan assumes that direct AC power will be provided to the dust monitoring stations by the client or their general contractor.
- Langan assumes that the site perimeter will be fenced and secure so that the air monitoring stations may be left in place overnight.

Langan will periodically visit the site to perform dust mitigation observations, perform checks on the dust monitoring equipment, and to provide recommendations where necessary. If, during dust monitoring, dust concentrations exceed the thresholds established in the DMCP or fugitive dust is observed migrating from the site, we will inform the contractor and recommend additional dust control measures be implemented. This task assumes up to eight weeks for perimeter PM-10 dust monitoring and observation during construction. We have budgeted for approximately 40 working days of perimeter PM-10 monitoring (not including Saturday or Sunday). The duration of this task is dependent on the proposed construction schedule and the perimeter PM-10 monitoring results during site demolition and excavation activities. The results of the dust monitoring will be included in the Site Completion Report.

FEE ESTIMATE

We propose to perform our services on a time-and-expense basis in accordance with our 2026 Public Agency Schedule of Fees and Conditions, which is attached. A breakdown of our fee estimates is presented below. Please note that these fees are based on services provided during normal business hours, Monday through Friday. The estimated fees will not be exceeded unless the scope of service changes and not without your prior written authorization. A breakdown of our fees follows:

Environmental Task	Proposed Fee
Soil Management Plan.....	\$4,000
Soil Management Plan Documentation (Includes four half-day site visits during earthwork)	\$5,500
Dust Monitoring and Control Plan.....	\$3,500
Dust Monitoring (Assumes eight weeks, two dust monitoring stations, and AC power provided by client).....	\$53,000
Soil Management Completion Report.....	\$5,000
Project Management and Meetings	<u>\$2,500</u>
	TOTAL \$73,500

Optional Services

Work Plan and Submission to ACEHD	\$2,500
Soil Investigation (Assumes six vertical borings to 5-foot bgs, assumes prevailing wage)	\$8,000
Chemical Testing (Analyze Soil Samples for Lead Only - Standard TAT (18 Soil Samples).....	\$3,500
	TOTAL WITH OPTIONAL SERVICES..... \$87,500

Additional Services

Dust Monitoring

Dust Monitoring Per Week (Monday through Friday).....	\$6,650
Dust Monitoring Weekend (Per Day)	\$1,500

SCHEDULE

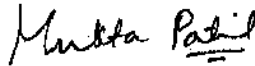
Our services can begin immediately upon receiving your written authorization. If all services are provided, we anticipate it will take approximately one week to draft a Work Plan for submission to ACEHD. Once the work plan is approved by ACEHD, we anticipate it will take approximately two weeks to prepare for the field investigation (mark the site for USA, coordinate subcontractors). We anticipate it will take approximately one day on site to complete the Soil Sampling Investigation at the current scope. Laboratory testing of the soil samples will take approximately 10-12 business days for initial results. Following the receipt of all analytical results, we anticipate the soil management plan will take approximately two weeks to complete. We anticipate the dust monitoring and control plan will take approximately one week to complete. We anticipate it will take approximately two weeks to order and coordinate equipment for dust monitoring. Following the receipt of all import material analytical data, all bills of lading or hazardous waste manifests, and completion of the excavation and grading activities, we

anticipate it will take approximately four weeks to complete the site completion report. We appreciate the opportunity to present this proposal. If you have any questions, please call.

Sincerely,
Langan CA, Inc.



Daniel Wood, PG
Project Geologist



Mukta Patil, PE #C85488
Associate



Peter J. Cusack
Associate Principal

Enclosed: Attachment A - 2026 Public Agency Schedule of Fees and Conditions

AUTHORIZATION

Receipt of this Revised Proposal including the Schedule of Fees is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Oakland Unified School District
Muhanad Amous - muhanad.amous@ousd.org

**SUBJECT: Environmental Services at Prescott Elementary School
920 Campbell Street
Oakland, California**

Company: _____ ("Client")

By/Title: _____
(Authorized representative)

Signature: _____

Date: _____

EXHIBIT B

Hourly Rates

SCHEDULE OF FEES AND CONDITIONS

Effective 1 January 2026

BILLING CATEGORY	HOURLY BILLING RATE
Technician	155
Staff Personnel	165
Senior Staff Personnel	180
Project Personnel	200
Senior Project Personnel	240
Associate / Senior Associate	300
Associate Principal / Principal	350
Senior Principal / Managing Principal	375
Senior Consultant	350

- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation-related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one-half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$28.25 per hour/ \$226 per day. Nuclear Moisture-Density Gauge \$17.00 per hour.

COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates:

	Rate per Hour
CADD, GIS and Terrain Modeling Programs	\$30
Engineering Programs/Digitizing	\$25

SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions.

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 10%.

REIMBURSABLE EXPENSES PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long-distance communications, travel and subsistence and other project-related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

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:

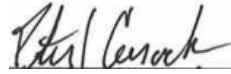
1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) 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 owner *[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: 22 April 2026

Name: Peter J. Cusack

Signature:  _____

Title: Associate Principal

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

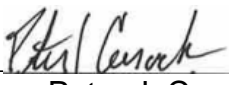
Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Langan CA, Inc.
Date of Entity’s Contract with District: 22 April 2026
Scope of Entity’s Contract with District: Soil Sampling, preparing soil management report, consultation services

I, Peter J. Cusack [insert name] , am the owner [insert “owner” or officer title] for Langan CA, Inc. [insert name of business entity] (“Entity”), which entered a contract on 22 April, 2026, 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: 22 April, 2026 Signature: 
Typed Name: Peter J. Cusack
Title: Associate Principal
Entity: Langan CA, Inc.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name Prescott Elementary School Site Improvement	Site	183
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	

Contractor Information

Contractor Name	Langan CA, Inc.	Agency's Contact	Mukta Patil				
OUSD Vendor ID #	009210	Title	Project Manager				
Street Address	1814 Franklin Street, Suite 505	City	Oakland	State	CA	Zip	94612
Telephone	408-283-3635	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 #	26010						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-27-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	09-30-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$87,500.00
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
9940/9000	Fund 40	400-9940-0-9000-8500-6289-183-9180-9000-9999-26010	6289	\$87,500.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities	Signature	Date Approved		
2.	OUSD Counsel, Facilities	Signature <i>James Traber</i>	Date Approved	4/24/26	
3.	Chief Systems & Services Officer	Signature <i>[Signature]</i>	Date Approved	4/27/26	
4.	Chief Financial Officer	Signature	Date Approved		
5.	President, Board of Education	Signature	Date Approved		