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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date May 27, 2026

Subject General Services Agreement – Terraphase Engineering, Inc. – 1025 2nd Avenue Demolition (Paul Robeson Building) 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 consulting services in accordance with the provisions of the California Environmental Quality Act (CEQA) for the **1025 2nd Avenue Demolition (Paul Robeson Building) Project** in the amount of **\$174,190.00 which includes a contingency fee of \$15,835.00**, as the selected consultant, with work scheduled to commence on **May 28, 2026**, and scheduled to last until **June 30, 2028**.

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) 94.00%

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 consulting services in accordance with the provisions of the California Environmental Quality Act (CEQA) for the 1025 2nd Avenue Demolition (Paul Robeson Building) Project in the amount of \$174,190.00 which includes a contingency fee of \$15,835.00, as the selected consultant, with work scheduled to commence on May 28, 2026, and scheduled to last until June 30, 2028.

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. 26-1045

Department: Facilities Planning and Management

Vendor Name: Terraphase Engineering, Inc.

Project Name: 1025 2nd Avenue Demolition (Paul Robeson Building)Project **Project No: 26008**

Contract Term: Intended Start: 05-28-2026 Intended End: 06-30-2028

Total Cost Over Contract Term: \$174,190.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Terraphase Engineering Inc. will provide consulting services in accordance with the provisions of the California Environmental Quality Act (CEQA)

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?

[Empty rectangular box for answer]

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 \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- 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 \$114,800 (as of 1/1/25)
- 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**

This general services agreement (“Agreement”) is made and entered into effective **May 28, 2026** (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”): **California Environmental Quality Act (CEQA) Consulting Services for the 1025 2nd Avenue Demolition (Paul Robeson Building) Project** (“Project”), (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **Terraphase Engineering Inc.** consultants are 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 **May 28, 2026**, and shall end on **June 30, 2028** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. 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.

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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 Seventy-Four Thousand One Hundred Ninety Dollars (\$174,190.00)**, which consists of a not-to-exceed amount of **One Hundred Fifty-Eight Thousand Three Hundred Fifty-Five Dollars (\$158,355.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Fifteen Thousand Eight Hundred Thirty-Five Dollars(\$15,835.00)** 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's total reimbursement for Reimbursable Expenses shall not exceed three-thousand five-hundred dollars (\$3,500) which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. "Reimbursable Expenses" do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions. Reimbursable Expenses does not include subcontractor fees, which are included in the costs presented in Exhibit B; District agrees to pay subcontractor fees inclusive of a 10 percent pass-through charge.

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,

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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 a combined single limit not less than \$1,000,000 each occurrence; (iii) worker’s compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor’s insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

EXHIBIT A

Scope of Services

3 Scope of Work

3.1 Project Understanding

The District proposes demolition of the Paul Robeson and Ethel Moore Buildings, respectively located at 1025 2nd Avenue and 121 East 11th Street in Oakland, Alameda County. The District also proposes potential redevelopment of the 1025 2nd Avenue site with affordable workforce housing, however, as documented in the addenda to the RFQ/P, the workforce housing project is not included in this scope of work.

Building demolition would occur between the first and third quarters of 2027. According to the RFQ/P, both buildings were used as District administrative offices until 2013, when a major water leak caused extensive flooding and structural damage to the Robeson Building. The buildings have since been vacant and experienced significant deterioration, vandalism, and repeated fires. Multiple formal inspections by the Oakland Fire Department and structural engineers have determined that the buildings have compromised structural systems, high fire risk, and potential for partial or total collapse in seismic events. As a result, the Fire Department “red-tagged” both buildings in August 2025.

Both buildings are eligible for listing on the California Register of Historical Resources (CRHR). They are also listed on the City of Oakland’s local register of historic resources. Both buildings are presumptive historical resources under CEQA Guidelines Section 15064.5(a).

The District is currently working with a private development team to conduct constraints analysis for the potential affordable workforce housing. The analysis will include a Phase I Environmental Site Assessment, preliminary geotechnical analysis, and a utility capacity study. Development plans are not available at this time.

3.2 CEQA Approach

The purpose of the proposed demolition of the Robeson and Moore buildings is related to the imminent danger they pose to public safety. Terraphase understands that the District would demolish the buildings regardless of the potential residential redevelopment. As stated in amendments to the RFQ/P, the District is requesting that services are limited to those related to the demolition of the buildings.

Per the RFQ/P, the District requests an initial evaluation on whether the proposed building demolition activity can be exempt from CEQA. Under this task, Terraphase will prepare a technical memorandum that includes discussion of the tasks below and a conclusion on the applicability of a CEQA exemption for the proposed building demolition activity:

- Evaluate whether character defining features of the buildings that contribute to their historical significance have been compromised by fires and activities at the buildings;
- Evaluate the applicability of:
 - CEQA Guidelines Section 15301(l), which is a categorical exemption for demolition of existing buildings;
 - CEQA Guidelines Section 15300.2(f), which concerns an exception related to historical resources for categorical exemptions; and



- CEQA Guidelines Section 15269, which is a statutory exemption for emergency projects.

If the memorandum concludes that the proposed demolition can be exempt from extended environmental review, the memorandum will be part of the administrative record to support a Notice of Exemption (NOE) for the demolition of the buildings.

If it is determined that the proposed demolition cannot be exempt from CEQA, the activity will likely require the preparation of an Environmental Impact Report (EIR). An EIR would be required as the demolition of a historical resource constitutes a material alteration inconsistent with the Secretary of the Interior's Standards (SOIS) for Rehabilitation of Historic Buildings, and per CEQA Guidelines Section 15064.5(b), cannot be mitigated to below significance (i.e., a Mitigated Negative Declaration would not be applicable).

Depending on the status of the affordable workforce housing development plans, it is possible the EIR could evaluate the proposed building demolition activity and the affordable workforce housing development project. However, it is also possible that the District prepare a separate CEQA document for the workforce housing project, if substantial evidence exists that the activities are independent of one another. As noted above, Terraphase understands that the demolition is required due to safety concerns, irrespective of future development. In accordance with District guidance provided in Addenda 2 and 3, the scope of work presented herein is limited to documentation for the demolition project; if, in the future, additions are made to the project to include site redevelopment, Terraphase will provide a revised scope and cost.

In 2025, the Governor approved several statutory exemptions for affordable and workforce housing projects, including Assembly Bill (AB) 130, Senate Bill 131, and AB 1021. AB 1021, in particular, is specific to affordable workforce housing on school district-owned properties. It is very possible that the District's proposed workforce housing development will qualify for one or more of these exemptions.

3.3 Proposed Scope of Work

The work scope below generally follows Section D, Statement of Work, of the RFQ/P. Some of the tasks have been reorganized and consolidated to reflect the anticipated flow of the environmental process; other tasks have been modified to capture requirements not specified in the RFQ/P. The scope of work includes the following tasks and subtasks. A full description of the scope of work is provided in Attachment 1.

- **Task 0. Project Management and Coordination:** Provide overall project oversight including schedule confirmation, stakeholder coordination, progress meetings, and periodic status updates through completion of the CEQA process.
- **Task 1. Project Initiation / Project Description and Environmental Strategy:** Conduct a kickoff meeting, perform a site visit, and prepare a draft Project Description and environmental strategy to support CEQA compliance.
- **Task 2. Preliminary CEQA Assessment:** Prepare a technical memorandum evaluating the applicability of categorical and statutory exemptions, including emergency project provisions and historical resource considerations.
 - **Task 2A. Historical Resources Evaluation Update:** Update historical resource evaluations for the Paul Robeson and Ethel Moore Buildings and prepare DPR 523 forms to support CEQA analysis.



- **Task 2B (Optional). Statutory Exemption for Demolition Activity:** Prepare CEQA exemption documentation, including the Notice of Exemption and Board resolution, if demolition qualifies for a statutory exemption.
- **Task 3. Development Team Coordination:** Coordinate with the District’s Affordable Workforce Housing Development Team to support information exchange related to potential future development.
- **Task 4. CEQA Determination (Initial Study):** Prepare a Draft Initial Study analyzing potential environmental impacts of the demolition project to support either an MND or EIR pathway.
 - **Task 4A. Air Quality and Greenhouse Gas Emissions:** Analyze short-term demolition-related air quality, GHG emissions, and health risks in accordance with Bay Area Air District guidelines.
 - **Task 4A-1 (Optional). Toxic Air Contaminants Health Risk Assessment:** Prepare a stand-alone health risk assessment using dispersion modeling if screening indicates potential elevated health risks.
 - **Task 4B. Cultural Resources and Tribal Consultation:** Update the previously conducted cultural resources study with a new records search from the Northwest Information Center at Sonoma State University and NAHC. Assist the District with tribal consultation with the preparation of consultation letters, assist with coordination and documentation, and if requested, consultation meetings.
 - **Task 4C. Noise and Vibration:** Evaluate demolition-related noise and vibration impacts and identify mitigation measures consistent with City of Oakland requirements.
 - **Task 4D. Tree Report:** Prepare a tree survey and report identifying protected trees on District property in accordance with City of Oakland regulations.
- **Task 5. Mitigated Negative Declaration:** Revise the Initial Study and prepare an MND if impacts can be mitigated to less-than-significant levels. Tasks 5A through 5D include circulation of the Initial Study/MND, response to comments, preparation of a Mitigation Monitoring and Reporting Program and preparation of Board documents and Notice of Determination.
- **Task 6. Environmental Impact Report Determination:** Prepare a Notice of Preparation and revised Initial Study if an EIR is required based on identified significant impacts. Tasks 6A through 6D include circulation of the Initial Study/Notice of Preparation, an optional task for a virtual EIR scoping meeting, preparation of an Administrative Draft EIR, circulation of the Draft EIR, response to comments, preparation of a Mitigation Monitoring and Reporting Program, preparation of Findings of Fact and Statement of Overriding Considerations, and preparation of Board documents and Notice of Determination.

3.4 Proposed Schedule

Terraphase is committed to expediting the CEQA process for the District. The schedules for the MND and EIR processes assume preparation of the Initial Study will not commence until Task 2, Preliminary CEQA Assessment, is completed. It is possible that Task 2 can be completed with a pending Historical Resources Evaluation within 3 weeks of the notice to proceed. For purposes of budgeting, we have assumed the following schedules:

- Base Scope (Tasks 1-4E): 16 weeks



- MND (Tasks 1-5D): 28-32 weeks
- EIR (Tasks 1-4E and Task 6): 36-40 weeks

The schedules assume timely review of draft documents by the District Project Team and that requested Project information and decision-making are timely.

Moreover, if the proposed building demolition activity qualifies for either a categorical and/or statutory exemption, the schedules will be further reduced.

4 Litigation History

There are no judgments against Terraphase nor any other evidence of liability of Terraphase during the past 5 years preceding this response to the RFQ/P.

Terraphase’s 5-year summary of litigation, arbitration, and negotiated/settled history with previous clients is provided below.

Entity Bringing Suit: Terraphase Engineering Inc.	
Complaint:	Breach of contract
Accusation:	Contract was breached; client did not inform Terraphase of any issues with invoices and failed to pay them.
Outcome:	Dispute is currently active.

5 Estimate Cost Proposal

The anticipated fees to complete the environmental and technical services outlined in this proposal are presented in Table 1. The fees represent our best estimates of the level of effort required to complete the work in a professional and timely manner.

- Base Scope Cost Estimate
 - Without Optional Tasks: \$89,848 (\$98,833 with 10% contingency)
 - With all Optional Tasks: \$103,570 (\$113,927 with 10% contingency)
- MND Cost Estimate
 - Without Optional Tasks: \$107,542 (\$118,296 with 10% contingency)
 - With all Optional Tasks: \$118,697 (\$130,567 with 10% contingency)
- EIR Cost Estimate
 - Without Optional Tasks: \$141,900 (\$156,090 with 10% contingency)
 - With all Optional Tasks: \$158,355 (\$174,190 with 10% contingency)

The fees are based on Terraphase’s Standard Fee Schedule (Table 2), which includes a 10 percent discount for our school district clients. Subconsultant fees and other direct costs, such as project supplies and rental equipment, etc. will be itemized and billed at our cost plus a ten percent (10%) handling charge. Vehicle mileage is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).



Attachment 1

Scope of Work - Detail



This attachment provides a detailed description of the scope of work discussed in Section 3.3.

Task 0. Project Management and Coordination

The Project Manager will be the point-of-contact and provide direct communication with the District and Project team regarding follow-up actions, status of deliverables, and review comments on the deliverables. The Project Manager will be available for progress update meetings and continuous coordination with the Project team and subconsultants until the completion of the CEQA process.

The Project Manager will confirm the schedule for completing the CEQA process. The schedule will include Project milestones and identify actions by the Terraphase team and District to ensure the environmental process moves forward efficiently and expeditiously. The Project Manager will prepare periodic status update communications, as needed, and will work with District staff to ensure the accuracy and completeness of reports, presentations, and resolutions.

Assumptions:

- For budgeting purposes,
 - Project management for Base Scope (Tasks 1-4E): Assumes 1.5 hours per week for approximately 16 weeks total
 - Project management for MND (Tasks 1-5D): Assumes approximately 28 weeks total (Base Scope hours plus 12 more weeks at 1 hour per week)
 - Project management for EIR (Tasks 1-4E and Task 6): Assumes approximately 36 weeks total (Base Scope hours plus 20 more weeks at 1 hour per week)

If the project extends beyond the anticipated schedule for each phase, a budget amendment may be submitted.

- Project meetings beyond those identified in this proposal will require a scope and budget amendment.

Deliverables:

- Ongoing Project Management and Coordination by the Project Manager

Task 1. Project Initiation/Project Description and Environmental Strategy

Project Kickoff Meeting. Upon notice-to-proceed by the District, the Project Manager and Architectural Historian will attend a virtual kickoff meeting with District staff and the Project team. At the meeting, we will discuss the District's proposed activities that are subject to CEQA, including the proposed building demolition activity and potential workforce housing development. We will request and discuss the bullet items listed below, including the phasing and construction schedules of both activities, known issues of concern, CEQA compliance and approach, and the Project schedule and milestones. We will confirm proper communication protocols between Terraphase, the District Project team, and other agencies, including the City of Oakland, if appropriate. Terraphase will provide meeting notes, the Project schedule, and an action item list based on decisions made at the meeting.



Project Description. Terraphase will conduct a site visit and draft the Project description, which will be submitted to the District for approval prior to the start of the technical analysis. The following information will be requested for developing the Project description and/or to support the environmental analysis:

- Documentation supporting the District’s declaration that the proposed demolition is an “Emergency Project” under CEQA Guidelines Section 15269(c).
- Documentation of the Site’s recent history, District actions and activities at the Site, including the status of the Marcus Foster Educational Leadership Complex Project, and how the proposed demolition of the buildings might or might not be related to future site planning efforts to establish independent utility of the proposed demolition activity and affordable housing development project, if applicable.
- Property ownership (District or City of Oakland) and potential City permits, if applicable.
- Building demolition plans (approved by DSA or City) and activities that would be conducted prior to and after building demolition, including hazardous materials testing and removal and trenching and backfilling, if required.
- Demolition activities, including the amount of soil removal and remediation, if any. Construction equipment and process, if applicable, access, staging, and parking.
- Demolition schedule and phasing, if applicable.
- Current or previously prepared technical studies for the Project site, including but not limited to historical resources studies, Phase I Environmental Site Assessments, geotechnical investigations, drainage plans and hydrology studies, if available.

Deliverables:

- Agenda and meeting notes, and action items (digital format)
- Draft Project Description for proposed demolition project (digital format)

Meetings:

- Virtual kickoff meeting

Task 2. Preliminary CEQA Assessment

Terraphase will prepare a technical memorandum that will include the following:

- Evaluation of whether Categorical Exemption Class 1, Existing Facilities, (CEQA Guidelines Section 15301(l)) is applicable for the proposed building demolition activity,
- Professional opinion on the applicability of "Historical Resource Exception" (Section 15300.2(f)) for the Project, and
- Evaluation of the applicability of CEQA Section 15269 for emergency projects for the Project.

An update to the Historical Resources Evaluation of the buildings’ character defining features (see Task 2A) will be attached to the memorandum. The memorandum will include a conclusion on whether the proposed demolition activity can be exempt from extended environmental review under CEQA. If



appropriate, the memorandum will be part of the administrative record to support a Notice of Exemption for the proposed demolition of the buildings.

Assumptions:

- The findings on the Preliminary CEQA Assessment will require the completed Historical Resources Evaluation (Task 2A).

Deliverables:

- Draft and final technical memorandum (digital format)

Task 2A. Historical Resources Evaluation Update

Considering the potential changes that have occurred to the buildings from the fires, Terraphase will retain an architectural historian from Archaeological/Historical Consultants (A/HC), a **Small Local Business Enterprise** who conducted the previous evaluation to reevaluate the historical significance of the Paul Robeson and Ethel Moore Buildings. In 2018, A/HC prepared historical resources evaluations for both buildings when the District proposed rehabilitation of the buildings for the previously proposed Marcus Foster Education Leadership Campus project. A/HC will update the Historical Resources Evaluation (HRE) reports.

A/HC will visit both buildings for architectural field recordings. They will take photographs, notes, and measurements as needed. These will form the basis for updated building descriptions. The prior historical research and evaluations by Michael Corbett (2017) and the lists of character-defining features produced by A/HC (2018) will be reviewed and any additional research required to update the evaluations will be gathered. The evaluations and character-defining features of the Moore and Robeson buildings will be updated considering their current condition. A technical memorandum will be produced for each building that explains the study methodology, results, and proposed findings to support the CEQA analysis.

A/HC will prepare California Department of Parks and Recreation (DPR) 523 forms for the Moore and Robeson buildings using the California Office of Historic Preservation's guidelines for recording historic resources; DPR 523 forms were not prepared for the previous evaluations. The assessment will support either the Exemption or EIR.

Assumptions:

- In accordance with Addendum 2, this scope of work does not include services or fees associated with the City of Oakland Demolition Findings for Category I Historic Properties.

Deliverables:

- Draft and final historical resources re-evaluation (digital format)

Task 2B (Optional). Statutory Exemption for Demolition Activity

If Task 2 concludes that the proposed building demolition activity qualifies for a CEQA exemption, Terraphase will prepare documentation in support of the exemption. Task 2B assumes the Project will



qualify for a statutory exemption, which does not require evaluation pursuant to CEQA Guidelines 15300.2, which are exceptions to categorical exemptions. Terraphase will prepare documentation supporting the exemption, the Notice of Exemption (NOE), and the Board resolution for proposed demolition of the Paul Robeson and Ethel Moore Buildings. This task does not include time for project management efforts or filing fees.

Deliverables:

- Draft and final NOE (digital format)

Task 3. Development Team Coordination

It is assumed the data request related to the potential affordable and workforce housing development is provided under Task 1, above. Four hours of the Project Manager's time has been allocated to provide further coordination with the District's Asset Management and Real Property consultants.

Assumptions:

- Four hours of the Project Manager's time has been allocated to coordinate with the Affordable Workforce Housing Development Team.

Deliverables:

- Coordination with the Development Team

Task 4. CEQA Determination (Initial Study)

Per Task 4 of the RFQ/P, Terraphase will prepare a Draft Initial Study will support either a Mitigated Negative Declaration or a Notice of Preparation for an Environmental Impact Report. In accordance with the Addenda to the RFQ/P, it is assumed the Initial Study and technical studies (Tasks 4A – 4E) will evaluate the building demolition activity only, however, if requested, this scope and cost may be modified to also evaluate the potential residential development.

The Initial Study will include environmental checklist questions in CEQA Guidelines Appendix G, as amended, including the following topics:

- | | | |
|----------------------------------|-------------------------------|-----------------------------|
| • Aesthetics | • GHG Emissions | • Public Services |
| • Agriculture/Forestry Resources | • Hazards/Hazardous Materials | • Recreation |
| • Air Quality | • Hydrology/Water Quality | • Transportation |
| • Biological Resources | • Land Use/Planning | • Tribal Cultural Resources |
| • Cultural Resources | • Mineral Resources | • Utilities/Service Systems |
| • Energy | • Noise | • Wildfire |
| • Geology/Soils | • Population/Housing | • Mandatory Findings |

The Initial Study will clearly identify the proposed project and describe the environmental setting. A detailed analysis of each environmental topic will be provided, and discussions of the existing baseline and post-construction conditions will be provided. The Initial Study will also consider direct, indirect, and



cumulative impacts, with clearly substantiated findings for each checklist question. Mitigation measures will be proposed where necessary to reduce impacts to a less-than-significant level.

The analysis will be based on available literature, including, but not limited to, the City of Oakland General Plan, General Plan EIR, Conditions of Approval, applicable development codes, and the technical analysis outlined in this scope (Tasks 2A, 4A-4E). Terraphase will submit the Administrative Draft Initial Study to the District for review and comment. If significant revisions or new information are introduced by the District during document preparation, a budget amendment may be required to update the analysis.

Assumptions:

- Initiation of this Task will require the District's confirmed direction on the CEQA Compliance Pathway and Project Description prior to initiation of the Initial Study and Technical Studies (Tasks 4, 4A-4D).
- Changes on the direction of the scope of the evaluation and project description features (Task A) after the start of the Initial Study may require a budget amendment.

Deliverables:

- Draft Initial Study (digital format)

Task 4A. Air Quality and Greenhouse Gas (GHG) Emissions

Terraphase will prepare the air quality and GHG emissions impact analysis for inclusion in the CEQA document. Based on preliminary review of the proposed project, the primary air quality concern would be the temporary increase in criteria air pollutant emissions associated with demolition activities. The analysis will be conducted in accordance with the 2022 Bay Area Air District's (BAAD) CEQA Air Quality Guidelines.

Criteria air pollutant and GHG emissions associated with demolition will be estimated using the current version of the California Emissions Estimator Model (CalEEMod). Terraphase will incorporate project-specific construction assumptions, including demolition duration, debris export volumes, and off-road equipment usage. A data request template will be provided to facilitate efficient collection of project-specific inputs, if available. Because no redevelopment is currently proposed, the analysis will focus on short-term construction-related emissions.

Terraphase will evaluate potential health risks to nearby sensitive receptors in accordance with BAAD guidance. A screening-level assessment of toxic air contaminant (TAC) emissions from demolition equipment and haul trucks will be conducted to determine whether a refined health risk assessment is warranted. Given the short-term nature of demolition activities, health risks are expected to be low; however, this will be confirmed through quantitative screening or qualitative analysis, as appropriate. If warranted, Terraphase will estimate potential cancer risk and non-cancer hazard impacts and compare results to applicable BAAD thresholds. Feasible mitigation measures will be identified, as needed. A refined, stand-alone HRA can be prepared as an optional task at the District's direction if screening results or agency review indicate the need for more detailed analysis.



BAAD does not identify a specific threshold of significance for construction-related GHG emissions. Terraphase will quantify GHG emissions associated with demolition to disclose emissions for informational purposes and will provide a qualitative discussion of consistency with applicable climate policies and plans.

Results of the CalEEMod modeling and associated analysis will be incorporated directly into the CEQA document. Estimated criteria pollutant emissions will be compared to BAAD thresholds of significance, and applicable standard conditions and mitigation measures will be identified, as needed, to reduce impacts to less-than-significant levels.

Task 4A-1 (Optional). Toxic Air Contaminants Health Risk Assessment

Terraphase can prepare a stand-alone Toxic Air Contaminant (TAC) Health Risk Assessment (HRA) to evaluate potential health impacts to nearby sensitive receptors associated with project-related emissions or nearby sources, as appropriate. This optional task would be initiated at the District's direction if screening-level analysis indicates the potential for elevated health risks or if requested by the lead agency.

The HRA will be conducted in accordance with guidance from the Office of Environmental Health Hazard Assessment (OEHHA), the California Air Resources Board (CARB), and the BAAD, as well as other applicable regulatory sources. Emission estimates will be developed using recommended emission factors from CARB, BAAD, the U.S. Environmental Protection Agency (USEPA), and other relevant sources. Where detailed source information is not available, conservative assumptions will be applied to estimate emissions and source parameters.

Air dispersion modeling will be conducted using the USEPA's preferred model, AERMOD, with appropriate local meteorological data to estimate ambient pollutant concentrations. Health risk calculations will incorporate OEHHA toxicity values and exposure parameters to evaluate potential cancer risk, chronic and acute hazard indices, and PM_{2.5} concentrations at identified sensitive receptor locations. Results will be compared to applicable BAAD thresholds of significance.

Task 4B. Cultural Resources and Tribal Consultation

Preparation of an MND or EIR triggers tribal consultation under AB 52, codified in Public Resources Code Section 21080.3.1. AB 52 establishes a formal process for consultation between CEQA lead agencies and California Native American tribes. Terraphase will submit a request to the Native American Heritage Commission (NAHC) for a search of the Sacred Lands File and a list of Native American contacts who may have knowledge of cultural resources in or near the Project site. A separate list of contacts appropriate for AB 52 consultation will also be requested. Additionally, Terraphase will update the previously conducted cultural resources study with a new records search from the Northwest Information Center at Sonoma State University and NAHC.

In coordination with the District, Terraphase will prepare draft consultation letters for tribes that have either previously requested AB 52 notification or are identified by the NAHC. These letters will invite



tribes to participate in consultation with the District. Because tribal consultation must occur on a government-to-government basis, Terraphase will provide suggested letter text for issuance under District letterhead. Terraphase will assist by emailing and mailing the letters on the District's behalf and will maintain a correspondence log. Should any tribes respond and request consultation, the District will lead the process. For budgeting purposes, we have assumed four hours to attend (virtual) consultation meetings to support the District, if requested.

Task 4C. Noise/Vibration

Terraphase will evaluate potential impacts related to noise and vibration in a technical study. Potential noise and vibration impacts during project demolition and construction will be evaluated to determine compliance with applicable thresholds. Terraphase assumes that the District and/or Housing Development Team will provide information on the proposed demolition activities (e.g., schedule and equipment list) and construction. As needed, applicable City of Oakland standard conditions of approval will be identified as Project mitigation to reduce any potentially significant noise impacts to less-than-significant levels.

Task 4D. Tree Report

Per Addendum No. 1, Terraphase will retain a qualified certified arborist to conduct a tree survey and report for the identification of protected trees as defined by the City of Oakland. Existing trees to be surveyed are located inside the District property fronting the water channel.

Deliverables (Tasks 4A – 4D):

- Draft and final technical studies (digital format)

Task 5. Mitigated Negative Declaration

If the Draft Initial Study concludes that potentially significant impacts can be mitigated to less than significant levels, the District will prepare a Mitigated Negative Declaration (MND). Terraphase will update the Initial Study prepared under Task 4 and MND based on District comments. We assume one round of comments and eight hours of the Project Manager's time to address the Project team's comments on the Initial Study and MND.

Deliverables:

- Revised Initial Study/MND – digital format

Task 5A. Circulate Initial Study/MND

Once the District approves the final draft, Terraphase will edit and format the file for accessibility and reproduction, as needed. Terraphase will work with the District to create a distribution list and prepare a Notice of Intent (NOI) to adopt the MND in accordance with CEQA Guidelines Section 15072. The NOI will summarize the project and findings of the Initial Study/MND and clearly identifying the public comment period, contact person, and submission instructions. Upon District approval, Terraphase will upload the Initial Study and MND to distribute the NOI to up to 10 recipients, including responsible and trustee agencies, interested parties, and individuals identified in consultation with the District.



Terraphase will prepare a Notice of Completion (NOC) and Notice of Intent to adopt the Initial Study and MND. We will file the NOI with the Alameda County Clerk-Recorder will upload the MND to the State Clearinghouse's CEQASubmit website. It is assumed the District will publish the NOI in a newspaper of general circulation such as East Bay Times, pursuant to Public Resources Code Section 21092 and post the NOI and MND on the District's website

Deliverables:

- Final Initial Study/MND – digital format
- Notice of Intent and Notice of Completion – digital format
- Distribute 10 copies of the NOI to agencies and interested parties
- File with the Alameda County Clerk-Recorder and State Clearinghouse

Task 5B. Response to Comments

Following the close of the MND public review period, Terraphase will prepare Responses to Comments received on the MND. Comments that do not pertain to the adequacy of the environmental analysis will be acknowledged but may not receive a detailed response unless deemed necessary by the District. Responses will be developed in coordination with the District and the Project team. Each comment will be assigned a unique reference number, and responses will be clearly linked to the corresponding comment. Any necessary changes to the Initial Study or MND text or graphics will be incorporated either directly in the responses or in an errata section.

A not-to-exceed budget of eight hours of Project Manager time is allocated for this task. If a large volume of comments is received or if certain comments require substantial additional research or analysis, the initial budget may be insufficient. In such cases, Terraphase will notify the District before exceeding the allocated hours to determine an appropriate course of action.

Deliverables:

- Response to Comments (MS Word and PDF formats)

Task 5C. Mitigation Monitoring and Reporting Program

Terraphase will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097. The MMRP will:

- Identify each mitigation measure adopted to reduce or avoid significant environmental effects
- Specify the timing of implementation
- Designate the responsible parties for monitoring and/or reporting

The MMRP will be formatted for inclusion in the staff report and for adoption by the decision-making body.

Deliverables:

- MMRP (digital format)



Task 5D. Board Documentation and Notice of Determination

Terraphase will prepare the draft text for the Board Report and Resolution recommending adoption of the MND, approval of the MMRP, and approval of the Project. Following Board action to adopt the MND and approve the Project, Terraphase will prepare the Notice of Determination (NOD). The NOD will include all required information in accordance with CEQA Guidelines and will be filed with both the State Clearinghouse and the Alameda County Clerk within five business days of Project approval, via overnight mail. It is assumed that the District will be responsible for payment of the California Department of Fish and Wildlife (CDFW) and Alameda County Clerk filing fees; therefore, these costs are not included in Terraphase's cost proposal.¹

Deliverables:

- Draft staff report and resolution (digital format)
- NOD (MS Word and PDF format)
- Filing with State Clearinghouse and Alameda County Clerk-Recorder

Task 6. Environmental Impact Report

If the Draft Initial Study concludes that potentially significant impacts cannot be mitigated to less than significant levels, the District will be required to prepare an EIR. Terraphase will prepare a Notice of Preparation (NOP) for the EIR. Consistent with CEQA Guidelines Section 15082(a)(1), the NOP will describe the proposed improvements and identify the Project location and probable environmental effects of the Project. It will also specify where responses can be sent on the scope of the Draft EIR, and the deadline for responding to the NOP. If the District decides to hold a public scoping meeting (see Optional Task 6b, Virtual Scoping Meeting), the NOP will also provide the date, time, and venue for the meeting.

Terraphase assumes the District will provide one round of comments on the Initial Study prepared under Task 4. Eight hours of the Project Manager's time has been budgeted to address the Project team's comments on the Initial Study and NOP.

Assumptions:

- For purposes of budgeting, it is assumed all environmental topics will be eliminated from the EIR, with the exception of Air Quality, Cultural Resources, Greenhouse Gas Emissions, Hazards/Hazardous Materials, Noise/Vibration, and Tribal Cultural Resources.

Deliverables:

- Revised Initial Study/NOP – digital format

¹ The [2026 CDFW filing fee](#) is \$3,043.75 for an MND; this is subject to change each calendar year. The Alameda County Clerk-Recorder's administration fee is \$50.



Task 6A. Circulate Initial Study/NOP

Once the District approves the final draft, Terraphase will edit and format the file for accessibility and reproduction, as needed. Terraphase will prepare a Notice of Completion (NOC) for the filing of the NOP with the State Clearinghouse. Terraphase will upload the NOP to the State Clearinghouse's CEQASubmit website and file the NOP with the Alameda County Clerk-Recorder.

Terraphase will work with the District to create a distribution list, and if requested, can assist with the mailing of the NOP. Our budget includes funds for direct expenses, such as for the reproduction and postage for the mailing of the NOP. It is assumed the District will advertise the NOP in a newspaper of general circulation, such as East Bay Times, pursuant to Public Resources Code Section 21092.

Deliverables:

- Final Initial Study/NOP – digital format
- Distribute 10 copies of the NOP to agencies and interested parties
- File with the Alameda County Clerk-Recorder and State Clearinghouse

Task 6B (Optional). Virtual EIR Scoping Meeting

Scoping meetings are not required for local projects. However, if requested, Terraphase will prepare for and conduct a virtual scoping meeting to gain agency and community input on the content of the EIR. We assume the scoping meeting will be via the District's online platform. Terraphase will prepare a PowerPoint presentation, and the Project Manager will be prepared to present at the meeting. We anticipate the presentation to include a quick overview of the CEQA and EIR processes, a description of the proposed demolition and improvements (if any – that it will be studied under a separate CEQA process), discussion on the scope of the EIR/NOP and technical studies underway, as applicable, and next steps for the EIR process. It is assumed the meeting would occur during the 30-day NOP comment period. Terraphase will prepare a summary of agency and public comments that will be incorporated into the Draft EIR. This work scope assumes that the noticing for the scoping meeting will be limited to the NOP and a separate notice specific to the scoping meeting will not be required. It is also assumed the District will provide the online meeting platform with recording capabilities.

Deliverables:

- Scoping meeting presentation, agenda, and meeting notes

Meeting:

- Virtual scoping meeting

Task 6C. Administrative Draft EIR

The EIR will include the following sections in accordance with Article 9. Contents of Environmental Impact Reports of the CEQA Guidelines:

- Executive Summary
- Introduction



- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- Cumulative Impacts
- Consideration of Significant Effects
- Project Alternatives
- Organizations and Persons Consulted
- Other CEQA-Mandated Sections

Key to a defensible and flexible EIR will be a comprehensive Project description that will be analyzed in each topical section of the document as follows: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this Project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from the Project, (d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds), (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, and (f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures. A conservative scenario approach will be followed for all analyses in the EIR.

The scope and budget assume the EIR will include detailed analysis of the following environmental topics: air quality, cultural resources, greenhouse gas emissions, hazards/hazardous materials, noise, and tribal cultural resources. All analysis will be supported by City of Oakland public documents, agency databases and records searches, and technical studies prepared by the District's Project team, such as a Phase I Environmental Site Assessment, geotechnical investigations, and those studies identified herein (see Tasks 2 and 4A-4D). The complete technical studies and supporting modeling information will be included in the EIR appendices.

Consideration of Significant Effects. As required by CEQA, the EIR will identify and focus on the significant effects of the Project and include the following discussions, as required by CEQA Guidelines Section 15126.2:

- Effects Found Not to Be Significant
- Significant Unavoidable Impacts
- Significant Irreversible Changes
- Growth-Inducing Impacts

The Effects Found Not to be Significant section will briefly address the following CEQA environmental topics: aesthetics, agriculture/forestry resources, biological resources, energy, geology/soils, hydrology/water quality, land use/planning, mineral resources, population/housing, public services, recreation, transportation, utilities/service systems, and wildfire. These issues are not anticipated to be



significant. Should these topics require expanded analysis, a scope and budget amendment may be required.

Alternatives to the Proposed Project. Alternatives to the Project will be defined and analyzed in compliance with CEQA Guidelines Section 15126(d) and in consultation with the District and Project team. In addition to the required “No Project” alternative, analysis of up to two development alternatives will be provided, including an alternative plan to preserve the historical buildings per SOIS guidelines.² Additional Project alternatives may require a budget amendment. Alternatives must be selected on the basis of their ability to: (1) avoid or reduce one or more of the Project’s significant impacts; and (2) feasibly attain most of the basic objectives of the Project. Alternatives considered but eliminated from further consideration will also be documented. The environmentally superior alternative will be identified; if it is the No Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Deliverables:

- Administrative Draft EIR (digital format)

Task 6D. Circulated Draft EIR

Task 6D assumes one round of comments. Eight hours of the Project Manager’s time has been budgeted to address comments. Terraphase will follow up with the District, Project team, and/or other government agencies as necessary to respond to comments and resolve any major areas of concern. If several iterations of review/revision are required due to factors beyond the control of Terraphase, the additional work would be considered out of scope and would require a budget augment.

Upon approval of the Draft EIR revisions, Terraphase will conduct final edits and ensure the electronic file is accessible. We will format and perform QA/QC of the document. We will reproduce and distribute copies of the Draft EIR to the State Clearinghouse, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list developed in consultation with the District. Terraphase will prepare the Notice of Availability (NOA) for District approval and file it with the Alameda County Clerk-Recorder. Terraphase will prepare the NOC and file it with the State Clearinghouse if Terraphase is approved as a Submitter. It is assumed the District will advertise the NOA in a newspaper of general circulation, such as the East Bay Times.

Deliverables:

- Final Draft EIR– digital format
- Distribute 10 copies of the NOA to agencies and interested parties
- File NOA and NOC with Alameda County Clerk-Recorder and/or State Clearinghouse

² This Project Alternative assume the Moore and Robeson buildings will be rehabilitated, as proposed for the Marcus Foster Educational Leadership Complex Project.



Task 6E. Final EIR: Response to Comments

Following the close of the Draft EIR public review period, Terraphase will draft responses to comments, in accordance with CEQA Guidelines Section 15089. The Response to Comments section of the Final EIR will contain an introduction describing the public review process for the Draft EIR, copies of all comment letters, and written responses to all comments. Each comment will be numerically identified with a reference number, and responses will refer to the comment reference numbers. Responses will focus on comments that address the adequacy of the Draft EIR. Comments that do not address EIR adequacy will be noted as such, and no further response will be provided unless deemed necessary by the District. Changes to the text or graphics of the circulated Draft EIR will be made either in the responses to comments and/or an Errata section. Responses will be prepared by Terraphase with input from our technical specialists, as needed.

An estimated budget of 8 hours of the Project Manager's time has been allocated for anyone on the Terraphase team to prepare responses to comments. The estimated budget assumes that no additional research will be required to respond to comments, and that the comments will be directed at the substance and technical adequacy of the EIR. Modification to the scope of work, budget, and time frame may be necessary if comments received are litigious in nature and/or require additional coordination with the District's attorney. The Final EIR will also include any revisions, updates, or corrections needed to respond to comments or address minor errors in the Draft EIR.

Terraphase will revise the Response to Comments section based on revisions provided by the District. Responses to comments from responsible agencies will be distributed a minimum of 10 days prior to consideration of the Final EIR by the Board of Education.

Deliverables:

- Administrative Draft Final EIR (digital format)
- Final EIR (10 hard copies, 10 overnight mailings, digital format)
- Distribution of the Response to Comments section to commenting agencies

Task 6F. Mitigation Monitoring and Reporting Program

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared pursuant to Section 15097 of the CEQA Guidelines. It will be presented in standard District format, if available, and will identify the significant impacts that would result from the Project, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the District department or other agency responsible for monitoring the mitigation effort and ensuring its success.

Deliverables:

- Draft and final MMRP (digital format), and 10 bound copies



Task 6G. Findings of Fact and Statement of Overriding Considerations

CEQA prohibits public agencies from approving or carrying out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. Terraphase will prepare Findings of Fact (FOF) in accordance with CEQA Guidelines Section 15091. We will also prepare a Statement of Overriding Considerations (SOC) in accordance with CEQA Guidelines Section 15093.

The findings required will be supported by substantial evidence in the record and may include:

- (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
- (2) Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.
- (3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

The SOC will include discussion the need to balance the environmental benefits of the project, as applicable, the economic, legal, social, technological, or other benefits, against its unavoidable environmental risks. If the decision makers find that the Project benefits outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

Deliverables:

- FOF and SOC (digital format)

Task 6H. Board Documentation and Notice of Determination

Terraphase will draft the Project’s staff report and resolution for the certification of the EIR, adoption of the MMRP, FOF, and SOC, and approval of the Project. It is assumed the Project Manager will not be attending the Board meeting. The NOD will be prepared for review by the District. Should the District certify the Final EIR and approve the Project, Terraphase will file the NOD with the State Clearinghouse and the Alameda County Clerk-Recorder. It is assumed the District will process a check for \$4,277.50 to file the NOD (\$50 County administration + \$4,227.50 [California Department of Fish and Wildlife filing fee for an EIR for 2026](#)).

Deliverables:

- Draft staff report and resolution (digital format)
- NOD
- File NOD with State Clearinghouse and County Clerk



EXHIBIT B

Hourly Rates

{SR801406}10

- MND (Tasks 1-5D): 28-32 weeks
- EIR (Tasks 1-4E and Task 6): 36-40 weeks

The schedules assume timely review of draft documents by the District Project Team and that requested Project information and decision-making are timely.

Moreover, if the proposed building demolition activity qualifies for either a categorical and/or statutory exemption, the schedules will be further reduced.

4 Litigation History

There are no judgments against Terraphase nor any other evidence of liability of Terraphase during the past 5 years preceding this response to the RFQ/P.

Terraphase’s 5-year summary of litigation, arbitration, and negotiated/settled history with previous clients is provided below.

Entity Bringing Suit: Terraphase Engineering Inc.	
Complaint:	Breach of contract
Accusation:	Contract was breached; client did not inform Terraphase of any issues with invoices and failed to pay them.
Outcome:	Dispute is currently active.

5 Estimate Cost Proposal

The anticipated fees to complete the environmental and technical services outlined in this proposal are presented in Table 1. The fees represent our best estimates of the level of effort required to complete the work in a professional and timely manner.

- Base Scope Cost Estimate
 - Without Optional Tasks: \$89,848 (\$98,833 with 10% contingency)
 - With all Optional Tasks: \$103,570 (\$113,927 with 10% contingency)
- MND Cost Estimate
 - Without Optional Tasks: \$107,542 (\$118,296 with 10% contingency)
 - With all Optional Tasks: \$118,697 (\$130,567 with 10% contingency)
- EIR Cost Estimate
 - Without Optional Tasks: \$141,900 (\$156,090 with 10% contingency)
 - With all Optional Tasks: \$158,355 (\$174,190 with 10% contingency)

The fees are based on Terraphase’s Standard Fee Schedule (Table 2), which includes a 10 percent discount for our school district clients. Subconsultant fees and other direct costs, such as project supplies and rental equipment, etc. will be itemized and billed at our cost plus a ten percent (10%) handling charge. Vehicle mileage is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).



Note: The RFQ/P did not request for potential CEQA exemptions for the proposed building demolition activity or the proposed affordable workforce housing project, however, Terraphase understands that the District is evaluating the feasibility of such a project at the site. The cost to prepare documentation to support the statutory exemptions would be less than preparation of the MND or EIR above and should be covered within the estimated fee for the Base Scope, as follows:

- NOE – Statutory Exemption for Building Demolition Activity (Task 2B): \$5,000. It is assumed that most of the documentation required to support Task 2B will be compiled under Task 2.
- NOE – Statutory Exemption for Affordable Workforce Housing NOE: \$15,000. While time has been allocated to coordinate with the housing development team (Task 3), documentation will not be available, and preparation of the exemption for the housing exemption will require substantially more work than the building demolition activity.



Table 1. EIR Cost Estimate

Tasks	Base Cost	MND	EIR
Labor			
Task 0. Project Management and Coordination	\$7,355	\$3,380	\$5,634
Task 1. Project Initiation/Project Description and Environmental Strategy	\$4,831		
Task 2. Preliminary CEQA Assessment	\$7,669		
Task 2A. Historical Resources Evaluation Update	\$18,424		
Task 2B. Statutory Exemption for Demolition Activity (Optional: \$5,000)	--		
Task 3. Development Team Coordination	\$1,127		
Task 4. CEQA Determination (Initial Study)	\$23,809		
Task 4A. Air Quality and GHG Emissions	\$7,634		
Task 4A-1. Toxic Air Contaminants Health Risk Assessment (Optional: \$11,155)	--		
Task 4B. Cultural Resources and Tribal Consultation	\$6,473		
Task 4C. Noise/Vibration	\$6,063		
Task 4D. Tree Report	\$4,963		
Task 5. Mitigated Negative Declaration		\$2,538	
Task 5A. Circulated Initial Study/MND		\$1,902	
Task 5B. Response to Comments		\$4,262	
Task 5C. Mitigation Monitoring and Report Program		\$1,858	
Task 5D. Board Documentation and NOD		\$2,254	
Task 6. Environmental Impact Report			\$2,538
Task 6A. Circulated Initial Study/Notice of Preparation			\$1,902
Task 6B (Optional). Virtual Scoping Meeting (Optional: \$5,300)			--
Task 6C. Administrative Draft EIR			\$22,201
Task 6D. Circulated Draft EIR			\$4,437
Task 6E. Final EIR: Response to Comments			\$4,262
Task 6F. Mitigation Monitoring and Report Program			\$1,858
Task 6G. Findings and Overriding Statement			\$4,966
Task 6H. Board Documentation and NOD			\$2,254
Reimbursables	\$1,500	\$1,500	\$2,000
Total (Without Optional Task)	\$89,848	\$17,694	\$52,052
Total (Without Optional Task) + Base Cost	--	\$107,542	\$141,900
Total (Without Optional Task) + Base Cost + 10% Contingency	\$98,833	\$118,296	\$156,090
Total (With Optional Task) + Base Cost	\$103,570	\$118,697	\$158,355
Total (With Optional Task) + Base Cost + 10% Contingency	\$113,927	\$130,567	\$174,190

Table 2. 2026 Hourly Billing Rate by Position

Labor Classification	Standard Hourly Rate	Hourly Rate with 10% Discount
Senior Principal	\$330	\$297.00
Principal Engineer/Scientist/Planner	\$313	\$281.70
Senior Associate Engineer/Scientist	\$293	\$263.70
Associate Engineer/Scientist	\$275	\$247.50
Senior Project Engineer/Scientist	\$262	\$235.80
Project Engineer/Scientist	\$244	\$219.60
Senior Staff 2 Engineer/Scientist	\$226	\$203.40
Senior Staff 1 Engineer/Scientist	\$205	\$184.50
Staff 2 Engineer/Scientist	\$181	\$162.90
Staff 1 Engineer/Scientist	\$158	\$142.20
Environmental Analyst 2	\$140	\$126.00
Environmental Analyst 1	120	\$108.00
Senior Technician	\$165	\$148.50
Technician 4	\$144	\$129.60
Technician 3	\$121	\$108.90
Technician 2	\$102	\$91.80
Technician 1	\$80	\$72.00
Senior Editor/Senior Project Coordinator	\$174	\$156.60
Editor 2/Project Coordinator 2/Accountant 2	\$154	\$138.60
Editor 1/Project Coordinator 1/Accountant 1	\$128	\$115.20
Administrator/Project Assistant/Billing Specialist	\$108	\$97.20

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

{SR801406}11

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

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

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

(Education Code §45125.1(h).)

I, as an Officer *[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: May 5, 2026

Name: Hank A. Galindo

Signature:  _____

Title: Chief Human Resources Officer

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.

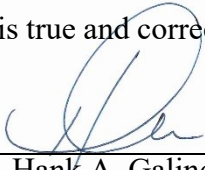
Entity Name: Terraphase Engineering Inc.
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, Hank A. Galindo [insert name], am the CHRO [insert "owner" or officer title] for Terraphase Engineering Inc. [insert name of business entity] ("Entity"), which entered a contract on _____, 2026, with the District for Oakland Unified.

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: May 5, 2026

Signature: 
Typed Name: Hank A. Galindo
Title: CHRO
Entity: Terraphase Engineering Inc.



Prime	Sub/Prime	Proposed SLBE Status	LBP Credit Given	Proposed Contract %	Minimum LBU Requirement Met	LBU Preference Points	Notes
Circle Point	Circle Point	n/a	LBE	79.00%	YES	2 Pts	City of Oakland - LBE Confirmed LBE Credit Given
	Archaeological/Historical Consultants	n/a	SLBE	6.00%			City of Oakland - SLBE Confirmed SLBE Credit Given
Total Proposed LBU Participation:				85.00%			SLRBE % 0.00% SLBE % 6.00% LBE % 79.00% This firm meets the minimum OUSD LBU recommendation.
Dudek	Dudek	SLBE	n/a		NO	0 Pts	No LBU Certification Information Provided
Total Proposed LBU Participation:				0.00%			SLRBE % 0.00% SLBE % 0.00% LBE % 0.00% This firm does not meet the minimum OUSD LBU recommendation.
Terraphase Engineering, Inc.	Terraphase	LBE	LBE	84.00%	YES	2 Pts	City of Oakland - LBE Confirmed LBE Credit Given
	Archaeological/Historical Consultants	SLBE	SLBE	10.00%			City of Oakland - SLBE Confirmed SLBE Credit Given
Total Proposed LBU Participation:				94.00%			SLRBE % 0.00% SLBE % 10.00% LBE % 84.00% This firm meets the minimum OUSD LBU recommendation.
Trinity Consultants	Trinity	n/a	n/a	0.00%	NO	0 Pts	No LBU Certification Information Provided
Total Proposed LBU Participation:				0.00%			SLRBE % 0.00% SLBE % 0.00% LBE % 0.00% This firm does not meet the minimum OUSD LBU recommendation.
Ultra Systems	Ultra Systems	n/a	n/a	0.00%	NO	0 Pts	No LBU Credit - Firm Outside of Geographic Location (Oakland)
Total Proposed LBU Participation:				0.00%			SLRBE % 0.00% SLBE % 0.00% LBE % 0.00% Proposed Contract Amount Falls Below LBU Threshold

LBU Recommendation

- Full LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- LBU Modification** - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
- LBU Reduction** - Based on the availability analysis, the LBU Requirement may be met with a modified 25% Cumulative Local Business Participation - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.
- LBU Complete Waiver** - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or 25% LBE requirement for this contract.
- LBU Exemption** - LBU Calculations provided for reference; Contract is exempt from LBU requirement however if firm awarded is a local firm, work may counted as an LBU Value Add for the District

LBU Participation Proposed: Based on the LBU Participation Worksheets submitted, the Compliance Team finds the following firms, if awarded this contract, would meet the expressed Local Business Participation recommendation for this scope.

Low/No LBU Proposed: Based on the LBU Participation Worksheets submitted, the Compliance Team finds the following firms did not meet the expressed 25% Local Business Participation. For this RFP, selection is at the discretion of the District.

Circle Point
Terraphase Engineering, Inc

Dudek
Trinity Consultants
Ultra Systems

Shannel H. Gibbs

Approval - LBU Compliance Officer



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) or Organization(s) Where Required By Written Contract</p>
--

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of “your work” for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to “bodily injury” or “property damage” arising out of your negligence when the following written contract requirements are applicable:
 - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of “your work” performed under a written contract with that person(s) or organization(s).
 - 3. The term “additional insured” is used separately and not collectively, but the inclusion of more than one “additional insured” shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	1025 2nd Avenue Demolition Project (Paul Robeson Building) CEQA	Site	310
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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	Zip	94612	
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 #	26008				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-28-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		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)	\$174,190
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	
Other Expenses		Requisition Number	

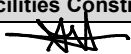
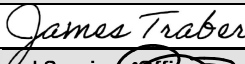

Budget Information

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
9658/9000	Fund 21, Measure Y	210-9658-0-9000-8200-5825-310-9180-9906-9999-26008	5825	\$174,190

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 of Facilities Construction				
	Signature 	Date Approved			
	Sara Nadal Hayes (May 5, 2026 11:05:16 PDT)				
2.	Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	5/1/2026		
3.	Chief Systems and Services Officer				
	Signature 	Date Approved			
	Preston Thomas (May 1, 2026 18:45:09 PDT)				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			