

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26-0687
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Enactment Number	
Enactment Date	



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

# Memo

**To** Board of Education

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

**Board Meeting Date** April 22, 2026

**Subject** General Services Agreement – Terraphase Engineering, Inc. – Skyline High School Lighting Replacement Project- Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of General Services Agreement between the District and **Terraphase Engineering, Inc., Oakland, CA**, for the latter to provide geotechnical and geohazard consulting services, including preparation of a geotechnical design report compliant with the 2025 California Building Code (CBC) and California Geological Survey (CGS) Note 48 for the **Skyline High School Lighting Replacement Project**, in the amount of **\$49,989.00 which includes a contingency fee of \$9,400.00**, as the selected consultant, with work scheduled to commence on **April 1, 2026**, and scheduled to last until **March 31, 2027**.

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

**LBP (Local Business Participation Percentage)** 100.00%

**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 geotechnical and geohazard consulting services, including preparation of a geotechnical design report compliant with the 2025 California Building Code (CBC) and California Geological Survey (CGS) Note 48 for the Skyline High School Lighting Replacement Project, in the amount of \$49,989.00 which includes a contingency fee of \$9,400.00, as the selected consultant, with work scheduled to commence on April 1, 2026, and scheduled to last until March 31, 2027.

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

**Attachments**

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



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 26-0687

**Department:** Division of Facilities Planning and Management

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

**Project Name:** Skyline High School Lighting Replacement Project      **Project No.:** **26006**

**Contract Term:**      Intended Start: 04-01-2026      Intended End: 03-31-2027

**Total Cost Over Contract Term:** \$49,989.00

**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.**

Provide geotechnical and geohazard consulting services, including preparation of a geotechnical design report compliant with the 2025 California Building Code (CBC) and California Geological Survey (CGS) Note 48.

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

If “No,” please answer the following questions:

How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under CUPCCAA 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**

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This general services agreement (“Agreement”) is made and entered into effective **April 01, 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”): provide geotechnical and geohazard consulting services, including preparation of a geotechnical design report compliant with the 2025 California Building Code (CBC) and California Geological Survey (CGS) Note 48 for the Skyline High School Lighting Replacement 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 specially qualified to provide the services required by the District.

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

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

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Forty-Nine Thousand Nine Hundred Eighty-Nine Dollars (\$49,989.00)**, which consists of a not-to-exceed amount of **Forty Thousand Five Hundred Eighty-Nine Dollars (\$40,589.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Nine Thousand Four Hundred Dollars (\$9,400.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

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

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or

failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with 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 contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the



**EXHIBIT A**

**Scope of Services**

Based on our preliminary research and review of available literature, the Site is mapped as being underlain by the Cretaceous-age Joaquin Miller Shale member of the Panoche Formation, generally composed of shale with thin interbeds of arkosic sandstone. Based on a brief review of historical aerial photographs and topographic maps, a fill canyon underlies the existing football field, track, and baseball field. Fill thickness in the vicinity of the proposed four light pole replacement locations is anticipated to be on the order of approximately 15 to 35 feet, with pole locations F-3 and F-4 being underlain by the deepest fills. Based on the date of original grading and construction of the campus (between 1958-1968) and standard earthwork techniques and practices of the time, we anticipate the fill underlying this portion of the campus to be undocumented. We have incorporated this subsurface data into our scope and budget to provide a tailored fieldwork approach based on the anticipated subsurface conditions.

### 2.6.1 Preliminary Work

- Reviewing readily available literature and maps to obtain background information on regional geology, site development, seismicity, and groundwater.
- Preparing applications for and obtaining applicable drilling permits from the Alameda County Department of Environmental Health.
- Performing a Site reconnaissance, marking out the Site, and contacting Underground Service Alert of Northern California (USA) to locate onsite public utility lines.
- Additionally, a private geophysical utility locator will be subcontracted to provide additional subsurface scanning to identify detectable underground utilities within the vicinity of the planned explorations. In the event a utility conflict is found, our exploration location(s) will be adjusted accordingly to avoid damage to the identified utility.
  - a. Concurrently, the geophysical team will perform a refraction microtremor (ReMi) survey to characterize the shear wave velocity of the upper 100 feet of subsurface materials for seismic site classification. The 2025 CBC requires that if the shear wave velocity in the top 100 feet is not measured, the seismic design loads for the structures be increased, so this step will provide cost savings to the District.

### 2.6.2 Field Investigation – Preliminary Geotechnical Subsurface Explorations

- Advancement of up to five geotechnical soil borings utilizing a track-mounted, limited-access drilling rig equipped with hollow stem augers, and hand tools/manual methods. A hand auger will be utilized when feasible in the upper 5 feet to provide additional mitigation against potential damage to existing utilities, if present.
  - Two borings will be advanced to a depth of approximately 40 feet below ground surface (bgs) or refusal.
  - Three borings will be advanced to a depth of approximately 6 feet or refusal.
- Logging of the borings by an engineer or geologist under the oversight of a California Professional Geologist for the purpose of characterizing subsurface materials and groundwater/seepage conditions.
- Collecting samples from the borings and transporting them to a subcontracted geotechnical laboratory for testing.
- Borings will be backfilled in accordance with the approved permit requirements and patched to match the existing surface. Asphaltic concrete (AC) surfaces will be patched with Aquaphalt<sup>®</sup>.

### 2.6.3 Geotechnical Laboratory Testing

Laboratory testing will be conducted on selected samples from the subsurface explorations to classify and evaluate the engineering properties of the encountered materials. Testing will be performed in accordance with the specifications of the American Society for Testing and Materials (ASTM) and Caltrans Test Methods (CTM). The following laboratory tests may be performed on selected soil samples encountered during the exploration.

- Atterberg Limits
- Direct Shear
- Moisture Content
- Soluble sulfate and corrosion analysis
- Materials Finer than No. 200 Sieve
- Particle-size distribution (gradation of soils)
- Expansion Index

Laboratory testing for chemical properties associated with any hazardous materials or substances that may be encountered is not included within this scope of services; in the event soil exhibits evidence of environmental contamination, additional fees for handling of the materials may apply.

#### 2.6.4 Engineering Review and Preliminary Report Preparation

The results of our field and laboratory programs will be evaluated and presented in a written report summarizing our conclusions and recommendations regarding the following:

- Subsurface conditions beneath the Site, including groundwater levels, if encountered.
- Potential geologic and seismic hazards, including liquefaction potential.
- Site-specific seismic design parameters in accordance with 2025 CBC.
- Excavation characteristics.
- Settlement considerations.
- Site preparation and grading.
- Temporary excavations and temporary shoring recommendations.
- Lateral earth pressures.
- Preliminary geotechnical design parameters for:
  - a. Bearing capacity.
  - b. Resistance to lateral loads.
  - c. Coefficient of friction and passive resistance.
  - d. Modulus of subgrade reaction.
  - e. Deep foundations, as appropriate.
- Expansive soils.
- Soil corrosivity.
- Geotechnical observations and testing.

Our preliminary recommendations will be consistent with sound engineering and geologic practices. They shall incorporate federal, state, and local laws, codes, ordinances, and regulations which, in our professional opinion, are applicable at the time that our professional services are rendered.

#### 2.6.5 Response to Comments

This proposal includes review and response to up to one round of formal review comments by a reviewing agency, and a response to comments letter and/or revised geotechnical investigation report. Additional rounds of comments will be charged on a time-and-material basis in accordance with our schedule of fees.

#### 2.6.6 CGS Application & Fee

As stated in the RFP and Addendum 1, we understand the District requests the geotechnical consultant to prepare and submit the CGS Form 1A for assessment of the prepared geotechnical investigation report. Terraphase will complete CGS Form 1A and pay the application fee.

#### 2.6.7 Project Management & Oversight

We propose primary project management duties be performed by Greg Wilson, PG, CEG, with technical assistance from Joe Schmidt, PE, and Christina Tretinjak, PG, CEG. Andy Guatelli, PE, GE, will provide principal-in-charge technical support and oversight throughout the project.

#### 2.6.8 Anticipated Schedule

We are prepared to begin our services upon receiving written authorization. We have outlined an anticipated schedule below. This schedule may need to be adjusted depending on Terraphase personnel and subcontractor availability, Site access constraints, and geotechnical laboratory workload and timelines. All times are referenced from the day authorization/notice to proceed is provided. The scheduling of our fieldwork will be dependent on school activities and may need to be performed on days when students are not on campus. Based on the anticipated notice to proceed April 23, 2026 (tentative per RFP) the next weekdays that students would not be on campus are May 25

and May 29. Alternatively, fieldwork could be performed on the weekends for additional cost which would be applied to the contingency budget.

- Department of Environmental Health (DEH) Permit application preparation activities will commence immediately upon receipt of written notice-to-proceed. Based on our experience, DEH permit applications may take approximately 10 business days to be processed; however, this is an estimate and processing times vary by county and office.
- Mark-out of the proposed subsurface exploration locations can be completed within approximately 1½ weeks following written receipt of notice-to-proceed.
- Geotechnical fieldwork can be scheduled within approximately 2 weeks following completion of mark-out activities, depending on subcontractor availability, permit issuance, and site access.
- Geotechnical laboratory testing can be completed within approximately 2 weeks following the completion of fieldwork.
- The final report can be submitted within approximately 1½ weeks following the completion of laboratory testing.

Terraphase will make every effort to provide our client with the most efficient schedule feasible and can provide preliminary information throughout our reporting process to aid the project design.

## 2.6.9 Supplemental Services

In addition, to the services listed in the referenced RFP, Terraphase would be happy to provide the following supplemental services that may be needed during the project. These services will be provided as requested by OUSD. Our proposed scope and associated budget for the supplemental services.

### 2.6.9.1 Supplemental Services (As-Needed) 1: Construction Phase Support

We understand the District requests basic services during construction, including review of contractor submittals for compliance with design intent, observations of soil placement and compaction and providing necessary evaluation required by DSA Form 293. Services under this option include the following:

- If needed, response to RFIs during construction will be billed on a time-and-materials basis in accordance with our fee schedule.
- Observations and testing of compacted soils associated with subgrade and/or trench backfill operations associated with the new pole installations. Sixteen hours (two days) of on-site observation have been assumed for this purpose.
- Performance of up to (one) modified proctor test of representative backfill material following ASTM D 1557. This test will be performed by a subcontracted geotechnical laboratory.
- Completion and submission of DSA Form 293 and upload to DSA box.

### 2.6.9.2 Supplemental Services (As-Needed) 2: Environmental Soil Testing

As a supplemental option, Terraphase proposes to collect four composite soil samples to provide environmental characteristic data from four of the planned soil borings. For the two deeper soil borings, the composite samples will be generated from discrete samples collected at the following depth intervals: 1 to 1.5, 5 to 5.5, 10 to 10.5, and 15 to 15.5 feet bgs. For the two shallow soil borings, the composite samples will be generated from discrete samples collected at the following depth intervals: 1 to 1.5, 2 to 2.5, 4 to 4.5, and 5.5 to 6 feet bgs.

The discrete samples will be submitted to a laboratory for laboratory compositing and the composites will be analyzed for the following:

- Title 22 Metals by EPA Method 6010B/7471A;
- Volatile organic compounds (VOCs) and total petroleum hydrocarbons as gasoline (TPH-g) by EPA Method 8260B<sup>1</sup>;
- TPH as diesel and motor oil by EPA Method 8015;
- Organochlorine pesticides by EPA Method 8081A;
- Polychlorinated biphenyls (PCBs) by EPA Method 8082;
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270C; and
- Asbestos by California Air Resources Board Test Method 435.

Terraphase notes that reuse receiving facilities may have more stringent sampling requirements. Additionally, landfills and receiving facilities may require the data to be verified with additional samples collected and analyzed at or near the time of excavation.

Following receipt of the final laboratory analytical data, Terraphase will prepare a brief memorandum that summarizes the results of the soil sampling and analysis. The memorandum will include a description of the sampling and laboratory analytical methods used, the laboratory analytical results, tabulated data with concentrations compared to relevant regulatory screening criteria for waste characterization, figures showing the sampling locations and results, and conclusions and recommendations.

### 2.6.10 Assumptions

Terraphase has developed this scope of work and the cost estimate under the following assumptions:

- In order to protect the condition of the existing rubberized track surface, borings at proposed pole locations F-3 and F-4 will be hand-excavated utilizing manual equipment. This method will avoid the mobilization of heavy equipment and pick-up trucks over the existing track and eliminating the chance of damaging the track surface.
- The District and/or facilities personnel will provide access to the Site as required. Work hours will be during normal daylight business hours, Monday – Friday, between 7:00AM PDT and 5:00PM PDT. If after-hours or weekend work becomes required, subcontracted and Terraphase field labor costs will be subject to a 1.5x surcharge in accordance with the master services agreement.
- Explorations will be located in such a manner to avoid conflicts with existing underground utilities as delineated by the Underground Service Alert of Northern California and the findings of the subcontracted private locator.
- Fieldwork (drilling and sample collection) can be completed over the course of one working day.
- A Terraphase representative will be onsite while work is being conducted by the subcontracted private locator and driller. A Terraphase representative will not be present during USA locate works.
- The drilling subcontractor costs are valid for up to 90 days; Terraphase labor rates are valid through the end of 2026.
- No structures or subterranean structures (e.g., buildings, basements, underground parking, etc.) are planned as part of this development.
- The quantity and type of geotechnical laboratory tests are subject to change depending on actual subsurface conditions encountered.
- Final report will be reviewed and stamped by a California Geotechnical Engineer and Engineering Geologist.
- Supplemental Services 2 Environmental Soil Testing will be performed concurrently with the geotechnical fieldwork. If additional mobilization is required to complete these services, additional budget will be needed.
- The scope and fee presented herein includes responding to one round of formal comments by a reviewing agency via a response to comments letter and/or a revised geotechnical report. If needed, a scope and fee to address additional rounds of comments by a reviewing agency may be provided upon request.

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<sup>1</sup> A single sample from each boring will be analyzed for VOCs and TPH-g. The sample will be collected with a TerraCore sampler, or equivalent.

- Our budget estimate is based on understanding the project is subject to California Prevailing Wage requirements.
- Attendance of ongoing or weekly meetings is not included in this scope of work. If regular meeting attendance is requested, Terraphase can provide a scope and budget for those services.
- Scheduling of work will commence upon receipt of Notice to Proceed (NTP), and we can conduct work during school days as long as the work areas are delineated to eliminate student access.
- Additional contingency has been included to cover as-needed services, including on-site testing and observation of trench backfill soil during construction.

## 2.7 Schedule

Our field exploration program will be conducted over two consecutive days. Assuming notice to proceed is given by April 23, 2026, as stated in the RFQ/P, we anticipate being able to conduct our fieldwork beginning on May 29, 2026, which is a Friday Professional Development Day when no students will be present or June 19, 2026, which is a holiday on a Friday and no students will be present. We anticipate that geotechnical analyses will require three weeks and report preparation three weeks. Provided the approval and field work occurs on or before the referenced dates, we anticipate our report will be available for District review by July 10 or July 31, depending on the above-referenced fieldwork dates. The supplemental services will be performed upon request at schedules to be determined at a later date.

## 3 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.	
<b>Complaint:</b>	Breach of contract
<b>Accusation:</b>	Contract was breached; client did not inform Terraphase of any issues with invoices and failed to pay them.
<b>Outcome:</b>	Dispute is currently active.

## 4 Professional Fees

### 4.1 Cost Estimate - Geotechnical Investigation

We propose to complete geotechnical investigation work described herein on a not-to-exceed cost of \$39,829 consisting of a fixed-fee cost for base services of \$30,429, and an as-needed contingency of \$9,400. Supplemental optional services (described below), if chosen by the District, will be charged on a fixed-fee basis. Our estimate of charges for the proposed services are presented below.

Task	Terraphase Cost	Subcontracted Costs*	Total Costs
1 – Preliminary Work	\$2,015	\$3,790	\$5,805
2 – Subsurface Exploration Fieldwork & Supplies	\$1,879	\$7,590	\$9,469
3 – Geotechnical Laboratory Testing	\$582	\$2,435	\$3,017
4 – Geotechnical Reporting	\$5,633	N/A	\$5,633
5 – Response to Comments	\$988	N/A	\$988
6 – CGS Application & Fee	\$237	\$5,280	\$5,517
7 – Contingency (As-Needed)	\$9,400	N/A	\$9,400
<b>Geotechnical Investigation Total:</b>	<b>\$20,734</b>	<b>\$19,095</b>	<b>\$39,829</b>

\*Subcontracted Costs Include 10% Mark-Up  
After hours and/or weekend field costs will be subject to a 1.5X surcharge

**EXHIBIT B**

**Hourly Rates**

- Our budget estimate is based on understanding the project is subject to California Prevailing Wage requirements.
- Attendance of ongoing or weekly meetings is not included in this scope of work. If regular meeting attendance is requested, Terraphase can provide a scope and budget for those services.
- Scheduling of work will commence upon receipt of Notice to Proceed (NTP), and we can conduct work during school days as long as the work areas are delineated to eliminate student access.
- Additional contingency has been included to cover as-needed services, including on-site testing and observation of trench backfill soil during construction.

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<b>Geotechnical Investigation Total:</b>	<b>\$20,734</b>	<b>\$19,095</b>	<b>\$39,829</b>

\*Subcontracted Costs Include 10% Mark-Up  
After hours and/or weekend field costs will be subject to a 1.5X surcharge

## 4.2 Cost Estimate – Supplemental Services

We propose to complete supplemental services described herein on a fixed-fee basis of \$3,477 and \$6,683, for Supplemental Services 1 and 2, respectively, in accordance with the terms and conditions of the Master Services Agreement. Our estimate of charges for the proposed services are presented below. If requested, additional work outside the listed scope can be performed during a second phase of work, following receipt and review of preliminary conceptual site plans.

Task – Supplemental Services	Terraphase Cost	Subcontracted Costs*	Total Costs
Supplemental Service 1: Compaction Testing	\$3,044	\$433	\$3,477
Supplemental Service 2: Environmental Soil Testing	\$3,000	\$3,683	\$6,683
<b>Supplemental Services Total:</b>	<b>\$6,044</b>	<b>\$4,116</b>	<b>\$10,160</b>

## 4.3 Hourly Rates

### 2026 Standard Schedule of Charges

Labor Classification	Standard Hourly Rate	Hourly Rate w/ 10% Discount
Senior Principal	\$330	\$297.00
Principal Engineer/Scientist	\$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
Admin./Project Assistant/Billing Specialist	\$108	\$97.20

## 5 Additional Data

Resumes for Alice Hale Price, PE, ENV SP; Andy Guatelli, PE, GE; Greg Wilson, PG, CEG; Joseph Schmidt, PE (WA/OR); and Tina Tretinjak, PG, CEG; are provided in Attachment 2.

### 5.1 Subcontractors

Terraphase plans to incorporate subcontractors and subconsultants with a proven track-record of successful collaboration. Our selection of subcontractors and subconsultants is highly dependent on the specific scope of work, site-specific field considerations, and availability to meet the District’s timeline. Terraphase has identified our frequent teaming partners for geotechnical engineering projects below.

QUALIFICATIONS AND PROPOSAL FOR GEOTECHNICAL AND GEOHAZARD  
CONSULTING SERVICES, SPORTS FIELD LIGHTING REPLACEMENT PROJECT,  
SKYLINE HIGH SCHOOL, OAKLAND UNIFIED SCHOOL DISTRICT

- **Drillers (C-57 License):** Baja Exploration, Conetech, PeneCore Drilling, Cascade Environmental, Gregg Drilling
- **Private Utility Locators:** Del Secco, A+ Utility Locating, Subtronic Utility Locating, Advanced Geologic
- **Geotechnical Laboratories:** Cooper Testing Laboratories

**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

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

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

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

(Education Code §45125.1(h).)

I, as CHRO *[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: March 26, 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: March 30, 2026  
Scope of Entity’s Contract with District: Geotechnical & Geohazard Consulting Services  
I, Hank 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 March 30, 2026, with the District for \_\_\_\_\_.

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

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

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

Date: March 26, 2026

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

Typed Name: Hank A. Galindo

Title: Chief Human Resources Officer

Entity: Terraphase Engineering Inc.



**Oakland Unified School District**  
 L/SL/RBE Verification  
 Calculations & Analysis Worksheet (RFQ/P)

Site: Skyline High School  
 Project Name: Geotechnical and Geohazard Consulting Services  
 Project Number: 26006

Prime	Sub/Prime	Proposed S/LBE Status	LBP Credit Given	Proposed Contract %	Minimum LBU Requirement Met	LBU Preference Points	Notes					
ENGEO, Incorporated	Engeo	LBE	LBE	100.00%	YES	2 Pts	Port of Oakland - LIA Confirmed LBE Credit Given					
							LBU incomplete/not provided; However firm is a certified Very Small Local Business (VSBE), Small Local Business (SLBE), or Local Business Enterprise (LBE) Provided the listed firm performs 100% of the services outlined in the RFQP for this scope, firm will meet the District's LBU Requirement.					
	Total Proposed LBU Participation:			100.00%			SLRBE %	0.00%	SLBE %	0.00%	LBE %	100.00%
								<b>This firm meets the minimum OUSD LBU requirements.</b>				
Geo-Engineering Solutions	Geo-Engineering Solutions	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%
								<b>This firm does not meet the minimum OUSD LBU requirements.</b>				
Slate Geotechnical Consultants, Inc.	Slate	SLBE	SLBE	100.00%	YES	4 Pts	City of Oakland - SLBE Confirmed SLBE Credit Given					
							+2 Pts					
	Total Proposed LBU Participation:			100.00%			SLRBE %	0.00%	SLBE %	100.00%	LBE %	0.00%
								<b>This firm meets the minimum OUSD LBU requirements.</b>				
Terraphase Engineering, Inc	Terraphase	LBE	LBE	100.00%	YES	2 Pts	City of Oakland - LBE Confirmed LBE Credit Given					
	Total Proposed LBU Participation:			100.00%			SLRBE %	0.00%	SLBE %	0.00%	LBE %	100.00%
								<b>This firm meets the minimum OUSD LBU requirements.</b>				

**LBU Justification**

- 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.

**Responsive:** Based on the LBU Participation Worksheets submitted, the Compliance Team finds the following firms responsive and eligible for contract award.

**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.

ENGEO, Incorporated  
 Slate Geotechnical Consultants, Inc.  
 Terraphase Engineering, Inc

Geo-Engineering Solutions

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

<b>Name of Additional Insured Person(s) or Organization(s)</b>
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

<b>Project Name</b>	Skyline High School Lighting Replacement Project	<b>Site</b>	306
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### Basic Directions

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

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

Contractor Name	Terraphase Engineering, Inc.	Agency's Contact	Alice Hale Price		
OUSD Vendor ID #	004240	Title	Principal Engineer		
Street Address	1300 Clay Street, Suite 1000	City	Oakland	State	CA Zip 94612
Telephone	510-645-1850	Policy Expires			
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	26006				

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	03-30-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	03-31-2027
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$49,989.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9658/9000	Fund 21, Measure Y	210-9658-0-9000-8500-6265-306-9180-9906-9999-26006	6265	\$49,989.00

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director of Facilities</b>				
	Signature	Date Approved			
	<i>Sele Nadel-Hayes (Mar 26, 2026 15:49:21 PDT)</i>				
2.	<b>Counsel, Department of Facilities Planning and Management</b>				
	Signature	Date Approved	3/26/2026		
3.	<b>Chief Systems and Services Officer</b>				
	Signature	Date Approved	03/27/2026		
	<i>Preston Thomas (Mar 27, 2026 09:31:16 PDT)</i>				
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			