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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 – Circlepoint – Skyline High School Lighting Replacement Project- Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of General Services Agreement between the District and **Circlepoint, Oakland, CA**, for the latter to provide environmental consulting services to ensure California Environmental Quality Act (CEQA) compliance for the **Skyline High School Lighting Replacement Project**, in the amount of **\$89,245.00**, as the selected consultant, with work scheduled to commence on **March 26, 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 Ratification by the Board of Education of General Services Agreement between the District and Circlepoint, Oakland, CA, for the latter to provide environmental consulting services to ensure California Environmental Quality Act (CEQA) compliance for the Skyline High School Lighting Replacement Project, in the amount of \$89,245.00, as the selected consultant, with work scheduled to commence on March 26, 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. 26-0721

Department: Division of Facilities Planning and Management

Vendor Name: Circlepoint

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

Contract Term: Intended Start: 03-26-2026 Intended End: 03-31-2027

Total Cost Over Contract Term: \$89,245.00

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 environmental consulting services to ensure California Environmental Quality Act (CEQA) compliance for the Skyline High School Lighting Replacement Project

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

This general services agreement (“Agreement”) is made and entered into effective **March 26, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Circlepoint** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): provide environmental consulting services to ensure California Environmental Quality Act (CEQA) compliance for the **field lighting replacement project at Skyline High School** (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 **Circlepoint** consultants specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall begin on **March 26, 2026**, and shall end on **March 31, 2027** (“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

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in *Exhibit B* for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Eighty-Nine Thousand Two Hundred Forty-Five Dollars (\$89,245.00)**, which consists of a lump sum of **Eighty-Nine Thousand Two Hundred Forty-Five Dollars (\$89,245.00)**, for performance of the Basic Services, and a not-to-exceed amount of **Zero Dollars (\$0.00)** for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services 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.

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, except for the professional liability insurance policy, shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies, except for the professional liability insurance policy, 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, except for the professional liability insurance policy, shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add

personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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

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

_____ . [Attach and sign additional pages, as needed.]

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

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

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

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

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court

of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

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

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

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

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

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

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

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

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

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

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Address for District Notices:

Address for Contractor Notices:

{SR801406}7

955 High Street
Oakland, CA 94601
Attention: Preston Thomas

1625 Clay Street, Suite 700
Oakland, CA 94612
Attention: Audrey Zagazeta

OAKLAND UNIFIED SCHOOL DISTRICT

CIRCLEPOINT

Jennifer Brouhard, President,
Board of Education Date

Signature Date

Denise Gail Saddler, Ed.D.,
Interim Superintendent & Secretary
of the Board of Education Date

Print Name, Title


Preston Thomas, Chief Systems & Services
Officer 3/27/26
Date


James Traber, Esq.
Counsel, OUSD 3/27/2026
Date

EXHIBIT A

Scope of Services



1.0 Letter of Interest

March 5, 2026

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

RE: RFQ/P CEQA Consulting Services for Field Lighting Replacement Project at Skyline High School – 12250 Skyline Boulevard, Oakland, CA 94619, Project #26006

Dear Mr. Thomas,

Circlepoint is pleased to submit our qualifications and proposal to the Oakland Unified School District (“*District*”) to provide services in accordance with the provisions of the California Environmental Quality Act (CEQA) for the field lighting replacement project at Skyline High School (“*Project*”).

Based in Oakland with offices in San Jose and Orange, Circlepoint has successfully completed hundreds of environmental compliance documents throughout California. Circlepoint is a privately held California corporation and certified Small Business (SB and SB-PW) with the State of California Department of General Services (Certification No. 40528) and Disadvantaged Business Enterprise (DBE) with the California Department of Transportation (Certification No. 50993). Each member of Circlepoint’s team is highly skilled in their field and dedicated to creating innovative solutions to complex issues and building a better future for communities.

We recognize the importance of this contract and have committed our most experienced management team who will be fully dedicated to the project for successful delivery. The team will be led by Mr. Geof Riley, Senior Principal from our Oakland office, with support from Dr. Robert Manford, Environmental Planning Consultant. Ms. Krysten McCue will serve as the Project Manager and the primary point of contact.

All key individuals were selected based on their expertise and experience to successfully service and support this specific project. Our team members have experience working on school district projects with high community interest, in addition to working with lead agency staff, and regulators to get these projects approved by decision-makers. We are committed to successful project management, time management and project delivery for all our projects, and this one will be no different. As demonstrated in our proposal, the Circlepoint project team is perfectly suited to working with the District to prepare CEQA documentation for the Project.



As the President and CEO of Circlepoint, I can certify that Circlepoint has not been involved in any litigation arising from its professional services on projects within the past five (5) years.

Circlepoint acknowledges the District's Agreement attached as EXHIBIT A to the RFQ/P. Circlepoint has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Circlepoint has no objections to the use of the Agreement, except as set forth in the attached Insurance Compliance Memorandum dated February 25, 2026.

Circlepoint certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

The following pages provide our statement of work, fees, qualifications (including key staff resumes) and other information requested in the RFP. Should you need any additional information, you can reach me via email at A.zagazeta@circlepoint.com or telephone at: 408-715-1503

Sincerely,

A handwritten signature in blue ink, appearing to read "Audrey Zagazeta".

Audrey Zagazeta, President and CEO
Circlepoint



Project experience in the link below reflects work completed by Dr. Robert Manford and Geoff Reilly while employed with other firms and is provided to demonstrate the relevant qualifications of the proposed team members.

<https://cpcloud.egnyte.com/fl/CM8QyfX8hqmy>



2.0 Firm Profile

Firm Profile

Since 1987, Circlepoint has been a guiding force in helping our clients address complex issues and strengthen communities. Through our Environmental and Communications practice areas, we provide a dynamic combination of strategic advice and focused service. Based in Oakland with offices in San Jose and Orange, Circlepoint is a privately held California corporation and certified Small Business (SB and SB-PW) with the State of California Department of General Services (Certification No. 40528) and Disadvantaged Business Enterprise (DBE) with the California Department of Transportation (Certification No. 50993). Each member of Circlepoint’s team is highly skilled in their field and dedicated to creating innovative solutions to complex issues and building a better future for communities. Though each project is different, a consistent thread has been expressed by our clients: Circlepoint presents the “whole view” by developing comprehensive and dynamic solutions; Circlepoint serves as a trusted partner; and Circlepoint delivers results by leveraging expertise with strategic thinking.

Environmental

Circlepoint’s environmental practice is molded on an integrated approach to public and private planning projects—environmental evaluation, design, and community outreach. We work closely with planning and design teams to identify environmental constraints early on, focus environmental documents on the important issues, and effectively involve stakeholders to build the support essential to bringing projects to fruition. We work with our clients, ensuring that we are providing a document that captures the correct components that will pave the way for success during and after the entitlement process.



CEQA/NEPA Documentation

- Environmental Impact Reports
 - Environmental Impact Statements
 - Initial Studies
- Environmental Assessments
 - FONSI
- Mitigated Negative Declarations
 - Categorical Exclusions
 - Categorical Exemptions



Environmental Analysis

- Constraints Analysis
- Visual Impact Assessments
 - Community Impact Assessments/ Environmental Justice
 - Section 4(f) Evaluation
 - Utilities/Public Services
 - Interagency Coordination



Environmental Technical Partnerships/Strategy

- Biological Resources
- Cultural Resources
- Noise Assessments
 - Air Quality
- Greenhouse Gases
 - Transportation
- Hazardous Materials
- Hydrology & Water Quality

3.0 Statement of Work

PROJECT UNDERSTANDING

The proposed project aims to replace the existing field lights at Skyline High School with new light poles at a higher elevation and at the same locations to improve lighting the center of the field. The new poles would be designed to accommodate future equipment installations such as security cameras, public address (PA) system, and/or broadcasting cameras. Additional lighting may also be installed to improve lighting in the track field corners.

The proposed lighting design would be red/green/blue (RGB) with “dancing showcase” lighting features while minimizing light spill into neighboring residential properties. Additional path-of-travel lighting from the parking lot and bleachers would be included to meet DSA and CBC code requirements.

Because the project would be limited to the installation of improved lighting, the project is not expected to increase school enrollment, attendance at sporting events, or result in new sources of environmental impacts. As such, detailed technical reporting is not required for the project as currently proposed. However, a cultural records search and tribal consultation would be required to document that there’s no historic resource exception for a categorical exemption pursuant to CEQA Guidelines Section 15300.2 (f), and to provide the basis for compliance with Assembly Bill (AB) 52 if an IS/MND is prepared.

Circlepoint will provide CEQA services to support the project outlined in the tasks below. The scope of services will follow a phased approach, which reviews the whole project for exemption under Section 15061 of the CEQA Guidelines, and if warranted an Initial Study/Mitigated Negative Declaration (IS/MND) if necessary. The scope assumes that the District will provide Circlepoint with additional project information including exact height of light poles and a photometric study commissioned by the District.

TASK 1 – REVIEW EXEMPTIONS

As described in the RFP, the District has determined that the project will not qualify for a Class 1 Categorical Exemption (CE) under CEQA. Nonetheless, Circlepoint will review all potential and potentially applicable CEQA exemption opportunities and evaluate if the project meets the criteria for any of the CEQA exemptions covered under Section 15061 of the State CEQA Guidelines. If Circlepoint and the District determine that the project qualifies for an exemption, Circlepoint will prepare a Draft CEQA Exemption Analysis Document and Notice of Exemption for the project for a reduced cost to the District (please see attached).

Task 1 also includes Circlepoint preparation of project description, project management, and up to three meetings including a kick-off meeting, one project update meeting and one public hearing meeting.

TASK 2 – CULTURAL RESOURCES RECORDS SEARCH

Circlepoint will submit a CHRIS search request to gather information on known historic and archeological resources in the project area and will summarize these results in the initial CEQA evaluation under Task 1, and the IS/MND if necessary. To ensure that Tribal cultural resources are documented and evaluated, Circlepoint will prepare a non-confidential records search request and submit it to the Native American Heritage Commission (NAHC). If the CHRIS results indicate further investigation is necessary, a separate scope and fee for purposes of AB 52 compliance will be prepared for the District’s approval.

Deliverables:

- Summary of Cultural Resources Search and Evaluation Results

TASK 3 – ENVIRONMENTAL DOCUMENTATIONInitial Study/Mitigated Negative Declaration or Negative Declaration

As discussed above, should the CEQA exemption pathway presented in Task 1 be found to be inadequate for project approval, Circlepoint will prepare an Initial Study/Mitigated Negative Declaration (IS/MND). Circlepoint will work closely with the project team to identify environmental constraints (e.g., adjacent residences) early in the process, so that potential impacts can be minimized. However, based on a preliminary review of the project site and surrounding area, it appears primary environmental consideration would be potential aesthetic and visual impacts from light and glare associated with the increased height of existing lighting and new lighting at the corners of the track. Musco Sports Lighting, LLC's proposed lighting is designed to minimize such impacts while improving the on-site lighting.

Project Description

Circlepoint will prepare a draft project description based on information provided by the District, primarily through draft project plans and cut sheets. The project description will include:

- The regional and precise location and boundaries of the project site on an aerial map.
- A general description of the technical and environmental characteristics of the project.
- A detailed description of the project components.
- A timeline for project construction and operation.

Circlepoint will revise the project description in response to one round of comments by the District, to ensure all key project elements are accurately described. We assume that the District will, at a minimum, provide construction assumptions, including duration, phasing, construction start and end months, and review of construction equipment list.

Initial Study/Proposed Mitigated Negative Declaration

Circlepoint will prepare the Administrative Draft IS/MND in accordance with the CEQA Guidelines Appendix G checklist, incorporating the cultural resources record search described in Task 3. While not anticipated, if additional technical studies are required for the IS/MND, Circlepoint will coordinate with the District to strategize on the best course of action. This would require amendments to this scope and fee.

Beyond the quantitative information provided in Musco's lighting design and the District's photometric study, a qualitative analysis is proposed based on existing site conditions (with field lighting) and the nature of the project for the following topics: aesthetics, agriculture and forestry resources, air quality, biological resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, traffic and transportation, utilities and service systems, and wildfire. This analysis will evaluate the potential impacts of the proposed project, considering the specific characteristics of the project site and its surroundings. Each topic will be assessed to determine whether the project could cause significant environmental effects, and appropriate mitigation measures will be identified where necessary to ensure compliance with CEQA. Based on the outcome of the above-



mentioned reports and analyses, Circlepoint will confirm that all impacts will be able to be mitigated to less-than-significant levels.

The Administrative Draft IS/MND will be submitted electronically. Circlepoint will revise the Administrative Draft IS/MND in response to two rounds of District comments and will submit one Screencheck Draft and one Final Draft to the District (electronic copies only).

Circlepoint will also produce a Notice of Intent (NOI) and Notice of Completion (NOC) for review and approval by the District. It is assumed the District would assist with any potential mailings to residents within the project's radius.

Once the District's review draft is finalized, Circlepoint will publish the Draft IS/MND, including appendices, for public and agency distribution (assumed to be electronic copies only). The distribution list will be developed in consultation with District staff. Circlepoint will upload the Draft IS/MND, NOI, and NOC to the State Clearinghouse and file CEQA Notice of Intent (NOI) with the County Clerk.

Response to Comments, Mitigated Negative Declaration, Mitigation, Monitoring, and Reporting Program, and Notice of Determination

Following close of the public review period, Circlepoint will review all comments received on the Draft IS/MND. Circlepoint will work with the District to provide responses to the comments in a format acceptable to the District, assumed to be memorandum style. We will revise the document to respond to one round of District comments and prepare the final response to comments memorandum. This scope and budget assume that we will be responding to no more than 10 individual comments. If more than 10 individual comments are received, then a contract/budget amendment may be required to complete the work.

Circlepoint will also prepare the Final IS/MND and Mitigation, Monitoring, and Reporting Program (MMRP). The MMRP will describe the method by which mitigation measures will be implemented. The MMRP will include each mitigation measure identified in the IS/MND, including the agency/department responsible for ensuring compliance, the method of implementation, and the compliance report. This proposal also includes attendance at one public hearing to adopt the Final IS/MND. Circlepoint will also prepare and file the CEQA Notice of Determination (NOD) within five working days of project approval with the Alameda County Clerk and State Clearinghouse.

Under Task 3, Circlepoint will attend up to six (6) project meetings, coordinate with the project team, prepare and submit monthly invoices, and manage the schedule and budget for all environmental deliverables listed below. Circlepoint will also coordinate with the District on background information and data needs and will confirm the appropriate CEQA approach with the District. Circlepoint anticipates attendance at the following meetings.

- Kickoff meeting (1)
- Recurring project meetings (up to 4 meetings)
- One (1) public hearing

Deliverables:

- Draft Project Description
- Final Project Description
- Administrative Draft IS/MND
- Screencheck Draft IS/MND
- Draft IS/MND
- Administrative Final IS/MND (including response to comments and MMRP)
- Screencheck Draft IS/MND (including response to comments and MMRP)
- Final Draft IS/MND (including response to comments and MMRP)
- NOD

SCHEDULE

The Circlepoint team will initiate work on this project upon contract execution. Background research and reporting will commence immediately. The completion of the IS/MND process typically takes approximately 6 to 9 months, depending on the District's review time. Circlepoint will endeavor to streamline the environmental process whenever possible to ensure the quickest delivery possible. In addition, should the project be determined to be exempt from CEQA, a Draft CEQA Exemption Analysis Document and Notice of Exemption, can be prepared within six (6) weeks.

BUDGET

Our estimated cost for the services above is provided in the attached budget table and is valid through 2026. Any additional work outside of the scope detailed above will come at an additional scope and fee. We look forward to working with the District on this project and thank you for the opportunity. Please reach out to us with any questions at the contact information provided in our proposal.

EXHIBIT B

Hourly Rates

Deliverables:

- Draft Project Description
- Final Project Description
- Administrative Draft IS/MND
- Screencheck Draft IS/MND
- Draft IS/MND
- Administrative Final IS/MND (including response to comments and MMRP)
- Screencheck Draft IS/MND (including response to comments and MMRP)
- Final Draft IS/MND (including response to comments and MMRP)
- NOD

SCHEDULE

The Circlepoint team will initiate work on this project upon contract execution. Background research and reporting will commence immediately. The completion of the IS/MND process typically takes approximately 6 to 9 months, depending on the District's review time. Circlepoint will endeavor to streamline the environmental process whenever possible to ensure the quickest delivery possible. In addition, should the project be determined to be exempt from CEQA, a Draft CEQA Exemption Analysis Document and Notice of Exemption, can be prepared within six (6) weeks.

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Our estimated cost for the services above is provided in the attached budget table and is valid through 2026. Any additional work outside of the scope detailed above will come at an additional scope and fee. We look forward to working with the District on this project and thank you for the opportunity. Please reach out to us with any questions at the contact information provided in our proposal.

Skyline High School Field Lighting Replacement Budget

Tasks	Senior Env Planner		Project		Assistant/ Coordinat or		Project Accountant	Total Hours	Total Dollars
	Consultant	Principal	Manager	Associate					
	Rates \$	370 \$	340 \$	230 \$	175 \$	150 \$	175 \$		
Task 1 Review Exemptions									
Subtask 1.1 Meetings			3.00	3.00	1.00	1.00		8.00	\$ 2,035.00
Subtask 1.2 Project Management		4.00	2.00	10.00	5.00		5.00		\$ 6,210.00
Subtask 1.3 Review CE Exemptions		4.00	4.00	8.00	10.00	-	-	26.00	\$ 6,430.00
Subtask 1.4 Prepare and File NOE		2.00	2.00	4.00	5.00				\$ 3,215.00
Subtotal Task 1 Review Exemptions		10.00	11.00	25.00	21.00	1.00	5.00	34.00	\$ 17,890.00
Task 2 Cultural Resouces									
Subtask 2.1 Cultural Resources Study		2.00	2.00	8.00	16.00		-	28.00	\$ 6,060.00
Subtotal Task 2 Cultural Resouces		2.00	2.00	8.00	16.00	-	-	28.00	\$ 6,060.00
Task 3 Environmental Documentation - IS/MND (Add On)									
Subtask 3.1 Meetings			5.00	5.00	2.00	2.00	-	14.00	\$ 3,500.00
Subtask 3.2 Project Management		6.00	2.00	12.00	5.00		5.00	30.00	\$ 7,410.00
Subtask 3.3 Administrative Draft IS/MND		8.00	4.00	18.00	40.00	40.00	-	110.00	\$ 21,460.00
Subtask 3.4 Screencheck Draft IS/MND		4.00	2.00	14.00	20.00	20.00	-	60.00	\$ 11,880.00
Subtask 3.5 Public Draft IS/MND		4.00	2.00	10.00	12.00	16.00	-	44.00	\$ 8,960.00
Subtask 3.6 NOI/NOC		2.00	1.00	2.00	6.00	6.00	-	17.00	\$ 3,490.00
Subtask 3.7 RTC/MND/MMRP		4.00	2.00	8.00	10.00	10.00	-	34.00	\$ 7,250.00
Subtask 3.8 NOD		1.00	1.00	1.00	2.00	-	-	5.00	\$ 1,290.00
Subtotal Task 3 Environmental Documentator		29.00	19.00	70.00	97.00	94.00	5.00	314.00	\$ 65,240.00

TOTAL* (without Add On)

\$ 23,950.00

ODCs (for Add On Task)

CE County Clerk Filing Fees

\$ 50.00

Subtotal ODCs

\$ 50.00

10.0% Mark-Up on ODCs

\$ 5.00

Total ODCs

\$ 55.00

Add On Fee for IS/MND

\$ 65,295.00

*Does not include CDFW CEQA Filing Fee for IS/MND



2026 TIME & MATERIALS FEE SCHEDULE*

I. Professional services will be rendered based on the following hourly rates:

Senior Principal	\$300 - \$420
Senior Environmental Planning Consultant	\$300 - \$400
Principal	\$290 - \$350
Associate Principal	\$270 - \$300
Senior Project Manager	\$250 - \$300
Project Manager	\$220 - \$280
Sr. Associate	\$200 - \$250
Associate	\$165 - \$205
Assistant/Coordinator	\$140 - \$180

II. Creative services will be rendered based on the following hourly rates:

Art Director	\$200 - \$240
Web/Graphic Designer	\$150 - \$180

III. Supportive services will be rendered based on the following hourly rates:

Project Accountant/Controller	\$165 - \$320
Administrative Support	\$160 - \$200

IV. Provision of related services and reimbursable expenses will be charged to the client as follows:

Black and White Prints/Copies, In House	\$0.20+ per page, depending on paper size
Color Prints/Copies, In House	\$1.89-\$3.49 per page, depending on paper size
Translation	\$0.27-\$0.54 per word, depending on language
Interpretation	\$150-\$250 per hour
Phone/Postage	at cost
Mileage	Per IRS Standard Mileage Rate
Online Surveys	\$60 each
Project Email Account	at cost
Eblasts	\$20 each
Web Hosting	\$300 per year
Domain	\$20-25 per year
SSL Certificate	\$75 per year
Vendor & Subconsultant Services	15% mark up for administration
AV/Equipment Rental	at cost

V. Expert witness testimony or technical assistance on legal matters shall be provided at the rate of \$350 per hour of witness and preparation time.

* Rates are effective through December 31, 2026, and subject to escalation in January 2027.

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:

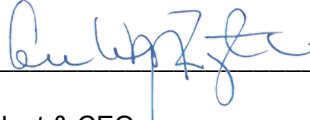
1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) 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 President & CEO [*insert "owner" or officer title*] of Circlepoint
[insert name of business entity], have read the foregoing and agree that Circlepoint
[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: Audrey Zagazeta

Signature: 

Title: President & CEO

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.

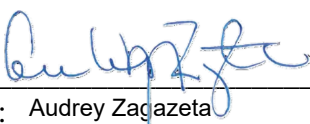
Entity Name: Circlepoint
Date of Entity’s Contract with District: 3/24/26
Scope of Entity’s Contract with District: Environmental consulting services to ensure California Environmental Quality Act (CEQA) compliance for the field lighting replacement project at Skyline High School.

I, Audrey Zagazeta [insert name], am the President & CEO [insert “owner” or officer title] for Circlepoint [insert name of business entity] (“Entity”), which entered a contract on March 24, 2026, with the District for Environmental consulting services

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: March 26, 2026

Signature: 
Typed Name: Audrey Zagazeta
Title: President & CEO
Entity: Circlepoint



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

Site: Skyline
 Project Name: Land Surveying Services
 Project Number: 26006

Prime	Sub/Prime	Proposed S/LBE Status	LBP Credit Given	Proposed Contract %	Minimum LBU Requirement Met	LBU Preference Points	Notes			
Cinquini & Passarino Inc.	Cinquini & Passarino Inc.	n/a	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%
F3 & Associates	F3 & Associates	n/a	n/a	0.00%	NO	0 Pts	No LBU Certification Information Provided			
	PLS Survey, Inc.	SLBE	SLBE	18.60%			Port of Oakland VSBE Confirmed SLBE Credit Given			
	Total Proposed LBU Participation:			18.60%			SLRBE %	0.00%	SLBE %	18.60%
Sandis Civil Engineers Surveyors Planners	Sandis	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%
Underwood & Rosenblum, Inc	UR	n/a	n/a	0.00%	NO	0 Pts				
	Total Proposed LBU Participation:			0.00%			SLRBE %	0.00%	SLBE %	0.00%

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.

Cinquini & Passarino Inc.
 Sandis Civil Engineers Surveyors Planners

F3 & Associates
 Underwood & Rosenblum, Inc

Shonell H. Hubbs
 Approval - LBU Compliance Officer



Prepared by 360 Total Concept
 LBU Calculations: Skyline - Land Surveying Services 3/2026
 Professional Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Circlepoint

57SBABE5G30



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Circlepoint

L. Policy Territory

Coverage under this Policy applies to **Claims** made in any jurisdiction in the world. If a **Claim** is made outside the United States of America and its territories and possessions, Puerto Rico or Canada:

1. We shall have the right but not the duty to investigate, defend or settle any such **Claims** brought against you.
2. If we do not exercise such right, you shall, under our supervision, arrange for such investigation and defense of the **Claim** as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof as we and you deem expedient;
3. Subject to the terms of this Policy, we will reimburse the **Named Insured** for the reasonable cost of such investigation and defense and the amount of any such settlement or judgment.
4. Such reimbursement shall be made in United States currency at the conversion rate published in *The Wall Street Journal* on the date the judgment is rendered or the date that the amount of the settlement is agreed upon or the date expenditure is made.

M. Representations

By accepting this Policy, you agree that:

1. the statements made and information contained in the Application for this insurance furnished to us are true, accurate and complete, and are representations that the **Named Insured** made on behalf of all **Insureds**; and
2. we have issued this Policy in reliance upon those representations.

If such representations or such information are not true, accurate and complete, this Policy shall be null and void in its entirety and we shall have no liability hereunder.

N. Severability

Misrepresentations, concealment, breach of condition or violation of any duty under this Policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this Policy.

O. Subrogation and Recovery

In the event of any payment under this Policy, we will be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing to prejudice such rights.

We will have no rights of subrogation against any **Insured** hereunder, or against your clients if prior to the **Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by you for such client.

Any recoveries shall be applied first to us up to the amount we have paid for **Damages** and **Claim Expense**; then, to you as recovery of Deductible amounts paid as **Damages** and **Claim Expense**.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Acct#: 3098275

03/23/2026

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C. No. Ext): 888-828-8365		FAX (A/C. No.):
	E-MAIL ADDRESS: insperitycerts@locktonaffinity.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Indemnity Insurance Company of North America			43575
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
CIRCLEPOINT
 1625 CLAY ST STE 700
 OAKLAND, CA 94612-1565

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	C74068091	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Circlepoint project: 6205; name: Oakland USD Skyline High School Lighting
 WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.
 30 DAY NOTICE OF CANCELLATION APPLIES

CERTIFICATE HOLDER

Oakland Unified School District
 955 High Street
 Oakland CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

Workers' Compensation and Employers' Liability Policy

Named Insured CIRCLEPOINT 1625 CLAY ST STE 700 OAKLAND, CA 94612-1565	Endorsement Number
	Policy Number Symbol: WLR Number: C74068091
Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement 03/23/2026
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
Name of person or organization:
Oakland Unified School District

955 High Street

Oakland, CA 94601

- () Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
Circlepoint project: 6205; name: Oakland USD Skyli

3. Premium:
The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured CIRCLEPOINT 1625 CLAY ST STE 700 OAKLAND, CA 94612-1565	Endorsement Number Policy Number Symbol: WLR Number: C74068091
Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement 03/23/2026
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G.** This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
Oakland Unified School District		955 High Street
		Oakland, CA 94601

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Pat D. Daniel

Authorized Representative



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Skyline High School Lighting Replacement Project	Site	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.

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	Circlepoint		Agency's Contact	Audrey Zagazeta		
OUSD Vendor ID #		Title	Principal Engineer			
Street Address	1625 Clay Street, Suite 700		City	Oakland	State	CA
Telephone	408-715-1503		Zip	94612		
Contractor History	Previously been an OUSD contractor?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
OUSD Project #	26006		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	03-26-2026	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)	\$89,245.00
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	210-9658-0-900—8500-5825-306-9180-9906-9999-26006	5825	\$89,245.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature			Date Approved	
2.	Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	3/27/2026
3.	Chief Systems and Services Officer				
	Signature			Date Approved	3.27.26
4.	Chief Financial Officer				
	Signature			Date Approved	
5.	President, Board of Education				
	Signature			Date Approved	