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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Pranita Ranbhise, Executive Director, Facilities Planning & Management

Board Meeting Date May 27, 2026

Subject General Services Agreement – Terraphase Engineering, Inc. – Garfield Elementary School Modernization Project- Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement between the District and **Terraphase Engineering Inc., Oakland, CA**, for the latter to provide Consulting Services for the Stormwater Pollution Prevention Plan (SWPPP), as further described in Exhibit A of the Agreement for the **Garfield Elementary School Modernization Project** in the amount of **\$173,640.00 which includes a contingency fee of \$15,785.00** as the selected consultant, with work scheduled to commence on **May 28, 2026**, and scheduled to last until **June 30, 2029**.

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) 0.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Terraphase Engineering Inc., Oakland, CA, for the latter to provide Consulting Services for the Stormwater Pollution Prevention Plan (SWPPP), as further described in Exhibit A of the Agreement for the Garfield Elementary School Modernization Project in the amount of \$173,640.00 which includes a contingency fee of \$15,785.00 as the selected consultant, with work scheduled to commence on May 28, 2026, and scheduled to last until June 30, 2029.

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. 26-1037

Department: Facilities Planning and Management

Vendor Name: Terraphase Engineering, Inc.

Project Name: Garfield Elementary School Modernization Project(SWPP)

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Terraphase Engineering Inc. will provide Consulting Services for the Stormwater Pollution Prevention Plan (SWPPP).

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This general services agreement (“Agreement”) is made and entered into effective **May 28, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Terraphase Engineering Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): **Consulting Services for the Stormwater Pollution Prevention Plan (SWPPP) for the Garfield Elementary School Modernization Project** (“Project”), (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **Terraphase Engineering Inc.** consultants are specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall begin on **May 28, 2026**, and shall end on **June 30, 2029** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to

comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **One Hundred Seventy-Three Thousand Six Hundred Forty Dollars (\$173,640.00)**, which consists of a not-to-exceed amount of **One Hundred Fifty-Seven Thousand Eight Hundred Fifty-Five Dollars (\$157,855.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Fifteen Thousand Seven Hundred Eighty-Five Dollars (\$15,785.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor's total reimbursement for Reimbursable Expenses shall not exceed five-thousand four dollars (\$5,004) which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. "Reimbursable Expenses" do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions. Reimbursable Expenses does not include subcontractor fees, which are presented in the detailed cost estimate included in Consultant's proposal; District agrees to pay subcontractor fees inclusive of a 10 percent pass-through charge.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the

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Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

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

tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

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

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

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

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

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

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

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

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying

information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the

EXHIBIT A

Scope of Services

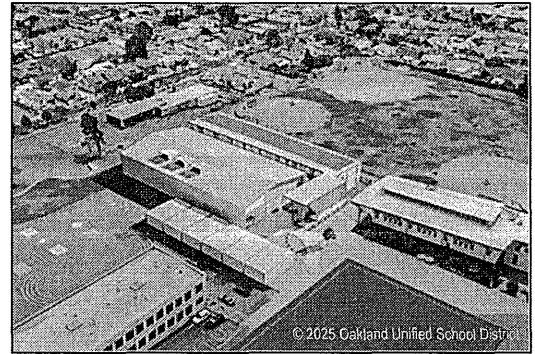
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Qualifications/Proposal

2 Introduction

Terraphase Engineering Inc. (Terraphase) is pleased to submit this proposal to the Oakland Unified School District (“District” or “OUSD”) for Request for Qualifications and Proposal (RFQ/P) for Stormwater Pollution Prevention Plan (SWPPP) Consulting Services for Garfield Elementary School – New Construction Project; District Project No. 22102 (the Project). **Terraphase is very familiar with the Project, as we are currently providing California Environmental Quality Act (CEQA) and environmental site assessment support for it.** The Project is located on the existing campus property at 1640 22nd Avenue, California, as well as the adjacent Garfield Park property. Terraphase understands that the goal of this scope of work is to develop and implement a SWPPP for the Project per the Construction General Permit’s (CGP’s) requirements (anticipated construction disturbance area greater than 1 acre). Specifically, Terraphase understands that the SWPPP Consulting Services for the Project include the following Qualified SWPPP Developer (QSD) tasks, as outlined in the RFQ/P:

- Development of the SWPPP prior to the start of construction activities that meets the requirements of the CGP.
- Preparation of a draft Water Pollution Control Section for the bid/contract specifications that outlines the contractor’s SWPPP responsibilities.
- Conducting a risk assessment, soil type determination & description, pre- and post-construction runoff calculations, and identification of potential on-site pollutant sources; and recommending applicable Best Management Practices (BMPs) to address all potential pollutants on-site.
- Site planning, including preparation of a Water Pollution Control Drawing (WPCD), a Construction Site Monitoring Program (CSMP), and a SWPPP Figure that meets the requirements of the CGP, including recommended BMPs and their locations.
- Development and delivery of a site-specific Qualified Stormwater Practitioner (QSP) training, contractor training, and QSP Delegate training. This includes templates of a training log, BMP inspection, and sample forms (if applicable).
- SWPPP Support during construction, including communications with the Site Superintendent; one SWPPP revision and Change of Information (COI) submittal; and additional compliance support, as needed.
- Groundwater sampling, analysis, and monitoring support.



An additional Task 3 has been added for the QSD Responsibilities required by the 2022 CGP that were not detailed in the RFQ/P. An *optional* Task 4 has been added to complete the Notice of Termination (NOT) after the completion of construction.

3 Firm Information

Terraphase is a full-service environmental consulting firm with specialized services in construction stormwater compliance, as well as CEQA and National Environmental Policy Act (NEPA), geotechnical engineering, environmental site assessments (ESAs), hazardous building materials services, environmental site investigations, remediation design and oversight services, and litigation support.

Terraphase is proud to support our education sector clients and their important work in our communities. Many clients retain our professionals for decades for ongoing planning, mitigation, and compliance projects that provide lasting benefits for student and teaching communities, as well as the public. In collaboration with school district staff, we develop solutions that make economic sense, follow Department of Toxic Substances Control (DTSC), Division of the State Architect (DSA), and California Department of Education (CDE) guidelines, and provide environmentally healthy school sites with minimal disruption to day-to-day school operations.



We are based in Oakland, California, and we have extensive K-14 experience throughout the Bay Area. Many of our past and ongoing projects are located in dense urban settings and involve services associated with site acquisition, site modernization, new construction, and demolition activities. Developers also make up a large percentage of our clients, and these projects often involve investigation and remediation work within constrained sites in densely populated areas with compressed project timelines. We have worked collaboratively with local and state regulatory agencies and municipalities, including the San Francisco Bay Regional Water Quality Control Board (RWQCB), DTSC, Bay Area Air District (BAAD), City and County planning commissions and departments, CDE, DSA, State Allocation Board, and the California Department of Public Health.

3.1. Brief History of the Firm

Company Name	Terraphase Engineering Inc.
Name and Email of Main Contact	Alice Hale Price, PE; alice.hale.price@terrphase.com
License or Registration Number	CSLB License Number 960398, Classification A HAZ
Type of Organization/Business Structure	S-Corporation
Senior Officials	President: William Carson; Vice Presidents: Peter Zawislanski, Jeff Raines, Chris Voci, Andrew Romolo, Nader Sherif, Hank Galindo, Alice Hale Price, Charlene Drake
CA Certification/Small or Disabled Veteran Business Enterprise Status	<ul style="list-style-type: none"> Alameda County Non-Certified Local Business City of Oakland Certified Local Business Enterprise

A Brief History of the Firm and Types of Business Conducted

Terraphase Engineering Inc. was **incorporated on September 27, 2010, in Oakland, California**. The firm was founded by four principals with extensive and varied environmental consulting experience and significant accomplishments in hazardous material investigations, site investigations, and soil and groundwater remediation throughout the United States and Canada. Since 2010, Terraphase has grown to a staff of over **210 professionals** across **18 offices** in the United States. We offer cost-effective solutions to complex environmental and engineering challenges. Terraphase specializes in CEQA and NEPA documentation, hazardous material assessments, remediation design and oversight services, regulatory compliance, due diligence, civil and geotechnical engineering, environmental compliance, and litigation support. Terraphase provides services to clients across a wide range of market sectors, including municipalities/counties, education, federal agencies, developers, general industry, construction, chemicals, pharmaceuticals, legal services, utilities/energy, financial/insurance, and food/agriculture.

Terraphase is a long-time sponsor of and advocate for the Coalition of Adequate School Housing, the preeminent statewide organization representing school facility professionals in both the public and private sectors.

Terraphase leadership established the Terraphase Engineering and Scholarship Fund, a 501(c)(3) organization, in 2020 to provide scholarships to students who are interested in pursuing a four-year college degree in science and engineering fields related to the environment. To date, the Terraphase Engineering and Scholarship Fund has issued \$90,000 in scholarships; recipients include three graduates from OUSD high schools.

3.2. Key Project Staff

Terraphase has two Bay Area offices, in Oakland and Pleasanton, with a total of approximately 40 employees. In addition to our proposed team members, Terraphase has the capacity to support, if necessary, from our pool of over 160 personnel located in our other offices. We have a successful record of collaboration among offices, along with established procedures and technologies for the smooth exchange of information between interoffice work teams and our clients. In the unlikely event that local staff are not available, assistance will be sought from other offices. Brief biographies for key team members are provided below, and resumes are included in Attachment 1.



EXHIBIT B

Hourly Rates

{SR801406}10

6 Cost Proposal and Professional Fees

6.1. Cost Proposal

We propose to provide the scope of services described in this proposal for the following time-and-materials not-to-exceed cost estimate. This cost estimate and associated rates schedule assume that work will begin in mid-2027, with construction starting in August 2027 and completing in May 2029. Three detailed tables presenting the cost estimates for the 2027, 2028, and 2029 calendar years are provided as Attachment 2. The parameters and assumptions used to develop the cost estimates are detailed in the prior sections of this proposal. The totals from both rate sheets are combined in the fee summary table below.

Tasks	Proposed Fee	Contingency	Not-to-Exceed Fee
Task 1. QSD SWPPP Services	\$82,477	\$8,247	\$90,724
Task 2. Groundwater Services	\$39,736	\$3,974	\$43,710
Total QSD RFP Services:	\$122,213	\$12,221	\$134,434
Task 3. Additional QSD Services	\$35,642	\$3,564	\$39,206
Total CGP Required QSD Services (Tasks 1 & 3):	\$118,119	\$11,811	\$129,930
Total CGP Required QSD Services & Groundwater Services (Tasks 1 through 3):	\$157,855	\$15,785	\$173,640
Optional Task 4. Notice of Termination	\$10,184	\$1,018	\$11,202
Total: QSD Services + Additional & Optional Services (Tasks 1 through 4)	\$168,039	\$16,803	\$184,842

6.2. Hourly Rates and Subcontractor Expenses

The following table provides the schedule of fees for Terraphase; rates for support and clerical staff are included. Rates are inclusive of all overhead costs. Terraphase is pleased to offer the District a 10 percent discount on our 2027, 2028, and 2029 Standard Schedules of Charges.

Terraphase Engineering Inc. 2027, 2028 & 2029 Standard Schedule of Charges						
Labor Classification	2027 Rates		2028 Rates		2029 Rates	
	2027 Standard Hourly Rate	2027 Hourly Rate with 10% Discount	2028 Standard Hourly Rate	2028 Hourly Rate with 10% Discount	2029 Standard Hourly Rate	2029 Hourly Rate with 10% Discount
Senior Principal	\$340	\$306	\$350	\$315	\$361	\$325
Principal Engineer/Scientist	\$326	\$293	\$339	\$305	\$352	\$317
Senior Associate Engineer/Scientist	\$308	\$277	\$323	\$291	\$339	\$305
Associate Engineer/Scientist	\$289	\$260	\$303	\$273	\$318	\$287
Senior Project Engineer/Scientist	\$275	\$248	\$289	\$260	\$303	\$273
Project Engineer/Scientist	\$256	\$231	\$269	\$242	\$282	\$254
Senior Staff 2 Engineer/Scientist	\$237	\$214	\$249	\$224	\$262	\$235
Senior Staff 1 Engineer/Scientist	\$215	\$194	\$226	\$194	\$237	\$203
Staff 2 Engineer/Scientist	\$190	\$171	\$200	\$180	\$210	\$189
Staff 1 Engineer/Scientist	\$166	\$149	\$174	\$157	\$183	\$165
Technician 4	\$147	\$132	\$154	\$139	\$162	\$146
Technician 3	\$126	\$113	\$132	\$119	\$139	\$125
Technician 2	\$173	\$156	\$182	\$164	\$191	\$172



Terraphase Engineering Inc. 2027, 2028 & 2029 Standard Schedule of Charges						
Technician 1	\$151	\$136	\$159	\$143	\$167	\$150
Senior Editor/Senior Project Coordinator	\$127	\$114	\$133	\$120	\$140	\$126
Editor 2/Project Coordinator 2/Accountant 2	\$107	\$96	\$112	\$101	\$118	\$106
Editor 1/Project Coordinator 1/Accountant 1	\$84	\$76	\$88	\$79	\$93	\$83
Administrator/Project Assistant/Billing Specialist	\$183	\$164	\$192	\$173	\$201	\$181

Rates are valid through December 31, 2027, December 31, 2028, and December 31, 2029, respectively, and rates are subject to revision by annual calendar year escalation in January 2030. Rates on invoices will reflect rates in effect at the time of invoicing. Subcontractor fees and other direct costs, such as project supplies and rental equipment, etc., will be itemized and billed at our cost plus a ten percent handling charge. Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).



EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

{SR801406}11

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

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

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

(Education Code §45125.1(h).)

I, as an Officer *[insert "owner" or officer title]* of Terraphase Engineering, Inc.
[insert name of business entity], have read the foregoing and agree that Terraphase Engineering, Inc.
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: May 5, 2026

Name: Hank A. Galindo

Signature:  _____

Title: Chief Human Resources Officer

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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

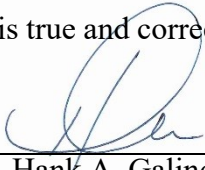
Entity Name: Terraphase Engineering Inc.
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

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

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

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

Date: May 5, 2026

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



Oakland Unified School District
 USURBE Verification
 Calculations & Analysis Worksheet (RFQ/P)

Site: Garfield Elementary School
 Project Name: New Construction Project - SWPPP Consulting Services
 Project Number: 22102

Prime	Sub/Prime	Proposed S/LBE Status	LBP Credit Given	Proposed Contract %	Minimum LBU Requirement Met	LBU Preference Points	Notes
Hertz Environmental	Hertz	SLBE	n/a	100.00%	NO		No LBU Credit - Firm Outside of Geographic Location (Oakland)
Total Proposed LBU Participation:				0%			SLRBE % 0.00% SLBE % 0.00% LBE % 0.00%
						0Pts	This firm does not meet the minimum OUSD LBU requirements.
SKwok Engineers, Inc.	SKwok	LBE	n/a	100.00%	NO		No LBU Credit - Firm Outside of Geographic Location (Oakland)
Total Proposed LBU Participation:				0.00%			SLRBE % 0.00% SLBE % 0.00% LBE % 0.00%
						0Pts	This firm does not meet the minimum OUSD LBU requirements.
Terraphase Engineering	Terraphase	LBE	LBE	100.00%	YES		City of Oakland -LBE Confirmed LBE Credit Given
Total Proposed LBU Participation:				100.00%			SLRBE % 0.00% SLBE % 0.00% LBE % 1100.00%
						2Pts	This firm meets the minimum OUSD LBU requirements.

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.
- LBU Exemption - LBU Calculations provided for reference; Contract is exempt from LBU requirement however if firm awarded is a local firm, work may counted as an LBU Value Add for the District.

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

Non Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

Terraphase Engineering, Inc.

Hertz Environmental
 S Kwok Engineers, Inc.

Shane H. Lubbe
 Approval - LBU Compliance Officer

Prepared by 360 Total Concept
 LBU Calculations - Garfield Elementary School - New Construction Project - SWPPP Consulting Services 3/2026
 Professional Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Garfield Elementary School Modernization Project(SWPP)	Site	118
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Basic Directions

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

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

Contractor Name	Terraphase Engineering, Inc.	Agency's Contact	Alice Hale Price		
OUSD Vendor ID #	004240	Title	Principal Engineer		
Street Address	1300 Clay Street	City	Oakland	State	CA
				Zip	94612
Telephone	510-645-1850	Policy Expires			
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	22102				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-28-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2029
		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)	\$173,640.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9867	Fund 21, Measure Y	210-9655-0-9867-8500-6215-118-9180-9906-9999-22102	6215	\$173,640.00

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 Planning & Management				
	Signature <i>Pranita Ranbhise</i>	Date Approved			
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	5/1/2026		
3.	Chief Systems and Services Officer				
	Signature <i>[Signature]</i>	Date Approved			
4.	Chief Financial Officer Preston Thomas (May 1, 2026 18:45:44 PDT)				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			