Board Office Use: **Legislative File Info.**	
File ID Number	26-1302
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	

Memo (Bid Award)

To Board of Education

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

Board Meeting Date June 24, 2026

Subject Amendment No. 5, 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 Amendment No. 5, General Services Agreement by and between the District and **Terraphase Engineering Inc.,** Oakland, CA, for the latter to provide additional environmental services, including the installation of three additional soil vapor probes and sampling of the new and existing probes, as recommended by the Department of Toxic Substances Control (DTSC), as outlined in the Proposal dated May 13, 2026, which is attached to this Amendment as Exhibit A, for the **Garfield Elementary School Modernization Project,** in an additional amount of **$43,033.00**, which includes a contingency fee of **$3,707.00**, increasing the term of the Agreement's total not-to-exceed amount from **$120,797.00 to $163,830.00,** and extending the term of the Agreement from May 15, 2025, through December 31, 2026 to June 30, 2027 (an additional 181 days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion As the project progressed through design and site analysis, the District identified significant structural, programmatic, and cost constraints that impacted the feasibility of the originally approved modernization approach. As approved by the Board in Resolution No. 2526-0102, the project scope has been revised to a full campus rebuild with early childhood expansion. This shift reflects a strategic decision to deliver a more comprehensive, cost-effective, and programmatically aligned solution. As a result, the requested contract action reflects alignment with the updated, Board-approved project scope and schedule for this project.

LBP (Local Business Participation Percentage) 70.00%

Recommendation Approval by the Board of Education of Amendment No. 5, General Services Agreement by and between the District and **Terraphase Engineering Inc.,** Oakland, CA, for the latter to provide additional environmental services, including the installation of three additional soil vapor probes and sampling of the new and existing probes, as recommended by the Department of Toxic Substances Control (DTSC), as outlined in the Proposal dated May 13, 2026, which is attached to this Amendment as Exhibit A, for the **Garfield Elementary School Modernization Project,** in an additional amount of **$43,033.00**, which includes a contingency fee of **$3,707.00**, increasing the term of the Agreement's total not-to-exceed amount from **$120,797.00 to $163,830.00,** and extending the term of the Agreement from May 15, 2025,

through December 31, 2026 to June 30, 2027 (an additional 181 days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 5, including exhibits
- Routing Form
- File ID's: 26-1026,25-2666, 25-2088 & 25-1954

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

☐ LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: Terraphase Engineering

Project: Garfield ES New Construction

Project #: 22102

Project Manager: John Esposito

Date: 05/04/20

Original Contract Amount (Base Bid): $ 120,797.00

Originally Proposed LBU %: 100 %

Amendment/Change Order No.: 5 Amount: $ 43,033.00

Total Contract Amount (Amended Contract, to Date): $ 163,830.00

Proposed LBU % 70 %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: Terraphase Engineering Address: 1300 Clay Street, Suite 1000 City/State: Oakland, California 94612 Phone: 510-645-1850	$ 115,419.00	70.00 %	0.00 %	0.00 %	City of Oakland - Local
Company: Pitcher Services LLC Address: 218 Demeter St City/State: East Palo Alto, California 94303 Phone: (650) 328-8910	$ 5,913.00	0.00 %	0.00 %	0.00 %	
Company: Ground Penetrating Radar Systems, LLC Address: 1901 Indian Wood Circle City/State: Maumee, Ohio 43537 Phone: 419-843-9804	$ 3,450.00	0.00 %	0.00 %	0.00 %	
Company: Onterris (formerly Enthalpy Analytical) Address: 5900 Hollis St City/State: Emeryville, California 94608 Phone: (510) 486-0900	$ 20,278.00	0.00 %	0.00 %	0.00 %	
Company: Belshire Environmental Services, Inc. Address: 25971 Towne Centre Drive City/State: Foothill Ranch, California 92610 Phone: 949-460-5200	$ 1,277.00	0.00 %	0.00 %	0.00 %	
Company: Confluence Technical Services, Inc Address: 6821 8th Street City/State: Rio Linda, CA 95673 Phone: (707) 639-7709	$ 14,085.00	0.00 %	0.00 %	0.00 %	
	$ 160,422.00	70.00 %	0.00 %	0.00 %	70.00 %

TIFFANY KNUCKLES May 27, 2026

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 5

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Terraphase Engineering Inc.** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **May 15, 2025** ("Agreement"), for the **Garfield Elementary School Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

The CONTRACTOR shall provide the following amended services: Additional environmental services, including the installation of three additional soil vapor probes and sampling of the new and existing probes, as recommended by the Department of Toxic Substances Control (DTSC), as outlined in the Proposal dated May 13, 2026, which is attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

If term is changed: The contract term is extended from December 31, 2026 to June 30, 2027.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: **Forty-three Thousand Thirty-Three Dollars and No/100 ($43,033.00), which includes a contingency fee of $3,707.00).**

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the not-to-exceed total contract price was **One Hundred Twenty Thousand Seven Hundred Ninety-Seven Dollars and No/100 ($120,797.00),** and after this amendment, the not-to-exceed total contract price will be: **One Hundred Sixty-Three Thousand Eight Hundred Thirty Dollars and No/100 ($163,830).**

4. **Amendment History:**

☐ **There are no previous amendments to this Agreement.** **X** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	9-10-2025	Compensation & Term	$9,131.00
02	9-24-2025	Compensation	$88,896.00
03	10-25-2025	Compensation	$2,200.00
04	05-27-2026	Compensation & Term	$9,900.00

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous

oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — Date

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

Preston Thomas (May 28, 2026 20:15:01 PDT)
Preston Thomas, Chief Systems & Services Officer — May 28, 2026 — Date

Approval as to form:

James Traber
James Traber, Esq. Facilities Counsel — 5/27/2026 — Date

CONTRACTOR: TERRAPHASE ENGINEERING INC.

Contractor Signature — 5/20/2026 — Date

Alice Hale Price, Senior Principal Engineer
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: TERRAPHASE ENGINEERING INC.

1. Detailed Description of Services to be provided:: The vendor to provide additional environmental services, including the installation of three additional soil vapor probes and sampling of the new and existing probes, as recommended by the Department of Toxic Substances Control (DTSC), as outlined in the Proposal dated May 13, 2026, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

terraphase engineering

May 13, 2026

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601
Attention: John Esposito

sent via email to john.esposito@ousd.org

Subject: ***Revised*** **Proposal for Installation of Additional Soil-Vapor Wells and Preparation of a Preliminary Endangerment Assessment Work Plan, Garfield Elementary School New Construction Project (District Project Number 22102), Amendment #5**

Dear Mr. Esposito:

Terraphase Engineering Inc. (Terraphase) has completed the scope of work authorized under the Environmental Site Assessment contract for the Garfield Elementary School New School Construction Project (the Site). This work included completion of the Phase I and II Environmental Site Assessments, including field investigation and analytical reporting, initial coordination with the California Department of Toxic Substances Control (DTSC), and preparation of the Environmental Oversight Program (EOP) application, which was submitted to DTSC on March 13, 2026 and is currently pending review.

On April 22, 2026, DTSC provided a *Draft – Preliminary Endangerment Assessment Required*[1] letter in response to the March 17, 2026, *Preliminary Environmental Assessment (PEA) Equivalent Report*[2] prepared by Terraphase. In the letter, DTSC stated that it would neither approve nor disapprove the PEA-Equivalent Report, but determined that the submittal did not contain sufficient information to support the requested determination. DTSC instead requested that a formal PEA be completed in accordance with its comments and that additional Site characterization be conducted as part of the PEA process.

DTSC requested that two rounds of soil vapor sampling be conducted during different seasons, and that additional soil vapor probes be installed under the proposed building footprint. To address this request within the proposed construction timeframe, Terraphase recommends installing three additional soil vapor probes and sampling the new and existing probes at the Site during second quarter 2026, following a discussion with DTSC but prior to completion of a PEA Work Plan.

[1] Department of Toxic Substances Control 2026. *Draft – Preliminary Endangerment Assessment Required, Garfield Elementary School, 1640 22nd Avenue, Oakland, Alameda County, California (Project Code 204351, Envirostor No. 60004080). April 24.*

[2] Terraphase 2025. *Preliminary Environmental Assessment Equivalent Report, Garfield Elementary School, 1640 22nd Avenue, Oakland, California*. Revised March 17.

Ltr_rpt_proposal-Garfield-SV Wells and PEA WP_rev

This proposed amendment includes preparation of a PEA Work Plan to address DTSC's comments and support preparation of the formal PEA. The amendment also includes installation and second-quarter 2026 sampling of the three new soil-vapor probes and four existing soil-vapor probes to address DTSC's request for additional vapor intrusion characterization within the proposed building footprint and to meet DTSC's requested schedule for data collection.

Scope of Work

The scope of work is presented below:

Task 1: Soil Vapor Well Installation and Sampling

In accordance with DTSC's request, Terraphase will install three additional permanent soil-vapor wells with probe tips at 6-feet bgs (or where soil appears most permeable) at the locations shown on Figure 1. Borings will be advanced using a hand auger to a maximum depth of 7-feet bgs. Assuming the soil observed during boring advancement has low permeability, soil-vapor probes will be constructed in 6-inch diameter boreholes using 6-inch-long stainless-steel soil-vapor probe screen implants in accordance with SOP 400-24-00 "Soil-Vapor Probe Installation" included as Attachment A. Following discussion with DTSC, Terraphase may adjust the construction of the soil-vapor probe installation to reflect that described in Appendix D of the *Advisory – Active Soil Gas Investigation*[3] dated July 2015. If groundwater is encountered shallower than 7 ft bgs, the well depth will be shifted up to prevent saturation of the probe tip and filter pack. Soil encountered from each boring will be visually inspected and will be logged by a Terraphase field geologist or engineer in general accordance with the Unified Soil Classification System.

At least 2 weeks after completing installation of the soil-vapor probes, to allow for equilibration, the new and existing soil-vapor probes will be sampled in accordance with SOP 401-24-00 "Soil Vapor and Sub-Slab Soil-Vapor Sampling" included as Attachment A using low-flow sampling methods described in Appendix D of the *Advisory – Active Soil Gas Investigation*, as applicable

Soil-vapor samples will be collected in batch certified summa canisters and analyzed for VOCs using USEPA Method TO-15, total petroleum hydrocarbons as gasoline using USEPA Method TO-3M, and fixed gases including oxygen, carbon dioxide, methane, and helium by ASTM Method D1946.

Soil generated from installation activities will be containerized in drums and stored onsite in a location identified by the client, pending analysis. One 4-point composite sample will be collected from the solid (soil) investigation derived waste (IDW) drum and will be submitted to a state-certified laboratory under chain-of-custody protocols for analysis of metals (USEPA Method 6010), VOCs and TPH-g (USEPA

[3] 2015. California Environmental Protection Agency, Department of Toxic Substances Control, Los Angeles Regional Water Quality Control Board, and San Francisco Water Quality Control Board 2015. *Advisory – Active Soil Gas Investigation*. July.

Method 8260B), and TPH-d and TPH-mo (USEPA Method 8015 Modified) on a standard turnaround basis.

IDW drum(s) will be labeled and stored on-Site while being profiled with the appropriate landfill and will be collected for disposal within approximately 30 days. Disposal costs for one soil drum is included. The soil is assumed to be non-hazardous.

Task 2: PEA Work Plan

Terraphase will prepare a PEA Work Plan that addresses DTSC's comments on the PEA Equivalent Report and presents a proposed scope of work for the additional site characterization and evaluation requested by DTSC. The Work Plan will summarize the proposed technical approach, planned field activities, and reporting necessary to support preparation of the formal PEA. Terraphase will submit the draft Work Plan to the OUSD for review and incorporate one round of comments prior to submittal to DTSC.

Cost Estimate

Terraphase will complete the scope of services described above on a time-and-materials basis, not to exceed $43,033 without prior written consent, in accordance with the current year's Standard Schedule of Charges incorporating a 10 percent discount. The estimated cost to complete the scope of work is presented in the cost estimate included as Table 1.

Task	Original Contract	Amend #1	Amend #2	Amend #3	Amend #4	Requested Amend #5
Phase I ESA	$9,700					
Env. Sampling during Geotech		$8,301				
Phase II Site Investigation, Meetings			$80,814	$2,000	$9,000	
Additional Soil Vapor Well Installation and PEA Work Plan						$39,121
Contingency – 10%	$970	$830	$8,081	$200	$900	$3,912
Amend Total with Contingency	$10,670	$9,131	$88,896	$2,200	$9,900	$43,033
Cumulative Total	$10,670	$19,801	$108,697	$110,897	$120,797	$163,830

As of the last bill cycle (March 31, 2026), Terraphase will have invoiced $110,593.69 against the approved basic fee.

Assumptions

Terraphase has made the following assumptions in preparing this scope of work and associated cost estimate for this proposal:

- Implementation of the scope of work proposed in the PEA Work Plan is not included under this amendment.
- A union-registered driller will be required for installation of the soil-vapor wells.

Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact Clare Steedman at 213-422-5850.

Sincerely,

for Terraphase Engineering Inc.

Clare Steedman, PG
Principal Geologist

Alice Hale Price, PE
Senior Principal Engineer

Attachment (1):

- Table 1 – Time and Materials Cost Estimate

Table 1 - Time and Materials Cost Estimate
Oakland Unified School District
Garfield Elementary School Modernization Project #22102

Category	Units	Standard 2026 Rate	Discount	Rate	Task 1: Additional Soil Vapor Well Installation		Task 2: PEA Work Plan		TOTALS	
					Qty	Cost	Qty	Cost	Qty	Cost
Labor										
Senior Principal	Hour	$ 330.00	10%	$ 297.00		$ -	2	$ 594	2	$ 594
Principal	Hour	$ 313.00	10%	$ 281.70	4	$ 1,127	8	$ 2,254	12	$ 3,380
Senior Associate	Hour	$ 293.00	10%	$ 263.70		$ -		$ -	0	$ -
Associate	Hour	$ 275.00	10%	$ 247.50		$ -	10	$ 2,475	10	$ 2,475
Senior Project	Hour	$ 262.00	10%	$ 235.80	8	$ 1,886	14	$ 3,301	22	$ 5,188
Project	Hour	$ 244.00	10%	$ 219.60		$ -		$ -	0	$ -
Senior Staff 2	Hour	$ 226.00	10%	$ 203.40		$ -	24	$ 4,882	24	$ 4,882
Senior Staff 1	Hour	$ 205.00	10%	$ 184.50	30	$ 5,535		$ -	30	$ 5,535
Staff 2	Hour	$ 181.00	10%	$ 162.90		$ -		$ -	0	$ -
Staff 1	Hour	$ 158.00	10%	$ 142.20		$ -		$ -	0	$ -
Environmental Analyst 2	Hour	$ 140.00	10%	$ 126.00		$ -		$ -	0	$ -
Environmental Analyst 1	Hour	$ 120.00	10%	$ 108.00		$ -		$ -	0	$ -
Senior Technician	Hour	$ 165.00	10%	$ 148.50		$ -		$ -	0	$ -
Technician 4	Hour	$ 144.00	10%	$ 129.60		$ -		$ -	0	$ -
Technician 3	Hour	$ 121.00	10%	$ 108.90		$ -		$ -	0	$ -
Technician 2	Hour	$ 102.00	10%	$ 91.80		$ -		$ -	0	$ -
Technician 1	Hour	$ 80.00	10%	$ 72.00		$ -		$ -	0	$ -
Senior Editor/ Senior Project Coordinator	Hour	$ 174.00	10%	$ 156.60		$ -	4	$ 626	4	$ 626
Editor 2/Project Coordinator 2/Accountant 2	Hour	$ 154.00	10%	$ 138.60		$ -		$ -	0	$ -
Editor 1/Project Coordinator 1/Accountant 1	Hour	$ 128.00	10%	$ 115.20		$ -		$ -	0	$ -
Administrator/Project Assistant/Billing Specialist	Hour	$ 108.00	10%	$ 97.20	1	$ 97	1	$ 97	2	$ 194
Total Terraphase Labor						**$ 8,645**		**$ 14,229**		**$ 22,874**
Direct Costs										
Subcontractor										
Enthalpy VOCS by TO-15	sample	$ 182.00		$ 182.00	8	$ 1,456		$ -	8	$ 1,456
Enthalpy TPH-G by TO-3	sample	$ 102.00		$ 102.00	8	$ 816		$ -	8	$ 816
Enthalpy Helium + Fixed Gases	sample	$ 112.00		$ 112.00	8	$ 896		$ -	8	$ 896
Utility Locator	lump sum	$ 1,000.00		$ 1,000.00	1	$ 1,000		$ -	1	$ 1,000
Union Drilling Contractor	lump sum	$ 5,913.00		$ 5,913.00	1	$ 5,913		$ -	1	$ 5,913
ACPWA Drilling Permit Fee	lump sum	$ 445.00		$ 445.00	1	$ 445		$ -	1	$ 445
Enthalpy 1-L batch-cert canisters	Sample	$ 57.00		$ 57.00	10	$ 570		$ -	10	$ 570
Enthalpy Soil-Gas Manifold	sample	$ 42.00		$ 42.00	10	$ 420		$ -	10	$ 420
Enthalpy 3 way valve connector	Sample	$ 15.00		$ 15.00	10	$ 150		$ -	10	$ 150
Enthalpy Sampling Tee	each	$ 20.00		$ 20.00	1	$ 20		$ -	1	$ 20
Enthalpy IDW sampling	sample	$ 427.00		$ 427.00	1	$ 427		$ -	1	$ 427
Eco Rentals- PID	day	$ 110.00		$ 110.00	2	$ 220		$ -	2	$ 220
Eco Rentals- Helium Detector	day	$ 190.00		$ 190.00	1	$ 190		$ -	1	$ 190
Eco Rentals- purge pump	day	$ 50.00		$ 50.00	1	$ 50		$ -	1	$ 50
Eco Rentals- Helium Regulator	day	$ 10.00		$ 10.00	1	$ 10		$ -	1	$ 10
Eco Rentals - Compressed Helium Gas	day	$ 212.50		$ 212.50	1	$ 213		$ -	1	$ 213
Waste Disposal (non-hazardous)	drum	$ 767.00		$ 767.00	1	$ 767		$ -	1	$ 767
Total Subcontractor Costs						***$ 13,563***		***$ -***		***$ 13,563***
Other Direct Costs										
Permit Mailing	event	$ 50.00		$ 50.00	1	$ 50		$ -	1	$ 50
Total Other Direct Costs						***$ 50***		***$ -***		***$ 50***
Direct Cost Handling		10%		10.0%		$ 1,361		$ -		$ 1,361
Total Direct Costs						**$ 14,974**		**$ -**		**$ 14,974**
Terraphase Equipment/Supplies (ERS)										
Truck/Vehicle (day)	Day	$ 210.00		$ 210.00	3	$ 630		$ -	3	$ 630
IPad and Electronic Field Data (day)	Day	$ 42.00		$ 42.00	3	$ 126		$ -	3	$ 126
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	$ 25.00		$ 25.00	3	$ 75		$ -	3	$ 75
Field Health and Safety and Decon Supplies (daily fee)	Day	$ 35.00		$ 35.00	3	$ 105		$ -	3	$ 105
Nylaflow tubing	Per Ft.	$ 3.00		$ 3.00	50	$ 150		$ -	50	$ 150
Silicon Tubing	Foot	$ 5.00		$ 5.00	25	$ 125		$ -	25	$ 125
Sampling Shroud	Day	$ 62.00		$ 62.00	1	$ 62		$ -	1	$ 62
Total Terraphase Equipment/Supplies (ERS)						**$ 1,273**		**$ -**		**$ 1,273**
Mileage Costs										
Mileage	mile	$ 0.725		$ 0.725		$ -		$ -	0	$ -
Total Mileage Costs						**$ -**		**$ -**		**$ -**
Total Estimated Project Unit Costs						**$ 24,892**		**$ 14,229**		**$ 39,121**
10% Contingecy						$ 2,489		$ 1,423		$ 3,912
Total Estimated Project Unit Costs, With Contingecy						**$ 27,381**		**$ 15,652**		**$ 43,033**

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Garfield Elementary School Modernization Project	**Site**	118

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 **x** Workers compensation insurance certification, unless vendor is a sole provider

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? ☒Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	22102						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2027

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$43,033.00
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
9657/9867	**Fund 21, Measure Y**	**210-9657-0-9867-8500-6274-118-9180-9906-9999-22102**	**6274**	**$43,033.00**

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax 510-535-7082
	Executive Director, Facilities			
	Signature Pranita Ranbhise		Date Approved	May 28, 2026
2.	**OUSD Counsel, Facilities**			
	Signature James Traber		Date Approved	5/27/2026
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (May 28, 2026 20:15:01 PDT)		Date Approved	May 28, 2026
4.	**Chief Financial Officer**			
	Signature		Date Approved	
5.	**President, Board of Education**			
	Signature		Date Approved	

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	26-1026
Introduction Date	05-27-2026
Enactment Number	26-1004
Enactment Date	5/27/2026 CJH

Memo (Bid Award)

To Board of Education

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

Board Meeting Date May 27, 2026

Subject Amendment No. 4, 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 Amendment No. 4, General Services Agreement by and between the District and **Terraphase Engineering Inc.,** Oakland, CA, for the latter to provide environmental support services to the District, including the preparation of responses and reports for submission to the Department of Toxic Substances Control (DTSC), as well as additional environmental service, as outlined in the Proposal dated March 20, 2026, which is attached to this Amendment as Exhibit A, for the **Garfield Elementary School Modernization Project,** in an additional amount of **$9,900.00**, which includes a contingency fee of **$900.00**, increasing the term of the Agreement's total not-to-exceed amount from **$110,897.00 to $120,797.00,** and extending the term of the Agreement from May 15, 2025, through June 30, 2026 to December 31, 2026, an (additional 184 days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion As the project progressed through design and site analysis, the District identified significant structural, programmatic, and cost constraints that impacted the feasibility of the originally approved modernization approach. As approved by the Board in Resolution No. 2526-0102, the project scope has been revised to a full campus rebuild with early childhood expansion. This shift reflects a strategic decision to deliver a more comprehensive, cost-effective, and programmatically aligned solution. As a result, the requested contract action reflects alignment with the updated, Board-approved project scope and schedule for this project.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 4, General Services Agreement by and between the District and Terraphase Engineering Inc., Oakland, CA, for the latter to provide environmental support services to the District, including the preparation of responses and reports for submission to the Department of Toxic Substances Control (DTSC), as well as additional environmental service, as outlined in the Proposal dated March 20, 2026, which is attached to this Amendment as Exhibit A, for the Garfield Elementary School Modernization Project, in an additional amount of $9,900.00, which includes a contingency fee of $900.00, increasing the term of the Agreement's total not-to-exceed amount from $110,897.00 to $120,797.00, and extending the term of the Agreement from May 15, 2025, through June 30,

2026 to December 31, 2026, an (additional 184 days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 4, including exhibits
- Routing Form
- File ID's: 25-2666, 25-2088 & 25-1954

OAKLAND BUILT

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

☒ LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: Terraphase Engineering Original Contract Amount (Base Bid): $ 110,897.00

Project: Garfield ES New Construction Originally Proposed LBU %: 100 %

Amendment/Change Order No.: 4

Project Manager: John Esposito

Total Contract Amount (Amended Contract, to Date): $ 9,900.00

Date: 03/26/26

Proposed LBU % 100 %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: Teraphase Engineering Address: 1300 Clay Street Ste 1000 City/State: Oakland, CA Phone: 510-645-1850	9,900.0	100.0(%	%	%	City of Oakland - Local
Company: Address: City/State: Phone:	$ 0.00	%	%	%	
Company: Address: City/State: Phone:	$ 0.00	%	%	%	
Company: Address: City/State: Phone:	$ 0.00	%	%	%	
Company: Address: City/State: Phone:	$ 0.00	%	%	%	
Company: Address: City/State: Phone:	$ 0.00	%	%	%	
	$ 9,900.00	100.0(%	0.00 %	0.00 %	100.0(%

TIFFANY KNUCKLES Apr 01, 2026

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 4

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Terraphase Engineering Inc.** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **May 15, 2025** ("Agreement"), for the **Garfield Elementary School Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

The CONTRACTOR shall provide the following amended services: The vendor to provide environmental support services to the District, including the preparation of responses and reports for submission to the Department of Toxic Substances Control (DTSC), as well as additional environmental service, as outlined in the Proposal dated March 20, 2026, which is attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.

If term is changed: The contract term is extended from June 30, 2026 to December 31, 2026.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: **Nine Thousand Nine Hundred Dollars and No/100 ($9,900.00), which includes a contingency fee of $900.00).**

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the not-to-exceed total contract price was **One Hundred Ten Thousand Eight Hundred Ninety-Seven Dollars and No/100 ($110,897.00),** and after this amendment, the not-to-exceed total contract price will be: **One Hundred Twenty Thousand Seven Hundred Ninety-Seven Dollars and No/100 ($120,797.00).**

4. **Amendment History:**

☐ **There are no previous amendments to this Agreement.** **X** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	9-10-2025	Compensation & Term	$9,131.00
02	9-24-2025	Compensation	$88,896.00
03	10-25-2025	Compensation	$2,200.00

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — 5/28/2026 Date

Denise Gail Saddler Ed.D., Interim Superintendent and Interim Secretary, Board of Education — 5/28/2026 Date

Preston Thomas (Apr 30, 2026 08:46:09 PDT)
Preston Thomas, Chief Systems & Services Officer — Apr 30, 2026 Date

Approval as to form:

James Traber
James Traber, Esq.
Facilities Counsel — 4/27/2026 Date

CONTRACTOR: TERRAPHASE ENGINEERING INC.

Contractor Signature — 4/21/2026 Date

Alice Hale Price, Senior Principal Engineer
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: TERRAPHASE ENGINEERING INC.

1. Detailed Description of Services to be provided:: The vendor to provide environmental support services to the District, including the preparation of responses and reports for submission to the Department of Toxic Substances Control (DTSC), as well as additional environmental service, as outlined in the Proposal dated March 20, 2026, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

terraphase engineering

March 20, 2026

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601
Attention: John Esposito

sent via email to john.esposito@ousd.org

Subject: Proposal for Ongoing Support – Environmental Site Assessment (ESA), Garfield Elementary School New Construction Project (District Project Number 22102), Amendment #4

Dear Mr. Esposito:

Terraphase Engineering Inc. (Terraphase) has completed the scope of work authorized under the Environmental Site Assessment contract for the Garfield Elementary School New School Construction Project (the Site). This work included completion of the Phase I and II Environmental Site Assessments, including field investigation and analytical reporting, initial coordination with the California Department of Toxic Substances Control (DTSC), and preparation of the Environmental Oversight Program (EOP) application, which was submitted to DTSC on March 13, 2026 and is currently pending review.

Based on the current status of the project, Terraphase anticipates that the remaining authorized budget will be applied toward removal and disposal of investigation-derived waste (including on-site waste drums) and continued participation in bi-weekly project meetings over the next one to two months, as coordination with Oakland Unified School District (District, or OUSD) and DTSC continues.

Following submittal of the EOP application and associated technical report, DTSC is expected to provide review comments. Terraphase anticipates that additional coordination and response efforts will be required to address DTSC comments, support review of an oversight agreement, and assist the District with other as-needed environmental and regulatory coordination tasks as the project advances.

This proposed amendment is intended to provide continued regulatory coordination and technical support beyond the original Phase II scope, on an as-needed basis, to support DTSC engagement and ongoing project implementation.

Scope of Work

The scope of work is presented below:

Task 1a: DTSC Coordination and Oversight Support

Terraphase will provide ongoing coordination with DTSC during review of the EOP application and preparation of an oversight agreement. This task may include review of DTSC correspondence,

File: ltr-proposal-Garfield-Ongoing Support

participation in calls or meetings with DTSC staff, and coordination with the District regarding regulatory requirements, schedule implications, and next steps.

Task 1b: Response to DTSC Comments

Upon receipt of DTSC comments on the submitted report and application materials, Terraphase will assist the District by preparing written responses, revising technical documents as needed, and supporting resubmittals or follow-up discussions with DTSC, as requested.

Task 1c: As-Needed Environmental Support and Meetings

Terraphase will continue to support the District with project-related environmental coordination, including attendance at bi-weekly project meetings, coordination with OUSD staff and consultants, and other environmental or regulatory tasks that may arise as the project progresses.

Schedule

The services described herein will be performed on an as-needed basis following authorization of this amendment. The duration of the effort will depend on DTSC review timelines and overall project needs. Terraphase requests that our existing contract be extended through December 31, 2026.

Cost Estimate

Terraphase will complete the scope of services described above on a time-and-materials basis, not to exceed $9,900 without prior written consent, in accordance with the current year's Standard Schedule of Charges incorporating a 10 percent discount. The cost estimate is equivalent to approximately 32 hours of principal-level effort.

Task	Original Contract	Amend #1	Amend #2	Amend #3	Requested Amend #4
Phase I ESA	$9,700				
Env. Sampling during Geotech		$8,301			
Phase II Site Investigation, Meetings			$80,814	$2,000	$9,000
Contingency – 10%	$970	$830	$8,081	$200	$900
Amend Total with Contingency	$10,670	$9,131	$88,896	$2,200	$9,900
Cumulative Total	$10,670	$19,801	$108,697	$110,897	$120,797

As of the last bill cycle (February 28, 2026), Terraphase will have invoiced $108,936.88 against the approved basic fee.

Assumptions

Terraphase has made the following assumptions in preparing this scope of work and associated cost estimate for this proposal:

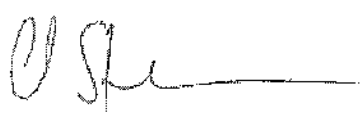
- DTSC review comments will be limited to the submitted Phase II report and EOP application materials.
- Additional investigation, remediation planning, or construction-related environmental oversight is not included unless separately authorized.
- Services will be coordinated with the District and prioritized based on regulatory and project schedule needs.

Closing

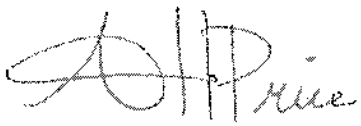
Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact Clare Steedman at 213-422-5850.

Sincerely,

for Terraphase Engineering Inc.



Clare Steedman, PG
Principal Geologist



Alice Hale Price, PE
Principal Engineer

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Garfield Elementary School Modernization Project	**Site**	118

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

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? ☒Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	22102						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$9,900.00
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
9657/9867	Fund 21, Measure Y	210-9657-0-9867-8500-6220-118-9180-9906-9999-22102	6220	$9,900.00

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax 510-535-7082
	Executive Director, Facilities			
	Signature Pranita Ranbhise	Date Approved	May 1, 2026	
2.	**OUSD Counsel, Facilities**			
	Signature James Traber	Date Approved	4/27/2026	
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Apr 30, 2026 08:46:09 PDT)	Date Approved	Apr 30, 2026	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25-2666
Introduction Date	12-10-2025
Enactment Number	25-2107
Enactment Date	12/10/2025 CJH

Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date December 10, 2025

Subject Amendment No. 3, 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 Amendment No. 3, General Services Agreement by and between the District and **Terraphase Engineering Inc.,** Oakland, CA, for the latter to provide additional environmental services, as outlined in the Proposal dated October 7, 2025, which is attached to this Amendment as Exhibit A, for the **Garfield Elementary School Modernization Project,** in an additional amount of **$2,200.00**, which includes a contingency fee of **$200.00**, increasing the term of the Agreement's total not-to-exceed amount from **$108,697.00 to $110,897.00.** All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for biweekly meetings with the District to review environmental findings and documents to ensure they in compliance with environmental requirements.

LBP (Local Business Participation Percentage) 50.22%

Recommendation Approval by the Board of Education of Amendment No. 3, General Services Agreement by and between the District and Terraphase Engineering Inc., Oakland, CA, for the latter to provide additional environmental services, as outlined in the Proposal dated October 7, 2025, which is attached to this Amendment as Exhibit A, for the Garfield Elementary School Modernization Project, in an additional amount of $2,200.00, which includes a contingency fee of $200.00, increasing the term of the Agreement's total not-to-exceed amount from $108,697.00 to $110,897.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 3, including exhibits
- Routing Form
- File ID's: 25-2088, 25-1954 & 25-1018

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 3

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Terraphase Engineering Inc.** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **May 15, 2025** ("Agreement"), for the **Garfield Elementary School Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

   If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

   The CONTRACTOR shall provide the following amended services: The vendor to attend biweekly project meetings with District staff to ensure proper coordination, and review of environmental findings, confirming alignment with regulatory environmental requirements, as outlined in the Proposal dated October 7, 2025, which is attached to this Amendment as Exhibit A.

2. **Terms** (duration): **X** The term of the contract is unchanged. ☐ The term of the contract has changed.

   If term is changed:

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   If the compensation is changed: The not to exceed contract price is

   X Increased by: **Two Thousand Two Hundred Dollars and No/100 ($2,200.00).**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not-to-exceed total contract price was **One Hundred Eight Thousand Six Hundred Ninety-Seven Dollars and No/100 ($108,697.00),** and after this amendment, the not-to-exceed total contract price will be: **One Hundred** Ten **Thousand Eight Hundred Ninety-Seven Dollars and No/100 ($110,897.00).**

4. **Amendment History:**

   ☐ **There are no previous amendments to this Agreement.** **X** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	9-10-2025	Compensation & Term	$9,131.00
02	9-24-2025	Compensation	$88,896.00

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

Contract No. | P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — Date: 12/11/2025

Denise Gail Saddler G. Ed.D., Interim Superintendent and Interim Secretary, Board of Education — Date: 12/11/2025

Preston Thomas (Nov 7, 2025 08:58:37 PST)

Preston Thomas, Chief Systems & Services Officer — Date: Nov 7, 2025

Approval as to form:

James Traber, Esq. Facilities Counsel — Date: 11/6/2025

CONTRACTOR: TERRAPHASE ENGINEERING INC.

Contractor Signature — Date: 10/29/2025

Alice Hale Price, Sr. Principal Engineer

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: TERRAPHASE ENGINEERING INC.

1. Detailed Description of Services to be provided:: The vendor to attend biweekly project meetings with District staff to ensure proper coordination, and review of environmental findings, confirming alignment with regulatory environmental requirements, as outlined in the Proposal dated October 7, 2025, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

terraphase engineering

October 7, 2025

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601
Attention: John Esposito

sent via email to john.esposito@ousd.org

Subject: Proposal for Bi-Weekly Project Meetings – Environmental Services, Garfield Elementary School Interim Housing and Modernization Project (District Project #22102)

Dear Mr. Esposito:

Terraphase Engineering Inc. (Terraphase) is pleased to provide Oakland Unified School District (District, or OUSD) with this *Proposal for Bi-Weekly Project Meetings – Environmental Services* for the Garfield Elementary School Interim Housing and Modernization Project (the Site) located at 1640 22nd Avenue in Oakland, California. In May 2025, Terraphase was awarded contracts to provide a Phase I Environmental Site Assessment and California Environmental Quality Act (CEQA) documentation for the Project. During the course of the Phase I ESA, Terraphase identified recognized environmental conditions (RECs) associated with the Project site and on- and off-site historical uses, which will likely require engagement with a regulatory agency to oversee project development. In August 2025, Terraphase was awarded a change order to perform a Phase II Site Investigation.

The scope of work for this proposal consists of attendance at biweekly project meetings hosted by the District, through June 2026. Terraphase will provide a representative to participate in the meetings, provide updates on the Phase II Site Investigation, address questions from District staff, and document action items as needed.

Scope of Work

The scope of work is presented below:

Task 1: Bi-weekly Project Meetings

Terraphase will attend biweekly project-related meetings with District staff. This effort will ensure proper coordination, review of environmental findings, and alignment with regulatory requirements. The cost for attendance at these meetings over a period of six months (through June 2026) is included in this proposal.

Files for proposal-Garfield-EnvMeetings

Schedule

The proposed work can begin upon acceptance of this proposal. Scheduling is dependent on The District. Terraphase requests that our existing contract be extended through June 30, 2026.

Cost Estimate

Terraphase will complete the scope of services described above on a time-and-materials basis, not to exceed $2,200 without prior written consent, in accordance with the current year's Standard Schedule of Charges incorporating a 10 percent discount.

Task	Cost	Notes
Task 1. Bi-weekly Project Meetings	$2,000	
Subtotal	$2,000	
Contingency – 10%	$200	Requires project manager approval
Total with Contingency	$2,200	

Assumptions

Terraphase has made the following assumptions in preparing this scope of work and associated cost estimate for this proposal:

- A Terraphase representative will attend bi-weekly District-hosted meetings for a period of six months (through June 2026) to discuss project progress and environmental-related matters.

Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact Clare Steedman at 213-422-5850.

Sincerely,

for Terraphase Engineering Inc.



Clare Steedman, PG
Principal Geologist



Alice Hale Price, PE
Principal Engineer

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

PRIME: Terraphase Engineering	Original Contract Amount (Base Bid):		$108,697.00
Project: Garfield Site Renovation	Originally Proposed LBU %:		48.20%
Project #: 22102	**Amendment/Change Order No.:**	----------	3
Project Manager: John Esposito	Total Contract Amount (Amended Contract, to Date):		$113,097.00
	Proposed LBU %		50.22%

Amended Contract Value: $

	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: Terraphase					
Address: 1300 Clay St Ste 1000	$56,797	50%			
City/State: Oakland, CA					
Phone: 510-645-1850					City of Oakland - Local
Company:					
Address:					
City/State:					
Phone:					
Company:					
Address:	$				
City/State:					
Phone:					
Company:					
Address:	$				
City/State:					
Phone:					
Company:					
Address:	$				
City/State:					
Phone:					
Company:					
Address:	$				
City/State:					
Phone:					
	$56,797.00	50.2%	0.0%	0.0%	**50.2%**

APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU impacted.

Updated by 360 Total Concept - Nov 2023

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Garfield Elementary School Modernization Project	**Site**	118

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 **x** Workers compensation insurance certification, unless vendor is a sole provider

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? ☒Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	22102						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$2,200.00
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**	**210-9655-0-9867-8500-6220-118-9180-9906-9999-22102**	**6220**	**$2,200.00**

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax 510-535-7082
	Executive Director, Facilities			
	Signature Sele Nadel-Hayes (Nov 7, 2025 11:25:37 PST)		Date Approved	Nov 7, 2025
2.	**OUSD Counsel, Facilities**			
	Signature James Traber		Date Approved	11/6/2025
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Nov 7, 2025 08:58:37 PST)		Date Approved	Nov 7, 2025
4.	**Chief Financial Officer**			
	Signature		Date Approved	
5.	**President, Board of Education**			
	Signature		Date Approved	

THIS FORM IS NOT A CONTRACT

FILE ID 25-2088

Board Office Use: **Legislative File Info.**	
File ID Number	25-2088
Introduction Date	09-24-2025
Enactment Number	25-1658
Enactment Date	9/24/2025 os

Memo (Bid Award)

To Board of Education

From Denise Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date September 24, 2025

Subject Amendment No. 2, Agreement for General Services – Terraphase Engineering Inc. – Garfield Elementary School Modernization Project– Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2, General Services Agreement by and between the District and **Terraphase Engineering Inc.,** Oakland, CA., for the latter to provide a preliminary field investigation, reporting, and assistance with regulatory agency involvement for the **Garfield Elementary School Modernization Project**, in an additional amount of **$88,896.00,** which includes a contingency fee of **$8,081.00**, increasing the term of the Agreement amount from **$19,801.00 to $108,697.00.** All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for a field investigation, reporting & ongoing site assessment at the Garfield site.

LBP (Local Business Participation Percentage) 48.2%

Recommendation Approval by the Board of Education of Amendment No. 2, General Services Agreement by and between the District and Terraphase Engineering Inc., Oakland, CA., for the latter to provide a preliminary field investigation, reporting, and assistance with regulatory agency involvement for the Garfield Elementary School Modernization Project, in an additional amount of $88,896.00, which includes a contingency fee of $8,081.00, increasing the term of the Agreement amount from $19,801.00 to $108,697.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 2, including exhibits
- Routing Form
- File IDs: 25-1954(not yet approved)

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 2

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Terraphase Engineering Inc.** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **May 15, 2025** ("Agreement"), for the **Garfield Elementary School Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

   If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

   The CONTRACTOR shall provide the following amended services: To conduct a preliminary evaluation of the site's environmental condition and prepare a Health & Safety report along with a field assessment, as outlined in the Proposal dated August 6, 2025, which is attached to this Amendment as Exhibit A.

2. **Terms** (duration): **X** The term of the contract is unchanged. ☐ The term of the contract has changed.

   If term is changed:

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   If the compensation is changed: The not to exceed contract price is

   X Increased by: **Eighty-Eight Thousand Eight Hundred Ninety-Six Dollars and No/100 ($88,896.00).**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not-to-exceed total contract price was **Nineteen Thousand Eight Hundred One Dollars and No/100 ($19,801.00),** and after this amendment, the not-to-exceed total contract price will be: **One Hundred Eight Thousand Six Hundred Ninety-Seven Dollars and No/100 ($108,697.00).**

4. **Amendment History:**

   ☐ **There are no previous amendments to this Agreement.** ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	9-10-2025	Compensation & Term	$9,131.00

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

Contract No. P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — 9/25/2025 Date

Denise Saddler G. EdD, Interim Superintendent and Interim Secretary, Board of Education — 9/25/2025 Date

Preston Thomas (Aug 28, 2025 00:33:49 PDT)

Preston Thomas, Chief Systems & Services Officer — Aug 28, 2025 Date

Approval as to form:

James Traber, Esq. Facilities Counsel — 8/26/2025 Date

CONTRACTOR: TERRAPHASE ENGINEERING INC.

Contractor Signature — 8/15/2025 Date

Alice Hale Price, Principal Engineer

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: TERRAPHASE ENGINEERING INC.

1. Detailed Description of Services to be provided:: To conduct a preliminary evaluation of the site's environmental condition and prepare a Health & Safety report along with a field assessment, as outlined in the Proposal dated August 6, 2025, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

OAKLAND BUILT

PRIME: Terraphase Engineering	Original Contract Amount (Base Bid):	$19,801.00
Project: Garfield Site Renovation	Originally Proposed LBU %:	80.34%
Project #: 22102	**Amendment/Change Order No.:** ----------	2
Project Manager: John Esposito	Total Contract Amount (Amended Contract, to Date):	$108,697.00
	Proposed LBU %	48.20%

Amended Contract Value:	$				
	Total Dollar Amount of Work	**LBE %**	**SLBE%**	**SLBRE%**	**Certification Type & No.**
PRIME Company: Terraphase Address: 1300 Clay St Ste 1000 City/State: Oakland, CA Phone: 510-645-1850	$52,397	48%			City of Oakland - Local
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:	$				
Company: Address: City/State: Phone:	$				
Company: Address: City/State: Phone:	$				
Company: Address: City/State: Phone:	$				
	$52,397.00	48.2%	0.0%	0.0%	**48.2%**

TIFFANY KNUCKLES Aug 07, 2025

APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU impacted.

terraphase engineering

August 6, 2025

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601
Attention: John Esposito

sent via email to john.esposito@ousd.org

Subject: Proposal for Phase II Site Investigation, Garfield Elementary School Interim Housing and Modernization Project (District Project #22102)

Dear Mr. Esposito:

Terraphase Engineering Inc. (Terraphase) is pleased to provide Oakland Unified School District (District, or OUSD) with this *Proposal for Phase II Site Investigation for the Garfield Elementary School Interim Housing and Modernization Project* (the Site) located at 1640 22nd Avenue in Oakland, California. In May 2025, Terraphase was previously awarded contracts to provide a Phase I Environmental Site Assessment and California Environmental Quality Act (CEQA) documentation for the Project. During the course of the Phase I ESA, Terraphase identified recognized environmental conditions (RECs) associated with the Project site and on- and off-site historical uses, which will likely require engagement with a regulatory agency to oversee project development.

The scope of work below has been developed to provide a preliminary evaluation of the environmental condition of the Site; Terraphase notes that based on the results of this investigation and engagement with a regulatory agency, further investigation may be warranted. The scope proposed below is based on the assumption that the entirety of the Site will be utilized in the new school project, either for building construction, play fields, parking lots, or other school-related features. Based on the results of the Phase II investigation, either a Preliminary Environmental Assessment (PEA) – Equivalent report or a PEA Work Plan will be prepared and DTSC or Alameda County Environmental Health Department (ACEHD) will be engaged.

Scope of Work

The scope of work presented below is divided into three tasks, a field investigation, reporting, and assistance with regulatory agency involvement.

Task 1: Site Investigation

The District has elected to voluntarily conduct a focused soil, groundwater, and soil vapor characterization investigation prior to entering into regulatory agency oversight. The intent of the proposed investigation is to characterize potential risk associated with surface and subsurface soil conditions for soil that will be disturbed during the Site redevelopment. The environmental investigation

shall comprise of subsurface environmental drilling, soil and grab-groundwater sampling, and soil vapor probe installation and sampling.

Prior to performing the field work, Terraphase will complete the following tasks:

- **Health and Safety Plan Preparation**. Terraphase will perform work in accordance with a Site-specific HASP.
- **Meeting with District**. Terraphase will attend one additional scoping meeting with District representatives to confirm the planned approach.
- **Field Preparation**. General field preparation will include coordinating the analytical laboratory, equipment rentals/procurement for the proposed sampling activities, drilling subcontractor, site access, and field staff scheduling.
- **Utility Mark-out and Clearance.** Terraphase will mark the property for Underground Service Alert North (USAN) at least two full working days before intrusive activities. In addition, Terraphase will hire a private utility locator to clear boring locations on a day when or before drilling occurs.
- **Procure Drilling Permit.** Terraphase will procure a drilling permit for the soil borings and grab groundwater locations discussed below. Alameda County Public Works Agency requires boring permits for all borings deeper than 5 feet and for soil vapor borings well installation. The permit requires a 10-15 day lead time.

Terraphase will complete the following field tasks to assess soil at the Site:

- Oversee a private utility surveyor to locate utilities surrounding up to 14 proposed boring locations identified below. A map with proposed boring locations is provided as Figure 1.
- Advancement and sampling of 14 boring locations. A summary of proposed sampling locations and depths is provided below:
    - Former residential buildings: Advance two borings on the western side of Site for collection of soil samples (3 feet below ground surface [bgs]). Samples will be collected at the surface directly beneath aggregate base if present, and at 2.5 feet bgs.
    - Former fire area: Advance four borings on eastern side of Site for collection of soil samples (3 feet bgs). Samples will be collected at the surface directly beneath aggregate base if present, and at 2.5 feet bgs.
    - Former potential oil tanks: Avance two soil borings for collection of soil samples in the area of the former potential oil tanks (15 feet bgs). Samples will be collected at surface (below aggregate base), 2.5, 5, and 10 feet bgs. Soil samples will not be collected from saturated material. If groundwater is encountered, a grab-groundwater sample will be collected from each boring. Terraphase will also advance two co-located borings to 5.5 feet bgs for installation of permanent soil vapor wells.
    - Southern adjoining properties: Advance two borings for installation and sampling of permanent soil vapor probes (5.5 feet bgs)..
- Soil samples will be collected in laboratory supplied bottle ware at a minimum of two depths per boring, with additional deeper samples collected and placed on hold. If impacts are identified in

primary samples and vertical delineation is required, samples that have been collected and placed on hold with the laboratory may be analyzed, however, costs for additional analysis are not included.

- One duplicate soil vapor sample will be collected. One field equipment blank will be collected per day and analyzed for the suite of samples identified below. One trip blank will be submitted per day for analysis of volatile organic compounds (VOCs) only.
- Soil samples will be analyzed for the following chemicals of concern (COCs).
  - Title 22 metals by USEPA Methods 6010B/7471A
  - organochlorine pesticides (OCPs) by USEPA Method 8081
  - asbestos by polarized light microscopy
  - polycyclic aromatic hydrocarbons by USEPA Method 8270SIM
  - total petroleum hydrocarbons (TPH) full carbon chain by USEPA Method 8015C in 5 and 10 foot bgs samples collected near former potential oil tanks
  - VOCs and TPH in the gasoline range (TPH-g) by USEPA Method 8260B/5035 in 5 and 10 foot bgs samples collected near former potential oil tanks
  - dioxins and furans compounds by USEPA Method 1613/8290in the surface samples collected from the vicinity of the former fire
- Soil vapor sampling will be conducted using a sampling shroud and helium gas as the leak check compound. Soil vapor samples will be analyzed for VOCs, TPH-g, fixed gases, and helium.
- Drum investigation-derived waste; profile waste and oversee disposal. Soil is assumed to be disposed of as non-hazardous waste. The following COCs will be analyzed from drummed soil and/or groundwater:
  - Title 22 metals by USEPA Methods 6010B/7471A
  - VOCs and TPH-g by USEPA Method 8260B
  - TPH quantified as diesel and motor oil (TPH-d/-mo) by USEPA Method 8015

Task 2: Analytical Results and Reporting

Upon receipt of the certified laboratory analytical reports, Terraphase will enter the data into a database. Analytical results will be compared against the most recent DTSC Human and Ecological Risk Office Note 3 screening levels (DTSC-SLs) for residential soil.

For waste characterization purposes, analytical results will be compared against Federal and California State Hazardous Waste Criteria to determine if total concentrations indicate exceedances per California State Total Threshold Limit Concentration (TTLC) or screening thresholds for Federal Toxicity Characteristics Leaching Procedure (TCLP) and/or Soluble Threshold Limit Concentration (STLC). Terraphase has assumed that 50 percent of the soil samples will need to be extracted using both methods and the leachate analyzed for one metal.

Based on the findings, Terraphase will recommend preparation of either Preliminary Environmental Assessment (PEA) Equivalent report inclusive of a screening level human health risk assessment (in the event that the environmental impacts appear to be adequately characterized) or PEA Work Plan (in the event that the results warrant further investigation). The report will include a summary of the sampling activities, analytical results, a discussion of findings, with an emphasis on data above regulatory screening levels, figures of the Site and sampling locations, permits if required, copies of the field logs, the summary data tables, boring logs, and copies of the certified analytical reports. The costs presented in this proposal assume the preparation of a PEA-E document.

Task 3: Regulatory Agency Voluntary Site Mitigation Program

As the proposed environmental site assessment will be conducted on a voluntary basis, Terraphase will continue to advise and assist the District with potential regulatory agency requirements to develop a path forward for environmental review, including submitting the investigation report to DTSC or Alameda County, based on discussions with the District. A total of 26 hours is assumed for this task, which may include:

- Email communications with DTSC and/or ACEHD to outline the project scope and provide an update on Site investigation results.
- Preparatory virtual meeting with OUSD risk management team to discuss approach.
- Preparation of an Environmental Oversight Program (EOP) application and submitting the form to DTSC or ACEHD.
- Virtual scoping meeting with DTSC or ACEHD to present the project scope, ongoing environmental monitoring, and proposed additional investigation (if needed) and construction monitoring approach.
- Up to one additional meeting with DTSC or ACEHD staff.

Schedule

The proposed work can begin upon acceptance of this proposal, and to allow proper lead time for procurement of a soil boring permit from Alameda Public Works. Scheduling of field work is dependent on identification of three consecutive days when school is not in session.

Cost Estimate

Terraphase will complete the scope of services described above on a time-and-materials basis, not to exceed $88,896 without prior written consent, in accordance with our 2025 Standard Schedule of Charges incorporating a 10 percent discount.

Task	Cost	Notes
Task 1. Site Investigation	$54,387	

Task 2. Analytical Results and Reporting	$19,651	
Task 3. DTSC Voluntary Site Mitigation Program (As-Needed)	$6,777	
Subtotal	$80,814	
Contingency – 10%	$8,081	Requires project manager approval
Total with Contingency	$88,896	

Assumptions

Terraphase has made the following assumptions in preparing this scope of work and associated cost estimate for this proposal:

- The proposed scope of work outlined in Task 2 can be completed by one Terraphase personnel in four 10-hour workdays in the field to oversee the private utility locate, advancement of selected soil boring locations, log soil, collect soil samples, grab-groundwater, and soil vapor samples. If Site conditions are such that additional time is required, contingency funds may be applied.
- Work will be performed in Level D personal protective equipment.
- Access to the Site will be provided during regular work hours and required access will be obtained by the Client; Terraphase assumes that the work can be conducted during Monday through Wednesday of the Thanksgiving holiday week to avoid conflicting with instructional schedules.
- Proposed sampling locations will be accessible to perform the work described herein, or locations will be revised or eliminated based on field conditions, if necessary.
- The proposed scope of work assumes that we are able to receive the drilling permit in a timely matter from Alameda Public Works.
- Soil, grab-groundwater, and soil vapor samples will be analyzed on a normal turnaround time (5 to 7 business days following laboratory receipt).
- With the exception of the 5 and 10 foot bgs samples collected from the vicinity of the suspected former oil tanks, analysis of up to one soil sample per boring has been included in this cost estimate; if elevated concentrations are detected in the surface sample, deeper samples will be analyzed.
- Once a voluntary oversight agreement has been established with the applicable regulatory agency, the agency may require additional sampling or replication of effort contained herein.

Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact Clare Steedman at 213-422-5850.

Sincerely,

for Terraphase Engineering Inc.

Clare Steedman, PG
Principal Geologist

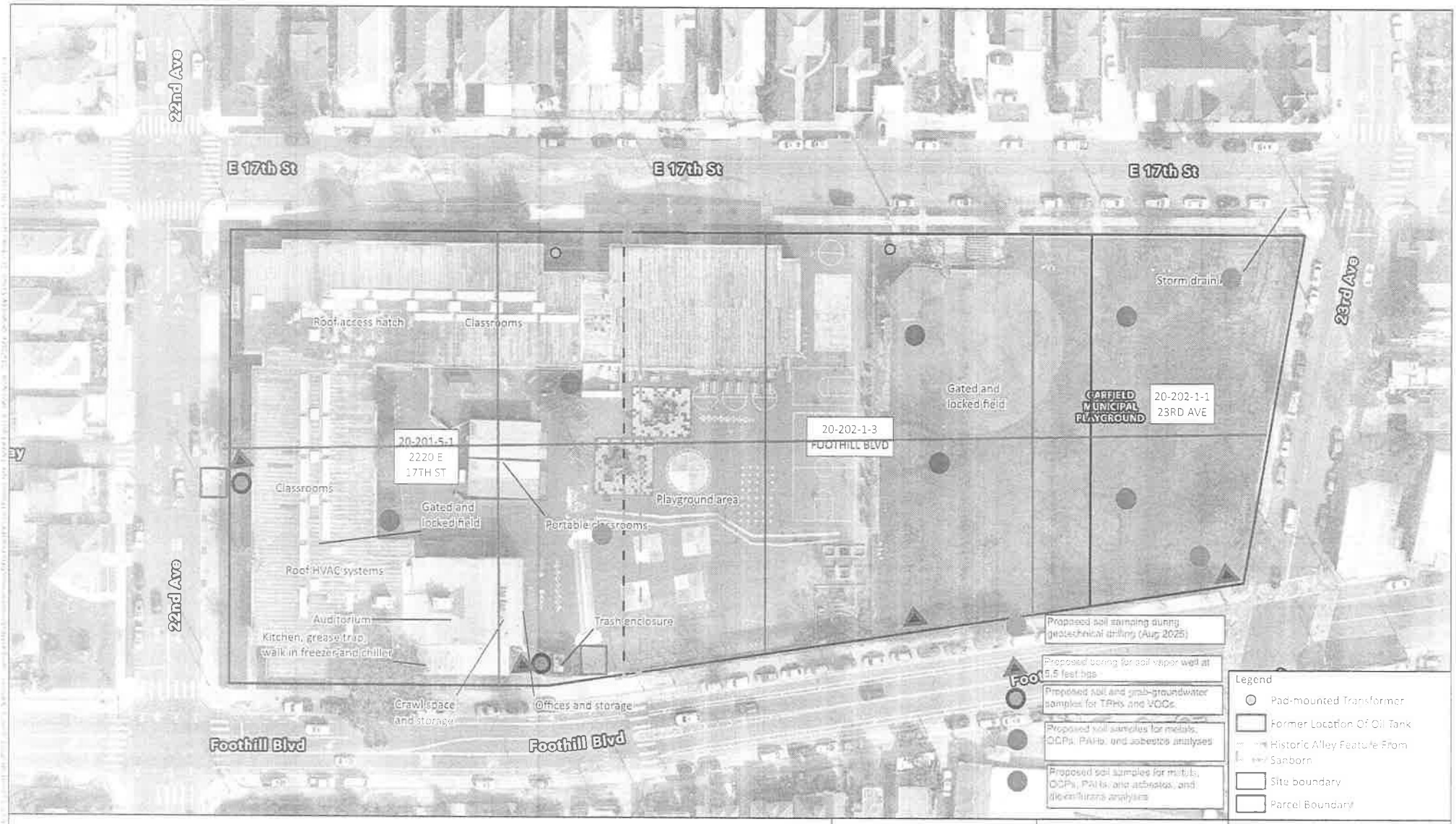
Alice Hale Price, PE
Principal Engineer

Attachment:

Figure 1. Proposed Boring Locations
Table 1. Time and Materials Cost Estimate

Table 1 - Time and Materials Cost Estimate
Oakland Unified School District
Garfield Elementary School Modernization Project #22102

Category	Units	Standard 2025 Rate	Discount	Rate	Task 1: Site Investigation		Task 2: Reporting		Task 3: DTSC Engagement		TOTALS	
					Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Labor												
Senior Principal	Hour	$ 320.00	10%	$ 288.00		$ -	8	$ 2,304		$ -	8	$ 2,304
Principal	Hour	$ 301.00	10%	$ 270.90	16	$ 4,334	12	$ 3,251	18	$ 4,876	46	$ 12,461
Senior Associate	Hour	$ 282.00	10%	$ 253.80		$ -		$ -		$ -	0	$ -
Associate	Hour	$ 264.00	10%	$ 237.60	1	$ 238	12	$ 2,851	8	$ 1,901	21	$ 4,990
Senior Project	Hour	$ 247.00	10%	$ 222.30		$ -		$ -		$ -	0	$ -
Project	Hour	$ 230.00	10%	$ 207.00	18	$ 3,726	12	$ 2,484		$ -	30	$ 6,210
Senior Staff 2	Hour	$ 213.00	10%	$ 191.70		$ -	24	$ 4,601		$ -	24	$ 4,601
Senior Staff 1	Hour	$ 193.00	10%	$ 173.70	48	$ 8,338		$ -		$ -	48	$ 8,338
Staff 2	Hour	$ 171.00	10%	$ 153.90		$ -	20	$ 3,078		$ -	20	$ 3,078
Staff 1	Hour	$ 149.00	10%	$ 134.10	4	$ 536		$ -		$ -	4	$ 536
Technician 2	Hour	$ 114.00	10%	$ 102.60		$ -		$ -		$ -	0	$ -
Technician 1	Hour	$ 96.00	10%	$ 86.40		$ -		$ -		$ -	0	$ -
Senior Editor/ Senior Project Coordinator	Hour	$ 166.00	10%	$ 149.40		$ -	6	$ 896		$ -	6	$ 896
Editor 2/Project Coordinator 2/Accountant 2	Hour	$ 147.00	10%	$ 132.30		$ -		$ -		$ -	0	$ -
Editor 1/Project Coordinator 1/Accountant 1	Hour	$ 122.00	10%	$ 109.80		$ -		$ -		$ -	0	$ -
Administrator/Project Assistant/Billing Specialist	Hour	$ 103.00	10%	$ 92.70	2	$ 185	2	$ 185		$ -	4	$ 371
Total Terraphase Labor						$ 17,357		$ 19,651		$ 6,777		$ 43,785
Direct Costs												
Subcontractor												
Enthalpy VOCs + GRO by 8260	sample	$ 120.00		$ 120.00	8	$ 960		$ -		$ -	8	$ 960
Enthalpy TPH-d and -mo (DRO standard)	sample	$ 58.00		$ 58.00	7	$ 406		$ -		$ -	7	$ 406
Enthalpy Title 22 Metals 6010	sample	$ 116.00		$ 116.00	9	$ 1,044		$ -		$ -	9	$ 1,044
Enthalpy OCPS EPA 8081	sample	$ 100.00		$ 100.00	9	$ 900		$ -		$ -	9	$ 900
Enthalpy Asbestos PLM	sample	$ 65.00		$ 65.00	8	$ 520		$ -		$ -	8	$ 520
Enthalpy PAHS 8270SIM	sample	$ 137.00		$ 137.00	9	$ 1,233		$ -		$ -	9	$ 1,233
Enthalpy Dioxins and Furans EPA 1613	sample	$ 800.00		$ 800.00	5	$ 4,000		$ -		$ -	5	$ 4,000
Enthalpy VOCs TO-15	sample	$ 176.00		$ 176.00	5	$ 880		$ -		$ -	5	$ 880
Enthalpy TPH-g soil vapor TO-3M	sample	$ 99.00		$ 99.00	5	$ 495		$ -		$ -	5	$ 495
Enthalpy fixed gases + helium ASTM D1946	sample	$ 108.00		$ 108.00	5	$ 540		$ -		$ -	5	$ 540
Enthalpy single metal	sample	$ 33.00		$ 33.00	10	$ 330		$ -		$ -	10	$ 330
Enthalpy - Sample Disposal	sample	$ 8.00		$ 8.00	25	$ 200		$ -		$ -	25	$ 200
Enthalpy - 5035 5-vial kits	sample	$ 30.00		$ 30.00	4	$ 120		$ -		$ -	4	$ 120
Enthalpy 1 L batch-cert canisters	sample	$ 55.00		$ 55.00	6	$ 330		$ -		$ -	6	$ 330
Enthalpy soil vapor sampling kit	sample	$ 50.00		$ 50.00	6	$ 300		$ -		$ -	6	$ 300
Enthalpy STLC prep	sample	$ 63.00		$ 63.00	5	$ 315		$ -		$ -	5	$ 315
Enthalpy TCLP prep	sample	$ 63.00		$ 63.00	5	$ 315		$ -		$ -	5	$ 315
Confluence Drilling Contractor	LS	$ 14,085.00		$ 14,085.00	1	$ 14,085		$ -		$ -	1	$ 14,085
Utility Locator (12 locations)	LS	$ 2,450.00		$ 2,450.00	1	$ 2,450		$ -		$ -	1	$ 2,450
PID	day	$ 110.00		$ 110.00	2	$ 220		$ -		$ -	2	$ 220
Enthalpy IDW sampling	sample	$ 420.00		$ 420.00	2	$ 840		$ -		$ -	2	$ 840
Waste Disposal (non-hazardous)	drum	$ 240.00		$ 240.00	2	$ 480		$ -		$ -	2	$ 480
Eco-Rental Solutions - Helium Detector	day	$ 180.00		$ 180.00	1	$ 180		$ -		$ -	1	$ 180
Eco-Rental Solutions - Helium	day	$ 375.00		$ 375.00	1	$ 375		$ -		$ -	1	$ 375
Eco-Rental Solutions - GilAir Pump	day	$ 50.00		$ 50.00	1	$ 50		$ -		$ -	1	$ 50
Eco-Rental Solutions - Water Level Meter	day	$ 45.00		$ 45.00	1	$ 45		$ -		$ -	1	$ 45
Alameda County Drilling Permit	LS	$ 890.00		$ 890.00	1	$ 890		$ -		$ -	1	$ 890
Total Subcontractor Costs						*$ 32,503*		$ -		$ -		*$ 32,503*
Direct Cost Handling		10%		10.0%		$ 3,250		$ -		$ -		$ 3,250
Total Direct Costs						$ 35,753		$ -		$ -		$ 35,753
Terraphase Equipment/Supplies (ERS)												
Truck/Vehicle (day)	Day	$ 206.00		$ 206.00	4	$ 824		$ -		$ -	4	$ 824
iPad and Electronic Field Data (day)	Day	$ 40.00		$ 40.00	4	$ 160		$ -		$ -	4	$ 160
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	$ 24.00		$ 24.00	4	$ 96		$ -		$ -	4	$ 96
Field Health and Safety and Decon Supplies (daily fee)	Day	$ 34.00		$ 34.00	4	$ 136		$ -		$ -	4	$ 136
Sampling Shroud	Day	$ 60.00		$ 60.00	1	$ 60		$ -		$ -	1	$ 60
Total Terraphase Equipment/Supplies (ERS)						$ 1,276		$ -		$ -		$ 1,276
Total Mileage Costs						$ -		$ -		$ -		$ -
Total Estimated Project Unit Costs						**$ 54,387**		**$ 19,651**		**$ 6,777**		**$ 80,814**
10% Contingency						$ 5,439		$ 1,965		$ 678		$ 8,081
Total Estimated Project Unit Costs, With Contingency						**$ 59,825**		**$ 21,616**		**$ 7,455**		**$ 88,896**



Aerial imagery source: Nearmap (February 15, 2025)

SAFETY FIRST

terraphase engineering

CLIENT: Oakland Unified School District

PROJECT: Garfield ES Phase I ESA, 1640 22nd Avenue, Oakland, CA

PROJECT NUMBER: 0073.011.001A

Site Layout

FIGURE 1

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Garfield Elementary School Modernization Project	**Site**	118

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 **x** Workers compensation insurance certification, unless vendor is a sole provider

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? ☒Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	22102						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$88,896.00
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**	**210-9655-0-9867-8500-6220-118-9180-9906-9999-22102**	**6220**	**$88,896.000**

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.

1.	**Division Head**	**Phone** 510-535-7038	Fax	510-535-7082
	Executive Director, Facilities			
	Signature	Date Approved		
2.	**OUSD Counsel, Facilities**			
	Signature James Traber	Date Approved	8/26/2025	
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Aug 28, 2025 00:33:49 PDT)	Date Approved	Aug 28, 2025	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25-1954
Introduction Date	09-10-2025
Enactment Number	25-1551
Enactment Date	9/10/2025 CJH

Memo (Bid Award)

To Board of Education

From Denise Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date September 10, 2025

Subject Amendment No. 1, 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 Amendment No. 1, General Services Agreement by and between the District and **Terraphase Engineering Inc.,** Oakland, CA., to collect a total of twelve soil samples from four proposed boring locations (up to three samples per borings), to be advanced by the geotechnical engineering contractor, in coordination with the ongoing Environmental Site Assessment for the **Garfield Elementary School Modernization Project**, in an additional amount of **$9,131.00,** which includes a contingency fee of **$830.00**, increasing the term of the Agreement amount from **$10,670.00 to $19,801.00**, and extending the term of the Agreement from **May 15, 2025** through **December 31, 2025** to **June 30, 2026** (an additional 181 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for soil samplings in conjunction with the ongoing site assessment at the Garfield site and one hundred eighty-one (181) calendar days' extension to the term of the Agreement.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, General Services Agreement by and between the District and Terraphase Engineering Inc., Oakland, CA., to collect a total of twelve soil samples from four proposed boring locations (up to three samples per borings), to be advanced by the geotechnical engineering contractor, in coordination with the ongoing Environmental Site Assessment for the Garfield Elementary School Modernization Project, in an additional amount of $9,131.00, which includes a contingency fee of $830.00, increasing the term of the Agreement amount from $10,670.00 to $19,801.00, and extending the term of the Agreement from May 15, 2025 through December 31, 2025 to June 30, 2026 (an additional 181 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 1, including exhibits
- Routing Form
- File IDs: 25-1018

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Terraphase Engineering Inc.** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **May 15, 2025** ("Agreement"), for the **Garfield Elementary School Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

The CONTRACTOR shall provide the following amended services: To collect a total of twelve soil samples from the four proposed boring locations,(up to three samples per borings) to be advanced by the geotechnical engineering contractor, in coordination with the ongoing Environmental Site Assessment at the site, as outlined in the Proposal dated July 16, 2025, which is attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

If term is changed: The contract term is extending the current end date of December 31, 2025, to June 30, 2026, by an additional (181) days.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: Nine **Thousand One Hundred Thirty-One Dollars and No/100 ($9,131.00).**

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the not-to-exceed total contract price was **Ten Thousand Six Hundred Seveny Dollars and 00/100 ($10,670.00),** and after this amendment, the not-to-exceed total contract price will be: **Nineteen Thousand Eight Hundred One Dollars and No/100 ($19,801.00).**

4. **Amendment History:**

X There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			$

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

Contract No. | P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

9/11/2025
Date

Denise Saddler, EdD, Interim
Superintendent and Interim Secretary,
Board of Education

9/11/2025
Date

Preston Thomas (Aug 13, 2025 09:44:54 PDT)

Preston Thomas, Chief Systems &
Services Officer

Aug 13, 2025
Date

Approval as to form:

James Traber

James Traber, Esq.
Facilities Counsel

08/08/2025
Date

CONTRACTOR: TERRAPHASE ENGINEERING INC.

Contractor Signature

8/8/2025
Date

Alice Hale Price, Principal Engineer
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: TERRAPHASE ENGINEERING INC.

1. Detailed Description of Services to be provided:: To collect a total of twelve soil samples from the four proposed boring locations,(up to three samples per borings) to be advanced by the geotechnical engineering contractor, in coordination with the ongoing Environmental Site Assessment at the site, as outlined in the Proposal dated July 16, 2025, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

OAKLAND BUILT

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

☐ LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: Terraphase
Project: Garfield Site Renovatior
Project #: 22102
Project Manager: John Esposito
Date: 7/1/2025

Original Contract Amount (Base Bid): 10670
Originally Proposed LBU %: 100 %
Amendment/Change Order No.: 1
Total Contract Amount (Amended Contract, to Date): 19,801.00
Proposed LBU % 100 %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: Terraphase Address: 1300 Clay Street Suite 100 City/State: Oakland, CA Phone: (510) 645-1850	9131	100 %	%	%	
Company: Address: City/State: Phone:	0	%	%	%	
Company: Address: City/State: Phone:	0.00	%	%	%	
Company: Address: City/State: Phone:	0	%	%	%	
Company: Address: City/State: Phone:	0	%	%	%	
Company: Address: City/State: Phone:	0.00	%	%	%	
	9131	100 %	0 %	0 %	100 %

TIFFANY KNUCKLES
APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

terraphase engineering

July 16, 2025

Mr. John Esposito
Facilities Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

sent via email to john.esposito@ousd.org

Subject: **Amendment No. 1, Environmental Site Assessment Consulting Services for Modernization Project for Garfield Elementary School, 1640 22nd Avenue, Oakland, CA 94606 (District Project No. 22102)**

Dear Mr. Esposito:

Per your request, Terraphase Engineering is submitting this amendment request to augment the scope and budget associated with preliminary soil sampling in conjunction with the environmental site assessment currently underway for the proposed Garfield Elementary School Modernization Project (Project No. 22102).

Soil Sampling Work Scope

Terraphase proposes the following scope that will be undertaken during the geotechnical sampling at the Garfield Elementary School campus.

Terraphase will collect up to 3 soil samples at each of the four proposed geotechnical borings advanced by others. Samples will be collected at the surface in unpaved areas or directly below the aggregate base layer in paved areas, and at depths of 1 to 1.5 feet below ground surface (bgs) and 2 to 2.5 feet bgs. Samples will be transferred from the stainless-steel liners used to advance the geotechnical borings into pre-cleaned jars provided by the laboratory. Between each boring and sample depth, Terraphase assumes that new stainless-steel liners or decontaminated liners will be used. Samples collected at the surface or directly beneath the aggregate base will be submitted for analysis of metals by United States Environmental Protection Agency (USEPA) Method 6010/7471, organochlorine pesticides by USEPA Method 8081, polycyclic aromatic hydrocarbons by USEPA Method 8270 SIM, and asbestos by Polarized Light Microscopy. The deeper samples will be submitted and placed on hold pending laboratory results of the shallow samples. Following receipt of all analytical data, Terraphase will prepare an email summary of the results along with a table presenting the results compared to applicable screening criteria.

Proposed Fee

The scope of work is limited to sample collection, analysis, and communication of results. The proposed scope assumes the soil sampling will be completed by one Terraphase field staff in one 8-hour day. The estimated budget to complete this scope of work is $9,131, which includes a 10 percent contingency. The 10 percent contingency has been included to account for analysis of the deeper samples or for samples that require Soluble Threshold Limit Concentration or Toxic Characteristic Leaching Procedure extraction and leachate analysis. The Amendment would increase the contract budget from $10,670 to $19,801, which includes a total contingency fee of $1,800.

Table 1 Proposed Fee

Task	Estimated Cost ($)
Labor	$6,202
Laboratory Testing (Enthalpy Analytical)	$1,795*
Reimbursables	$304
Subtotal	$8,301
10% Contingency	$830
Total Budget Request	**$9,131**

** Includes 10% administration fee.*

Closing

Terraphase is grateful for the opportunity to offer our services on this important project. Terraphase appreciates your consideration of this request and remains committed to delivering high-quality work to support the successful completion of the Garfield Elementary School Modernization Project. If you have any questions or comments regarding this submittal, please contact Alice Hale Price, PE, at (510) 645-1850 extension 57, or Barbara Heyman at (626) 377-0773.

Sincerely,

for Terraphase Engineering Inc.

Alice Hale Price, PE
Principal Engineer and Director of Oakland Operations

Barbara Wu Heyman
Project Manager

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Garfield Elementary School Modernization Project	**Site**	118

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 **x** Workers compensation insurance certification, unless vendor is a sole provider

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? ☒Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	22102						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$9,131.00
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**	**210-9655-0-9867-8500-6220-118-9180-9906-9999-22102**	**6220**	**$9,131.00**

Approval and Routing (in order of approval steps)

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

	Division Head	**Phone** 510-535-7038	Fax	510-535-7082
1.	**Executive Director, Facilities**			
	Signature	Date Approved		
2.	**OUSD Counsel, Facilities**			
	Signature James Traber	Date Approved	08/08/2025	
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Aug 13, 2025 09:44:54 PDT)	Date Approved	Aug 13, 2025	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25-1018
Introduction Date	05-14-2025
Enactment Number	25-0724
Enactment Date	5/14/2025 CJH

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Kenya Chatman, Executive Director

Board Meeting Date May 14, 2025

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 Environmental Site Assessment Consulting Services for the **Garfield Elementary School Modernization Project** in the amount of **$10,670.00 which includes a contingency fee of $970.00**, as the selected consultant, with work scheduled to commence on **May 15, 2025,** and scheduled to last until **December 31, 2025.**

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

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Terraphase Engineering Inc., Oakland, CA, for the latter to provide Environmental Site Assessment Consulting Services for the Garfield Elementary School Modernization Project in the amount of $10,670.00 which includes a contingency fee of $970.00, as the selected consultant, with work scheduled to commence on May 15, 2025, and scheduled to last until December 31, 2025.

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. 25-1018

Department: **Facilities Planning and Management**

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

Project Name: **Garfield Elementary School Modernization Project** **Project No: 22102**

Contract Term: Intended Start: 05-15-2025 Intended End: 12-31-2025

Total Cost Over Contract Term: **$10,670.00**

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?

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 Environmental Site Assessment Consulting Services.

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?

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.) (Government Code §§4529.10 et seq.), and (c) 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 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 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)

☒ 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.) (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 15, 2025** (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"): Environmental Site Assessment Consulting Services 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 15, 2025**, and shall end on **December 31, 2025** ("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.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. 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 **Ten Thousand Six Hundred Seventy Dollars ($10,670.00)**, which consists of a not-to-exceed amount of **Nine Thousand Seven Hundred Dollars ($9,700.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Nine Hundred Seventy Dollars ($970.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

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

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior

written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be

necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

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

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

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

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

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

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

or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the 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:
955 High Street
Oakland, CA 94601
Attention: Preston Thomas

Address for Contractor Notices:
1300 Clay Street, Suite 100
Oakland, CA 94612
Attention: Alice Hale Price

* *

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — Date: 5/15/2025

Kyla Johnson-Trammell, Superintendent & Secretary of the Board of Education — Date: 5/15/2025

Preston Thomas, Chief, Systems & Services Officer — Date: 04/18/2025

James Traber — Date: 04/17/2025
James Traber, Esq.
Counsel, OUSD

TERRAPHASE ENGINEERING INC.

Signature — Date: 4/15/2025

Alice Hale Price, Principal Engineer
Print Name, Title

EXHIBIT A

Scope of Services

March 12, 2025

Kenya Chatman, Executive Director of Facilities
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

Subject: **Letter of Interest: Request for Qualifications and Proposal (RFQ/P) for Environmental Site Assessment Consulting Services for the Interim Housing and Modernization Project for Garfield Elementary School, 1640 22nd Avenue, Oakland, CA 94606 (District Project No. 22102)**

Dear Ms. Chatman:

Terraphase Engineering Inc. (Terraphase) is pleased to submit our response to the Oakland Unified School District (District, or OUSD) Request for Qualifications and Proposal (RFQ/P) to provide Environmental Site Assessment Consulting Services for the Garfield Elementary School Modernization Project (Project). We have developed the attached proposal based on the RFQ/P as well as documents related to the Project's Schematic Design and Addendum #1, which is hereby acknowledged as received.

Terraphase is headquartered in Oakland and is a **City of Oakland Certified Local Business Enterprise**. Many of our families have been educated through the OUSD system and we are proud to have worked with the District on multiple projects over the past decade. As a former student of OUSD schools, Ms. Hale Price appreciates the opportunity to submit a response to this RFQ/P.

Terraphase has provided environmental services to 40+ California K-12 and community college districts as well as charter schools in support of local and State bond programs for new development and modernization projects. Terraphase has worked closely with District staff to complete projects at multiple campuses, including California Environmental Quality Act (CEQA) documentation, environmental site assessments, and investigations. Terraphase prepared the CEQA documentation for the Central Kitchen, Urban Farm, and Education Center Project in 2015, the Laurel Childcare Center Modification Project in 2021, and Roosevelt Middle School in 2024, and has supported multiple environmental and geotechnical investigations.

Company Information

Legal Name of Firm:	Terraphase Engineering Inc		
Address (Headquarters):	Terraphase Oakland, 1300 Clay Street, Suite 1000, Oakland, CA 94612		
Telephone:	(510) 645-1850	**Email:**	alice.hale.price@terraphase.com
Website:	https://terraphase.com/		
Federal Tax ID:	27-3543127	**State Tax ID:**	C3319377
Type of Organization	Private Corporation	**Tax Classification:**	S Corporation

Key Personnel

Ms. Hale Price, PE, ENV SP, will serve as Project Director. She is an experienced project manager for CEQA and environmental assessment projects and is authorized to bind Terraphase to the terms of the submitted RFQ/P. Ms. Hale Price has served as project director and project manager for a variety of environmental consulting support projects for the District, including environmental site assessments, site investigations, geotechnical studies, and CEQA projects.

Ms. Andrea Radtke will serve as a Project Manager. She has extensive due diligence site assessment experience, including hundreds of Phase I ESAs and vapor encroachment screens.

Ms. Julie Welch, REPA, will serve as the technical reviewer for the Phase I ESA. She is experienced in overseeing multi-site real estate due diligence portfolios for various entities, including local agencies, developers, banks, commercial, industrial, and private clients, and educational facilities.

Ms. Hale Price, Ms. Radtke, and Ms. Welch all qualify as "Environmental Professionals" per ASTM International 2021 guidelines and U.S. Environmental Protection Agency (USEPA) "All Appropriate Inquiry" requirements.

Certification Statements

- Terraphase Engineering Inc. received a copy of the District's Agreement attached as Exhibit A to the RFQ/P. Terraphase Engineering Inc. has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Terraphase Engineering Inc. has no objections to the use of the Agreement.
- Terraphase Engineering Inc. 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.

Authorized Person

The name and title of the person authorized to submit the RFQ/P Packet on behalf of Terraphase is: Alice Hale Price, PE, Principal Engineer and Director of Oakland Operations. Ms. Hale Price's signature is provided at the end of this letter.

Closing

Terraphase is grateful for the opportunity to offer our services to the District once again. If you have any questions or comments regarding this submittal, please contact Alice Hale Price, PE, at (510) 645-1850 extension 57.

Sincerely,

for Terraphase Engineering Inc.



Alice Hale Price, PE
Principal Engineer and Director of Oakland Operations

AHP:vch

Attachments (4):

- Qualifications/Proposal
- Resumes
- Evidence of Insurance
- Local Utilization Form

Multiple Sites, Long Beach, CA

Role of Firm: Prime

Staff Involvement & Roles: James Bryson (Client Manager), Salvador Mendoza (Project Manager)

Dates of Services: 2023 – 2024

Description: Performed hazardous building materials surveys to assess for asbestos-containing materials and lead-based paint on shade structures at over 50 school campuses.

RELEVANCE TO THIS PROJECT
- Due Diligence Support
- Subsurface Investigation

CLIENT CONTACT
Talitha Crain, 213-576-6793, tcrain@lbschools.net

Budget: $99,645

Construction Dollar Value: $n/a

3.5 Scope of Work

Task 1. Phase I ESA

Terraphase will prepare a Phase I ESA for the Project site in accordance with: ASTM E1527-21, the United States Environmental Protection Agency (USEPA) 40 CFR 312 "Innocent Landowners, Standards for Conducting All Appropriate Inquiries"[1] (AAI rule), adopted November 1, 2006, and most recently amended on December 15, 2022[2,3]. The Phase I ESA reports will be prepared under the oversight of an environmental professional as defined in ASTM E1527-21.

We propose performing the following Phase I ESA tasks in general accordance with ASTM guidelines. The scope of work for a Phase I ESA consists of the following eight elements: (1) user responsibilities, (2) physical setting sources, (3) government records, (4) historical resources, (5) site reconnaissance, (6) owner/operator/occupant interviews, (7) local government interviews, and (8) evaluation/report preparation. In addition to a standard environmental records database report, Terraphase will procure an *EDR Environmental Lien and AUL Search Report*, which provides results from a search of available *current* land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

Prior to performing the site reconnaissance, we will perform a preliminary review of relevant documents provided by the subject property owner or representative. Requested information and documentation include:

- Names, titles, and contact information for current and past site owners, operators, and tenants.
- Prior environmental due diligence documentation.
- Site layout maps (showing current and past land use, utilities, etc.).
- Copies of all environmental and building material testing/mitigation reports done for the site.
- Historical geological/geotechnical reports.
- Information regarding title reports, environmental liens filed or recorded against the property, and activity and/or land-use restrictions for the property.

During the site reconnaissance, Terraphase staff will endeavor to traverse what we identify to be key portions of the subject property by foot or vehicle to perform a visual inspection of major on-site features.

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[1] https://www.ecfr.gov/current/title-40/chapter-I/subchapter-J/part-312?toc=1.

[2] Please note that AAI defines certain client responsibilities beyond just having a Phase I ESA completed; thus, Terraphase strongly encourages its Phase I ESA clients to become familiar with the AAI rule to understand what must be done by the client to fully demonstrate AAI and achieve the full benefit of AAI "liability protections."

[3] Terraphase understands from the District's response to Question #2 included in the Addendum that the non-ASTM E1527-21 items identified in the DTSC guidance (DTSC 2001) and California Code of Regulations (CCR) Title 22 Section 69104 are not requested to be included in the Phase I ESA.

Owner and user (client) knowledge of environmental issues related to the subject property is required in a subsequent Phase I ESA report. This information will be obtained through owner and user questionnaires, which will be provided upon authorization. We request that both questionnaires be completed and returned to Terraphase within one week of authorization.

Issuance of Phase I ESA Report

The Phase I ESA report discussed herein is solely for the benefit of the client. Terraphase will issue the report to the client and grant the client the right to rely on the report contents. Although not required by ASTM E1527-21, recommendations for additional assessment (if necessary) will be included in our report unless otherwise requested.

If another entity requests the right to rely on the report, we will consider the request and will grant a right-to-rely letter for an additional fee (with the client's authorization). Also note that all third-party reliance is subject to the same terms and conditions as set forth in the Master Services Agreement established between Terraphase and the client.

Task 2. Recommendations and DTSC Coordination

Terraphase will develop recommendations to be included in the Phase I ESA report based on the findings of the research. The recommendations will include a statement indicating:

- Further investigation of the subject property is not warranted.
- A preliminary endangerment assessment (or Phase I ESA Addendum) is needed to further evaluate potential environmental impacts.

In addition, Terraphase will assist the District in submitting the Phase I ESA to DTSC.

If a Phase II investigation or preliminary endangerment assessment is warranted based on the findings of the Phase I ESA, Terraphase will provide a proposal for additional services, as requested by the District.

Optional Tasks

Terraphase has included optional tasks as follows for the District to consider, outside of the scope of work directly outlined in the RFQ/P:

- (Optional) Task 3: 1940 Chain of Title Search: Terraphase has included the *EDR Environmental Lien and AUL Search Report* in Task 1. This report provides results from a search of available *current* land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls, but is not a full "chain of title" search. Terraphase can procure a Chain of Title search which traces the property's ownership back to 1940, if requested by the District; however, this is not within the typical scope of a Phase I ESA per ASTM E1527-21.
- (Optional) Task 4: Additional DTSC Communications: Terraphase has included up to four hours of technical time in Task 2 for correspondence with the District and DTSC regarding the findings of the Phase I ESA. If, based on the findings of Tasks 1 and 2, Terraphase recommends further investigation, DTSC coordination will require additional time to develop a scope of work and participate in meetings. Terraphase has included up to 18 hours of technical time for this optional task.

Relevant Assumptions

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

- Access to the subject property will be provided within a mutually agreed upon schedule, and Terraphase will be provided contact with person(s) knowledgeable of the properties to interview as part of the due diligence scope of work.
- The site reconnaissance visit can be completed within a four-hour time period.
- Terraphase personnel will have an on-site escort that will provide access to the target areas of the subject property as requested by Terraphase.

EXHIBIT B

Hourly Rates

- All permits, records, data, regulatory correspondence and other files and documents requested from the property owners will be provided to Terraphase within one week of project initiation.
- Additional "Non-Scope Considerations" as defined in ASTM E1527-21 are not included in the proposed scope of services.
- Terraphase has included up to four hours of technical time to provide recommendations and respond to DTSC comments; if further time is required, Terraphase will provide a proposal for additional services, as requested by the District.

3.5.1 Litigation History

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

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

Entity Bringing Suit:	Terraphase Engineering Inc.
Complaint:	Breach of contract
Accusation:	Contract was breached; client did not inform Terraphase of any issues with invoices and failed to pay them.
Outcome:	Dispute was resolved without further litigation.

4 Professional Fees

4.1 Fee

We propose to provide the scope of services described as Tasks 1 and 2 of this proposal for the following time-and-materials not-to-exceed cost estimate. This cost estimate and associated rates schedule assume that work will be completed prior to January 2025.

	Base Fee
Task 1. Phase I ESA	$8,700
Task 2. Recommendations and DTSC Coordination	$1,000
Contingency Budget (Requires PM Approval)	$970
Project Total	**$10,670**

In addition, if requested, Terraphase has included the following time-and-materials not-to-exceed cost estimates for the two optional tasks described above.

	Base Fee
Optional Task 3: Chain of Title	$1,200
Optional Task 4: Additional DTSC Communications	$5,000

4.2 Hourly Rates

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 from our 2025 Standard Schedule of Charges.

Labor Classification	Standard Hourly Rate	Hourly Rate with 10% Discount
Senior Principal	$320	$288.00
Principal Engineer/Scientist	$301	$270.90
Senior Associate Engineer/Scientist	$282	$253.80
Associate Engineer/Scientist	$264	$237.60
Senior Project Engineer/Scientist	$247	$222.30
Project Engineer/Scientist	$230	$207.00
Senior Staff 2 Engineer/Scientist	$213	$191.70
Senior Staff 1 Engineer/Scientist	$193	$173.70
Staff 2 Engineer/Scientist	$171	$153.90
Staff 1 Engineer/Scientist	$149	$134.10
Senior Technician	$156	$140.40
Technician 3	$136	$122.40
Technician 2	$114	$102.60
Technician 1	$96	$86.40
Senior Editor/Senior Project Coordinator	$166	$149.40
Editor 2/Project Coordinator 2/Accountant 2	$147	$132.30
Editor 1/Project Coordinator 1/Accountant 1	$122	$109.80
Administrator/Project Assistant/Billing Specialist	$103	$92.70

The rates presented above are valid through December 31, 2025; rates are subject to revision by annual calendar year escalation in January. Rates on invoices will reflect rates in effect at time of invoicing.

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 VP of HR *[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: April 15, 2025

Name: Hank A. Galindo

Signature: 

Title: VP of HR

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 Galindo *[insert name]*, am the VP of HR *[insert "owner" or officer title]* for Terraphase Engineering Inc. *[insert name of business entity]* ("Entity"), which entered a contract on _____, 2025, with the District for _____.

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

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

Date: April 15, 2025

Signature: _____
Typed Name: Hank A.Galindo
Title: VP of HR
Entity: Terraphase Engineering Inc.

TERRENG-02 MLACYMCCLINTOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2025

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 License # 0C36861 Seattle-Alliant Insurance Services, Inc. 401 Union Street, 31st Floor Seattle, WA 98101	CONTACT NAME: Melanie Kelly PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: melanie.kelly@alliant.com
INSURED Terraphase Engineering, Inc. 1300 Clay Street, Suite 1000 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Crum & Forster Specialty Insurance Company — 44520 INSURER B : Continental Insurance Company — 35289 INSURER C : Aspen Specialty Insurance Company — 10717 INSURER D : National Fire Insurance Company of Hartford — 20478 INSURER E : INSURER F :

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		EPK-149149	10/4/2024	10/4/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 50,000 $ 10,000 $ 10,000,000 $ 10,000,000 $ 10,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			7063362068	10/4/2024	10/4/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EX00UFY24	10/4/2024	10/4/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7040301196	10/4/2024	10/4/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Prof Liab/Pollution			EPK-149149	10/4/2024	10/4/2025	Each Claim/Each Occ	5,000,000
A	Prof Liab/Pollution			EPK-149149	10/4/2024	10/4/2025	Prof Liab/Pollution	5,000,000

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

All Other States Workers Compensation Policy #7040301196 | 10.4.24 - 10.4.25 | National Fire Insurance of Hartford | Employers Liability Limits: $1m/$1m/$1m | Statutory Coverage Applies

Project: Garfield Elementary School

All insurers above have an A.M. Best rating of A- or greater.

Oakland Unified School District is Additional Insured with respect to General Liability per form attached.

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

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Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Garfield Elementary School Modernization Project	Site	118

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	
	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000
	x Workers compensation insurance certification, unless vendor is a sole provider

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? ☒Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	22102						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2025
		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)	$10,670.00
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	210-9655-0-9867-8500-6220-118-9180-9906-9999-22102	6220	$10,670.00

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 Kanya Chatman (Apr 18, 2025 10:26 PDT)	Date Approved	04/18/2025	
2.	**Counsel, Department of Facilities Planning and Management**			
	Signature James Traber	Date Approved	04/18/2025	04/17/2025
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Apr 18, 2025 10:54 PDT)	Date Approved		
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25-1018
Introduction Date	05-14-2025
Enactment Number	25-0724
Enactment Date	5/14/2025 CJH

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Kenya Chatman, Executive Director

Board Meeting Date May 14, 2025

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 Environmental Site Assessment Consulting Services for the **Garfield Elementary School Modernization Project** in the amount of **$10,670.00 which includes a contingency fee of $970.00**, as the selected consultant, with work scheduled to commence on **May 15, 2025,** and scheduled to last until **December 31, 2025.**

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

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Terraphase Engineering Inc., Oakland, CA, for the latter to provide Environmental Site Assessment Consulting Services for the Garfield Elementary School Modernization Project in the amount of $10,670.00 which includes a contingency fee of $970.00, as the selected consultant, with work scheduled to commence on May 15, 2025, and scheduled to last until December 31, 2025.

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. 25-1018

Department: **Facilities Planning and Management**

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

Project Name: **Garfield Elementary School Modernization Project** **Project No: 22102**

Contract Term: Intended Start: 05-15-2025 Intended End: 12-31-2025

Total Cost Over Contract Term: **$10,670.00**

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?

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 Environmental Site Assessment Consulting Services.

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?

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.) (Government Code §§4529.10 et seq.), and (c) 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 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 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)

☒ 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.) (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 15, 2025** (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"): Environmental Site Assessment Consulting Services 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 15, 2025**, and shall end on **December 31, 2025** ("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.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. 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 **Ten Thousand Six Hundred Seventy Dollars** (**$10,670.00**), which consists of a not-to-exceed amount of **Nine Thousand Seven Hundred Dollars** (**$9,700.00**) for performance of the Basic Services, and a not-to-exceed contingency amount of **Nine Hundred Seventy Dollars** (**$970.00**) for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

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

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior

written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be

necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

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

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

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

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

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

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

or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the 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:
955 High Street
Oakland, CA 94601
Attention: Preston Thomas

Address for Contractor Notices:
1300 Clay Street, Suite 100
Oakland, CA 94612
Attention: Alice Hale Price

* *

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — Date: 5/15/2025

Kyla Johnson-Trammell, Superintendent & Secretary of the Board of Education — Date: 5/15/2025

Preston Thomas, Chief Systems & Services Officer — Date: 04/18/2025

James Traber — Date: 04/17/2025
James Traber, Esq.
Counsel, OUSD

TERRAPHASE ENGINEERING INC.

Signature — Date: 4/15/2025

Alice Hale Price, Principal Engineer
Print Name, Title

EXHIBIT A

Scope of Services

March 12, 2025

Kenya Chatman, Executive Director of Facilities
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

Subject: **Letter of Interest: Request for Qualifications and Proposal (RFQ/P) for Environmental Site Assessment Consulting Services for the Interim Housing and Modernization Project for Garfield Elementary School, 1640 22nd Avenue, Oakland, CA 94606 (District Project No. 22102)**

Dear Ms. Chatman:

Terraphase Engineering Inc. (Terraphase) is pleased to submit our response to the Oakland Unified School District (District, or OUSD) Request for Qualifications and Proposal (RFQ/P) to provide Environmental Site Assessment Consulting Services for the Garfield Elementary School Modernization Project (Project). We have developed the attached proposal based on the RFQ/P as well as documents related to the Project's Schematic Design and Addendum #1, which is hereby acknowledged as received.

Terraphase is headquartered in Oakland and is a **City of Oakland Certified Local Business Enterprise**. Many of our families have been educated through the OUSD system and we are proud to have worked with the District on multiple projects over the past decade. As a former student of OUSD schools, Ms. Hale Price appreciates the opportunity to submit a response to this RFQ/P.

Terraphase has provided environmental services to 40+ California K-12 and community college districts as well as charter schools in support of local and State bond programs for new development and modernization projects. Terraphase has worked closely with District staff to complete projects at multiple campuses, including California Environmental Quality Act (CEQA) documentation, environmental site assessments, and investigations. Terraphase prepared the CEQA documentation for the Central Kitchen, Urban Farm, and Education Center Project in 2015, the Laurel Childcare Center Modification Project in 2021, and Roosevelt Middle School in 2024, and has supported multiple environmental and geotechnical investigations.

Company Information

Legal Name of Firm:	Terraphase Engineering Inc.		
Address (Headquarters):	Terraphase Oakland, 1300 Clay Street, Suite 1000, Oakland, CA 94612		
Telephone:	(510) 645-1850	**Email:**	alice.hale.price@terraphase.com
Website:	https://terraphase.com/		
Federal Tax ID:	27-3543127	**State Tax ID:**	C3319377
Type of Organization	Private Corporation	**Tax Classification:**	S Corporation

Key Personnel

Ms. Hale Price, PE, ENV SP, will serve as Project Director. She is an experienced project manager for CEQA and environmental assessment projects and is authorized to bind Terraphase to the terms of the submitted RFQ/P. Ms. Hale Price has served as project director and project manager for a variety of environmental consulting support projects for the District, including environmental site assessments, site investigations, geotechnical studies, and CEQA projects.

Ms. Andrea Radtke will serve as a Project Manager. She has extensive due diligence site assessment experience, including hundreds of Phase I ESAs and vapor encroachment screens.

Ms. Julie Welch, REPA, will serve as the technical reviewer for the Phase I ESA. She is experienced in overseeing multi-site real estate due diligence portfolios for various entities, including local agencies, developers, banks, commercial, industrial, and private clients, and educational facilities.

Ms. Hale Price, Ms. Radtke, and Ms. Welch all qualify as "Environmental Professionals" per ASTM International 2021 guidelines and U.S. Environmental Protection Agency (USEPA) "All Appropriate Inquiry" requirements.

Certification Statements

- Terraphase Engineering Inc. received a copy of the District's Agreement attached as Exhibit A to the RFQ/P. Terraphase Engineering Inc. has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Terraphase Engineering Inc. has no objections to the use of the Agreement.
- Terraphase Engineering Inc. 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.

Authorized Person

The name and title of the person authorized to submit the RFQ/P Packet on behalf of Terraphase is: Alice Hale Price, PE, Principal Engineer and Director of Oakland Operations. Ms. Hale Price's signature is provided at the end of this letter.

Closing

Terraphase is grateful for the opportunity to offer our services to the District once again. If you have any questions or comments regarding this submittal, please contact Alice Hale Price, PE, at (510) 645-1850 extension 57.

Sincerely,

for Terraphase Engineering Inc.



Alice Hale Price, PE
Principal Engineer and Director of Oakland Operations

AHP:vch

Attachments (4):

- Qualifications/Proposal
- Resumes
- Evidence of Insurance
- Local Utilization Form

Multiple Sites, Long Beach, CA

Role of Firm: Prime

Staff Involvement & Roles: James Bryson (Client Manager), Salvador Mendoza (Project Manager)

Dates of Services: 2023 – 2024

Description: Performed hazardous building materials surveys to assess for asbestos-containing materials and lead-based paint on shade structures at over 50 school campuses.

RELEVANCE TO THIS PROJECT
- Due Diligence Support
- Subsurface Investigation

CLIENT CONTACT
Talitha Crain, 213-576-6793, tcrain@lbschools.net

Budget: $99,645

Construction Dollar Value: $n/a

3.5 Scope of Work

Task 1. Phase I ESA

Terraphase will prepare a Phase I ESA for the Project site in accordance with: ASTM E1527-21, the United States Environmental Protection Agency (USEPA) 40 CFR 312 "Innocent Landowners, Standards for Conducting All Appropriate Inquiries"[1] (AAI rule), adopted November 1, 2006, and most recently amended on December 15, 2022[2,3]. The Phase I ESA reports will be prepared under the oversight of an environmental professional as defined in ASTM E1527-21.

We propose performing the following Phase I ESA tasks in general accordance with ASTM guidelines. The scope of work for a Phase I ESA consists of the following eight elements: (1) user responsibilities, (2) physical setting sources, (3) government records, (4) historical resources, (5) site reconnaissance, (6) owner/operator/occupant interviews, (7) local government interviews, and (8) evaluation/report preparation. In addition to a standard environmental records database report, Terraphase will procure an *EDR Environmental Lien and AUL Search Report*, which provides results from a search of available *current* land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

Prior to performing the site reconnaissance, we will perform a preliminary review of relevant documents provided by the subject property owner or representative. Requested information and documentation include:

- Names, titles, and contact information for current and past site owners, operators, and tenants.
- Prior environmental due diligence documentation.
- Site layout maps (showing current and past land use, utilities, etc.).
- Copies of all environmental and building material testing/mitigation reports done for the site.
- Historical geological/geotechnical reports.
- Information regarding title reports, environmental liens filed or recorded against the property, and activity and/or land-use restrictions for the property.

During the site reconnaissance, Terraphase staff will endeavor to traverse what we identify to be key portions of the subject property by foot or vehicle to perform a visual inspection of major on-site features.

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[1] https://www.ecfr.gov/current/title-40/chapter-I/subchapter-J/part-312?toc=1.

[2] Please note that AAI defines certain client responsibilities beyond just having a Phase I ESA completed; thus, Terraphase strongly encourages its Phase I ESA clients to become familiar with the AAI rule to understand what must be done by the client to fully demonstrate AAI and achieve the full benefit of AAI "liability protections."

[3] Terraphase understands from the District's response to Question #2 included in the Addendum that the non-ASTM E1527-21 items identified in the DTSC guidance (DTSC 2001) and California Code of Regulations (CCR) Title 22 Section 69104 are not requested to be included in the Phase I ESA.

Owner and user (client) knowledge of environmental issues related to the subject property is required in a subsequent Phase I ESA report. This information will be obtained through owner and user questionnaires, which will be provided upon authorization. We request that both questionnaires be completed and returned to Terraphase within one week of authorization.

Issuance of Phase I ESA Report

The Phase I ESA report discussed herein is solely for the benefit of the client. Terraphase will issue the report to the client and grant the client the right to rely on the report contents. Although not required by ASTM E1527-21, recommendations for additional assessment (if necessary) will be included in our report unless otherwise requested.

If another entity requests the right to rely on the report, we will consider the request and will grant a right-to-rely letter for an additional fee (with the client's authorization). Also note that all third-party reliance is subject to the same terms and conditions as set forth in the Master Services Agreement established between Terraphase and the client.

Task 2. Recommendations and DTSC Coordination

Terraphase will develop recommendations to be included in the Phase I ESA report based on the findings of the research. The recommendations will include a statement indicating:

- Further investigation of the subject property is not warranted.
- A preliminary endangerment assessment (or Phase I ESA Addendum) is needed to further evaluate potential environmental impacts.

In addition, Terraphase will assist the District in submitting the Phase I ESA to DTSC.

If a Phase II investigation or preliminary endangerment assessment is warranted based on the findings of the Phase I ESA, Terraphase will provide a proposal for additional services, as requested by the District.

Optional Tasks

Terraphase has included optional tasks as follows for the District to consider, outside of the scope of work directly outlined in the RFQ/P:

- (Optional) Task 3: 1940 Chain of Title Search: Terraphase has included the *EDR Environmental Lien and AUL Search Report* in Task 1. This report provides results from a search of available *current* land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls, but is not a full "chain of title" search. Terraphase can procure a Chain of Title search which traces the property's ownership back to 1940, if requested by the District; however, this is not within the typical scope of a Phase I ESA per ASTM E1527-21.
- (Optional) Task 4: Additional DTSC Communications: Terraphase has included up to four hours of technical time in Task 2 for correspondence with the District and DTSC regarding the findings of the Phase I ESA. If, based on the findings of Tasks 1 and 2, Terraphase recommends further investigation, DTSC coordination will require additional time to develop a scope of work and participate in meetings. Terraphase has included up to 18 hours of technical time for this optional task.

Relevant Assumptions

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

- Access to the subject property will be provided within a mutually agreed upon schedule, and Terraphase will be provided contact with person(s) knowledgeable of the properties to interview as part of the due diligence scope of work.
- The site reconnaissance visit can be completed within a four-hour time period.
- Terraphase personnel will have an on-site escort that will provide access to the target areas of the subject property as requested by Terraphase.

EXHIBIT B

Hourly Rates

- All permits, records, data, regulatory correspondence and other files and documents requested from the property owners will be provided to Terraphase within one week of project initiation.
- Additional "Non-Scope Considerations" as defined in ASTM E1527-21 are not included in the proposed scope of services.
- Terraphase has included up to four hours of technical time to provide recommendations and respond to DTSC comments; if further time is required, Terraphase will provide a proposal for additional services, as requested by the District.

3.5.1 Litigation History

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

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

Entity Bringing Suit:	Terraphase Engineering Inc.
Complaint:	Breach of contract
Accusation:	Contract was breached; client did not inform Terraphase of any issues with invoices and failed to pay them.
Outcome:	Dispute was resolved without further litigation.

4 Professional Fees

4.1 Fee

We propose to provide the scope of services described as Tasks 1 and 2 of this proposal for the following time-and-materials not-to-exceed cost estimate. This cost estimate and associated rates schedule assume that work will be completed prior to January 2025.

	Base Fee
Task 1. Phase I ESA	$8,700
Task 2. Recommendations and DTSC Coordination	$1,000
Contingency Budget (Requires PM Approval)	$970
Project Total	**$10,670**

In addition, if requested, Terraphase has included the following time-and-materials not-to-exceed cost estimates for the two optional tasks described above.

	Base Fee
Optional Task 3: Chain of Title	$1,200
Optional Task 4: Additional DTSC Communications	$5,000

4.2 Hourly Rates

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 from our 2025 Standard Schedule of Charges.

Labor Classification	Standard Hourly Rate	Hourly Rate with 10% Discount
Senior Principal	$320	$288.00
Principal Engineer/Scientist	$301	$270.90
Senior Associate Engineer/Scientist	$282	$253.80
Associate Engineer/Scientist	$264	$237.60
Senior Project Engineer/Scientist	$247	$222.30
Project Engineer/Scientist	$230	$207.00
Senior Staff 2 Engineer/Scientist	$213	$191.70
Senior Staff 1 Engineer/Scientist	$193	$173.70
Staff 2 Engineer/Scientist	$171	$153.90
Staff 1 Engineer/Scientist	$149	$134.10
Senior Technician	$156	$140.40
Technician 3	$136	$122.40
Technician 2	$114	$102.60
Technician 1	$96	$86.40
Senior Editor/Senior Project Coordinator	$166	$149.40
Editor 2/Project Coordinator 2/Accountant 2	$147	$132.30
Editor 1/Project Coordinator 1/Accountant 1	$122	$109.80
Administrator/Project Assistant/Billing Specialist	$103	$92.70

The rates presented above are valid through December 31, 2025; rates are subject to revision by annual calendar year escalation in January. Rates on invoices will reflect rates in effect at time of invoicing.

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).)

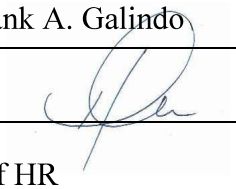
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as VP of HR *[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: April 15, 2025

Name: Hank A. Galindo

Signature: 

Title: VP of HR

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 Galindo *[insert name]*, am the VP of HR *[insert "owner" or officer title]* for Terraphase Engineering Inc. *[insert name of business entity]* ("Entity"), which entered a contract on _____, 2025, with the District for _____.

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

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

Date: April 15, 2025

Signature: _____
Typed Name: Hank A.Galindo
Title: VP of HR
Entity: Terraphase Engineering Inc.

TERRENG-02 MLACYMCCLINTOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2025

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 License # 0C36861 Seattle-Alliant Insurance Services, Inc. 401 Union Street, 31st Floor Seattle, WA 98101	CONTACT NAME: Melanie Kelly PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: melanie.kelly@alliant.com
INSURED Terraphase Engineering, Inc. 1300 Clay Street, Suite 1000 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Crum & Forster Specialty Insurance Company 44520 INSURER B : Continental Insurance Company 35289 INSURER C : Aspen Specialty Insurance Company 10717 INSURER D : National Fire Insurance Company of Hartford 20478 INSURER E : INSURER F :

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		EPK-149149	10/4/2024	10/4/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 50,000 $ 10,000 $ 10,000,000 $ 10,000,000 $ 10,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7063362068	10/4/2024	10/4/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EX00UFY24	10/4/2024	10/4/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7040301196	10/4/2024	10/4/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Prof Liab/Pollution			EPK-149149	10/4/2024	10/4/2025	Each Claim/Each Occ	5,000,000
A	Prof Liab/Pollution			EPK-149149	10/4/2024	10/4/2025	Prof Liab/Pollution	5,000,000

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

All Other States Workers Compensation Policy #7040301196 | 10.4.24 - 10.4.25 | National Fire Insurance of Hartford | Employers Liability Limits: $1m/$1m/$1m | Statutory Coverage Applies

Project: Garfield Elementary School

All insurers above have an A.M. Best rating of A- or greater.

Oakland Unified School District is Additional Insured with respect to General Liability per form attached.

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



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Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Garfield Elementary School Modernization Project	**Site**	118

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

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? ☒Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	22102						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2025
		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)	$10,670.00
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	210-9655-0-9867-8500-6220-118-9180-9906-9999-22102	6220	$10,670.00

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.

1.	**Division Head**	**Phone** 510-535-7038	Fax	510-535-7082
	Executive Director of Facilities			
	Signature Kenya Chatman (Apr 18, 2025 10:26 PDT)	Date Approved	04/18/2025	
2.	**Counsel, Department of Facilities Planning and Management**			
	Signature James Traber	Date Approved	04/18/2025	04/17/2025
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Apr 18, 2025 10:54 PDT)	Date Approved		
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT