

Board Office Use: Legislative File Info.	
File ID Number	26-1345
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 24, 2026

Subject Amendment No. 1 - Master Agreement for General Services - Langan CA, Inc.- Environmental Site Assessment Consulting Services at Various School Sites – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the **Master Agreement for General Services** by and between the **District and Langan CA, Inc., Oakland, CA**, for the latter to provide environmental site assessment consulting services for **Washington Early Child Development Center at Sankofa Campus**, in the not-to-exceed amount of **\$32,450.00**. The agreement shall commence on **June 25, 2026**, and shall end upon the completion of all assigned projects pursuant to the Agreement.

Discussion This Amendment is for Environmental Site Assessment Consulting Services for the Washington Early Child Development Center at Sankofa Campus

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Master Agreement for General Services by and between the District and Langan CA, Inc., Oakland, CA, for the latter to provide environmental site assessment consulting services for Washington Early Child Development Center at Sankofa Campus, in the not-to-exceed amount of \$32,450.00. The agreement shall commence on June 25, 2026, and shall end upon the completion of all assigned projects pursuant to the Agreement.

Fiscal Impact Fund 12 – Oakland Children’s Initiative

Attachments

- Amendment No. 1
- Routing Form
- File ID: 26-1310

AMENDMENT FOR PROJECT ASSIGNMENT

Pursuant to the Master Agreement for General Services (“Master Agreement”) between the **Oakland Unified School District** (“District”) and **Langan CA, Inc.** (“Contractor”) effective **June 25, 2026** (“Agreement”), the District and Contractor agree to amend the Master Agreement to add services for **the Washington Early Child Development Center at Sankofa Campus project** (the “Project”).

1. **Services.** The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. Contractor shall perform the services selected under Section 1(a) for the Project in accordance with the terms and conditions of the Agreement and this Project Assignment (the “Services”) and as further described in Contractor's proposal attached hereto and incorporated herein as *Exhibit 1*. The Services shall include all labor, materials, supervision, equipment, and incidentals necessary to fully and properly perform the Services, and shall be completed (a) in accordance with the terms of this Agreement; (b) with the degree of skill, care, and diligence normally exercised by professionals in the same field; and (c) to the reasonable satisfaction of the District. The District retains the right to self-perform or to contract with others for services similar or identical to those provided under this Agreement. Any terms and conditions contained in Contractor’s proposal, other than those defining the scope of work and price, shall be of no force and effect.

- a. **Scope of Services.** The intent of anticipated investigations is to explore and characterize surface and shallow subsurface soil conditions to portions of sites with proposed site improvements. Investigations shall address excavation and soil disposal in addition to protection of site users.

FIELD EXPLORATION

- Investigation preparation shall include but not limited to obtaining utility clearance, preparing a site health and safety plan, and permitting.
 - All boring locations shall be cleared for subsurface utilities prior to beginning any work at the site through notification of the Underground Services Alert (USA) system and verification by an underground utility locator.
 - A site health and safety plan shall be prepared in accordance with OSHA standards for hazardous waste operations (29 CFR 1910.120).
 - Permit and authorization to perform site work shall be obtained from the Alameda County Public Works Agency for boring depths, if required, greater than 5 feet.
 - During drilling, the Contractor shall monitor for volatile organic compounds (VOCs) in both the breathing zone and for individual soil samples. Contractor shall establish background levels before drilling and continuously monitor for potential VOCs in the air space around the drilling operations.
- Boring locations shall be navigated to and recorded to GPS coordinates.
- Soil testing will be performed at locations as identified by the design team, most appropriate to the program area. Soil borings shall be advanced to a total depth of 5 feet below the ground surface (unless otherwise requested by District) and soil samples shall be collected at depths of 1-foot and 5-feet.

- The soil borings shall be visually logged in general accordance with the Unified Soil Classification System (USGS) under the supervision of a Professional Geologist. Soil samples shall be collected in acetate liners, sealed, labelled and transported to an analytical laboratory under chain-of-custody procedures. All borings shall be backfilled using cement grout in accordance with Alameda County drilling permit requirements.
- Contractor shall provide separate fees based the soil sampling completed during normal business hours and during weekend hours.
- To account for the event that the Contractor encounters groundwater in any of the borings, firm shall provide fee for additional services in the proposal to collect and test samples.

SOIL TESTING

- Soil sample(s) shall be tested for pollutants, contaminants, and waste characterization. The results of such tests will be presented in a brief memorandum. If test results exceed the allowable threshold, additional scope will be required to determine next steps, including horizontal and vertical extents of contamination.
- Produce waste profiling scenarios accepted by landfills should results warrant it. Soil samples delivered to an analytical laboratory under a signed chain of custody sheet and the uppermost (0-foot) samples shall be analyzed for the following tests.
- Analytical methods include:
 - Discreet sampling shall be performed.
 - CAM 17 Metals by method 6010; CAM 17 Metals includes the following: Antimony (Sb), Arsenic (As), Barium (Ba), Beryllium (Be), Cadmium (Cd), Chromium (Cr), Cobalt (Co), Copper (Cu), Lead (Pb), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Thallium (Tl), Vanadium (V), and Zinc (Zn).
 - Total petroleum hydrocarbons as gasoline, diesel, and motor oil by method 8015;
 - VOCs by 8260;
 - SVOCs by 8270;
 - PCBs by 8082;
 - Organochlorine pesticides by 8081,
 - Asbestos by CARB 435; and
 - Additional waste criteria (STLC/TCLP), as needed.
- Samples will be analyzed on a standard turnaround time. Upon receipt of the initial analytical results, select samples shall be re-analyzed for leachability testing and select 5-foot samples shall be analyzed for individual metal concentrations based on hazardous waste screening criteria published by the Environmental Protection Agency (EPA).

GROUNDWATER TESTING

- Groundwater sampling and analysis for vapor intrusion evaluation with 1-foot samples.
- Groundwater analytical testing for the following:
 - TPHg, TPHd, and TPHmo by EPA Method 8015M
 - VOCs by EPA Method 8260B
 - SVOCs by EPA Method 8270C
 - Total CAM 17 metals by EPA Method E200.8

ANALYTICAL RESULTS AND REPORTING

- Comparison of analytical results to Federal and California State Hazardous Waste Criteria to determine if trigger concentrations indicate exceedances per Federal Toxicity Characteristics Leaching Procedure (TCLP), California State Total Threshold Limit Concentration (TTLC) or Soluble Threshold Limit Concentration (STLC).
- Hazardous/non-hazardous waste characterization analysis.
- Environmental Screening Level comparison and evaluation for Residential Shallow Soil Exposure as published by the San Francisco Bay Regional Water Quality Control Board.
- Preparation of memoranda, reports, conclusions, and recommendations.

DTSC VOLUNTARY SITE MITIGATION PROGRAM SUPPORT

- Contractor shall advise and assist the District with Department of Toxic Substances (DTSC) requirements including but not limited to the Voluntary Cleanup Program procedures, the Preliminary Endangerment Assessment (PEA) Review Process, the Environmental Oversight Agreement (EOA) and public notices of the PEA field work.

OTHER SERVICES

Additional Services specifically described below and approved by the Parties:

2. **Compensation and Fee Schedule**

For Services satisfactorily performed, and based on invoices properly documented and submitted, Contractor shall be compensated in an amount not to exceed **Thirty-Two Thousand Four Hundred Fifty Dollars (\$32,450.00)**, which represents Contractor's estimate of the maximum total cost of Services for the Project, based on its fee stated in its proposal as shown in *Exhibit 1*. If contractor's proposal includes hourly rates it shall bill at such rates against the total not to exceed amount. The foregoing not to exceed amount shall, if noted in the proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District's consent if Contractor demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project's completion date requiring extended services. Any unused contingency amount shall be retained by the District.

Reimbursables. Contractor's total reimbursement for reimbursable expenses shall not exceed the amount indicated on Contractor's proposal which is Contractor's estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

3. This Project Assignment, together with the Agreement and incorporated documents expressly identified herein, constitutes the entire agreement of the Parties relating to the Project described herein.
4. Notwithstanding anything to the contrary in the Agreement, the term of the Agreement shall continue and apply to include such time as necessary to complete any project that is assigned under the Agreement.


[Signatures on following page]

DISTRICT:

Oakland Unified School District

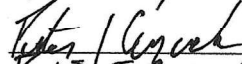
Jennifer Brouhard, President,
Board of Education

Denise Saddler, Interim Superintendent & Secretary
of the Board of Education

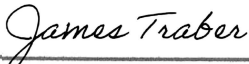

[Preston Thomas \(May 27, 2026 16:09:03 PDT\)](#)
Preston Thomas, Chief Systems & Services Officer

CONTRACTOR:

Langan CA, Inc.

By: 
Name: Peter J. Cusack
Title: Associate Principal
Date: 24 May 2026

Approval as to form:



James Traber, Esq.
Facilities Counsel

Date: 5/25/26

EXHIBIT 1

Project Description

It is our understanding that the OUSD retained Aedis Architects in 2025 to study and provide conceptual plans for new transitional kindergarten classrooms at the Sankofa Campus. The purpose of the study was to address feasibility, scope, and site planning needs in support of an expanded early education program at the site.

The program for the transitional kindergarten facility includes the construction of six transitional kindergarten-equivalent classrooms, designed with age-appropriate features such as student and staff restrooms. Aedis Architects recommended the use of DSA pre-checked/pre-approved modular buildings designs. The conceptual design utilizes three 2,900 square foot (sf) modular buildings, each with two 900 sf classrooms and support spaces.

Scope of Environmental Services

The purpose of the environmental site characterization (ESC) is to characterize the soil that may be disturbed and to assist in soil handling procedures during construction activities. The results of the ESC can also be used to assist OUSD in obtaining waste profile acceptance from regulatory landfills, if needed based on the analytical results.

We will complete an ESC for the property to assess the potential of soil and groundwater (if encountered) contamination resulting from past site activities and nearby off-site operations. Our scope of services will include drilling a total of five (5) shallow environmental borings at the site using a hand auger for the collection and analyses of soil samples. Three of the borings will be within the footprint of the planned building cluster proposed by Aedis Architects. Two of the borings will be located within the play area adjacent to the existing CDC building, which is planned to be demolished.

To prepare for the field investigation Langan will clear all borings prior to the beginning of any work at the site through notification of the Underground Service Alert (USA) system and will have each boring location scanned by a private underground utility locator with ground penetrating radar (GPR). A site health and safety plan shall be prepared by Langan in accordance with OSHA standards. Soil boring permits (if needed) will be obtained from the Alameda County Public Works Agency (ACPWA). Due to the limited exploration depth and our anticipated use of hand tools to advance the soil borings, we do not anticipate requiring soil boring permits. If boring permits are needed, permit fees are included in the Additional Services below.

Each boring will be advanced to a depth of five feet below ground surface (bgs). A total of two soil samples will be collected from each boring at depths of approximately 1-foot and 5-feet bgs, totaling 10 samples. If groundwater is encountered in any of the exploratory borings, a grab groundwater sample will be collected.

Each soil sample tube will be sealed with Teflon and plastic caps, labeled, and placed on ice in a cooler for delivery to a State of California certified analytical laboratory under chain of custody procedures.

During drilling, Langan will monitor for volatile organic compounds (VOCs) in the breathing zone and will collect readings from each individual soil sample. The location of each boring will be recorded to GPS coordinates. Each boring will be backfilled with soil cuttings from the investigation. The analytical testing program was chosen to satisfy site history and soil profiling scenarios generally accepted by regulated landfills. Each soil sample will be analyzed for some or all of the following: total petroleum hydrocarbons (TPH) as gasoline (TPHg), TPH as diesel (TPHd), and TPH as motor oil (TPHmo) by EPA Method 8015; volatile organic compounds (VOCs) by EPA Method 8260; semi-volatile organic compounds (SVOCs) by EPA Method 8270C; organochlorine pesticides (OCPs) and polychlorinated biphenyls (PCBs) by EPA Method 8081/8082, California Assessment Manual (CAM) 17 metals by EPA Method 6010B/7471A; asbestos by California Air Resource Board (CARB) 435, and percent moisture.

Based on these analytical results, we may recommend that certain samples with elevated total metal concentrations, if found, be analyzed for soluble concentrations, using the California Waste Extracting Test (WET) to further assess whether the material is a California hazardous waste. If significant levels of soluble metals are detected, additional analyses may be necessary to determine if the material is a Federal hazardous waste. The toxicity characteristic leachate procedure (TCLP) would be used for this analysis. We have budgeted for 10 soluble tests. For the purpose of this proposal, we have assumed a standard turn-around time (7-10 days) on all analyses.

If encountered, a grab groundwater sample will be analyzed for the following: TPHg, TPHd, and TPHmo by EPA Method 8015M, VOCs by EPA Method 8260, SVOCs by EPA Method 8270C, and CAM 17 metals by EPA Method E200.8. We do not anticipate encountering groundwater based on the depth of groundwater observed in the area. Groundwater sampling and groundwater sample analysis is included in the Additional Services Below.

We will prepare a report for the site describing the soil and groundwater (if encountered) sampling procedures and results, presenting our opinion regarding the presence of hazardous materials beneath the site. All analytical results will be compared against applicable Residential Environmental Screening Levels (ESLs) as published by the San Francisco Bay Regional Water Quality Control Board (RWQCB). We will tabulate the data and prepare a site plan identifying the location of each boring.

Fee Estimate

We propose to perform our services on a time-and-expense basis in accordance with our 2026 Public Agency Schedule of Fees and conditions, which is attached. A breakdown of our fee estimates is presented below. The estimated fees will not be exceeded unless the scope of service changes and not without your prior written authorization. Our breakdown includes a 10% surcharge for weekend work for our subconsultants (Langan does not charge weekend surcharge rates for labor). A breakdown of our fees follows:

Environmental Site Characterization	Proposed Fee
<u>Field Coordination</u> – 5.0 Hours	
(Boring Permit, Site visit to mark borings for USA,HASP)	\$1,600
<u>Field Investigation</u> – 8.0 Hours	
(Mobilization for drilling five borings, GPR utility locating, field sampling of soil)	\$8,900
<u>Chemical Testing</u> - 10 Soil Samples – Standard TAT	\$15,000
<u>Report</u> – 12 Hours	<u>\$4,000</u>
TOTAL	\$29,500
<i>Contingency Fee (10%)</i>	\$2,950
TOTAL NOT TO EXCEED	\$32,450
 Additional Services:	
<u>Soil Boring Permit (5 borings total)</u>	\$750
<u>Groundwater Sampling (per sample)</u>	\$200
<u>Groundwater Sample Analysis (per sample)</u>	\$650

We will not exceed the estimated fees unless the scope of services changes, and we receive your prior authorization. Our estimate is based on being provided with access to the exploratory locations at the site. In addition, we have assumed the following:

- all subsurface exploration can be performed during normal working hours (8:00 am to 6:00 pm).

Schedule

Our services can begin immediately upon receiving your written authorization. Obtaining necessary boring permits (if required) from ACPWA will take up to 10 days. Obtaining a drill team will take two weeks and our field investigation will take approximately one day to complete. The laboratory testing will take approximately two weeks to complete. We estimate that the final Report will be completed about two weeks after receiving the final analytical reports.

SCHEDULE OF FEES AND CONDITIONS

Effective 1 January 2026

BILLING CATEGORY	HOURLY BILLING RATE
Technician	155
Staff Personnel	165
Senior Staff Personnel	180
Project Personnel	200
Senior Project Personnel	240
Associate / Senior Associate	300
Associate Principal / Principal	350
Senior Principal / Managing Principal	375
Senior Consultant	350

- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation-related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one-half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$28.25 per hour/ \$226 per day. Nuclear Moisture-Density Gauge \$17.00 per hour.

COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates:

CADD, GIS and Terrain Modeling Programs
Engineering Programs/Digitizing

Rate per Hour

\$30
\$25

SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions.

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 10%.

REIMBURSABLE EXPENSES PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long-distance communications, travel and subsistence and other project-related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2026

7/29/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1494138 LANGAN CA, INC. 135 MAIN STREET, SUITE 1500 SAN FRANCISCO, CA 94105 Mukta Patil	INSURER A: National Fire Insurance Co of Hartford NAIC # 20478	
	INSURER B: The Continental Insurance Company NAIC # 35289	
	INSURER C: The Continental Ins Co of New Jersey NAIC # 42625	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20867888 **REVISION NUMBER:** XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7014708217	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6016359856	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6016359842 (AOS) 6016359873 (CA) 6057485432 (NY)	8/1/2025 8/1/2025 8/1/2025	8/1/2026 8/1/2026 8/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROF LIAB INCL. POLL LIAB	N	N	AEH591971277.	8/1/2025	8/1/2026	\$1,000,000 PER CLAIM/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: LANGAN PROJECT #750695300. OAKLAND UNIFIED SCHOOL DISTRICT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION**

20867888
 OAKLAND UNIFIED SCHOOL DISTRICT
 955 HIGH STREET
 OAKLAND CA 94601

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

Joseph M. Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Washington Early Child Development Center at Sankofa Campus	Site	161
---------------------	---	-------------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	Langan CA, Inc.	Agency's Contact	Mukta Patil
OUSD Vendor ID #	009210	Title	Project Manager
Street Address	1814 Franklin Street, Suite 505	City	Oakland
Telephone	408-283-3635	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94612
OUSD Project #	25072	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-25-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$32,450.00
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
9186/8500	Fund 12/OCI	120-9186-0-8500-6265-161-9180-8500-9999-25072	6265	\$32,450.00

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 Planning & Management				
	Signature <i>Pranita Ranbhise</i>	Date Approved	05/28/2026		
2.	OUSD Counsel, Facilities				
	Signature <i>James Traber</i>	Date Approved	5/25/26		
3.	Chief Systems & Services Officer				
	Signature <i>Thomas</i>	Date Approved	05/27/2026		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

FILE ID 26-1310

Board Office Use: Legislative File Info.	
File ID Number	26-1310
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 24, 2026

Subject Master Agreement for General Services - Langan CA, Inc.- Environmental Site Assessment Consulting Services at Various School Sites– Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of a **Master Agreement for General Services** by and between the **District and Langan CA, Inc., Oakland, CA**, for the latter to provide environmental site assessment consulting services at various school sites, in the not-to-exceed amount of \$0. The agreement shall commence on June 25, 2026, with an anticipated end date of June 30, 2028.

Discussion Consultant was 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.)

LBP (Local Business Participation Percentage) 100%

Recommendation Approval by the Board of Education of a Master Agreement for General Services by and between the District and Langan CA, Inc., Oakland, CA, for the latter to provide environmental site assessment consulting services at various school sites, in the not-to-exceed amount of \$0. The agreement shall commence on June 25, 2026, with an anticipated end date of June 30, 2028.

Fiscal Impact All Funds:

- 01 General Fund ;
- 14 Deferred Maintenance
- 21 Building Fund
- 25 Developer Fees
- 35 County Schools Facilities
- 40 Special Reserve for Capital Outlay Projects

Attachments

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



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

Legislative File ID No. 26-1310

Department: Facilities, Planning, & Management

Vendor Name: Langan CA, Inc.

Project Name: Environmental Site Assessment Consulting Services at Various School Sites **Project No.:** 25120

Contract Term: Intended Start: June 25, 2026 Intended End: June 30, 2028

Total Cost Over Contract Term: \$0.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Consultant was selected through the formal RFP/RFQ process.

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

Provide environmental site assessment consulting services at various school sites

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?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/26)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$119,100 or less (as of 1/1/26)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- 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 \$119,100 (as of 1/1/26)
- 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 (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.)

**OAKLAND UNIFIED SCHOOL DISTRICT
MASTER AGREEMENT FOR GENERAL SERVICES**

This Master Agreement for General Services (“Agreement”) is made and entered into effective **June 25, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Langan CA, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide environmental site assessment consulting services for the District from time to time pursuant to written project assignments executed by the Parties substantially in the form attached hereto as **Exhibit A** (each, a “Project Assignment”). Each Project Assignment shall identify the applicable services to be performed by Contractor (the “Services”), the applicable compensation, schedule, deliverables, and any project specific requirements. Contractor shall perform the Services (a) in accordance with the terms and subject to the conditions set out in the Project Assignment and this Agreement; (b) using personnel of required skills, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Contractor’s field; and (e) to the reasonable satisfaction of the District. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to prevent the District from itself performing services or from acquiring services from other providers that are similar to or identical to the Services. The Services are to be provided for any project described in an executed Project Assignment amendment (“Project”). This Agreement may be amended from time to time to include additional Services.

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 of this Agreement shall begin on **June 25, 2026**, and shall end on **June 30, 2028**, (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. District may extend the Term for up to three (3) additional one-year periods by providing written notice to Contractor. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

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

receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** In consideration of the Services to be performed under this Agreement, District shall pay Contractor for Services satisfactorily rendered pursuant to this Agreement in the amounts stated in any executed Project Assignment. Unless otherwise indicated in a Project Assignment, the Fees shall be payable in monthly installments. Contractor shall provide monthly invoice of the Fees to District for Services rendered accompanied by documentation reasonably requested by District evidencing all charges, and District shall pay the undisputed amounts of such invoices within sixty (60) days of receipt of the invoice. Contractor shall not submit its invoices to District more frequently than monthly. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

The Fees shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Contractor and/or District under this Agreement, and in no event shall District be required to pay any additional amount to Contractor in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Contractor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5.1 **Reimbursement for Certain Expenses.** Expenses will not be charged for Contractor's performance of these Services, with the exception of any listed in any executed Project Assignment.

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 limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions in the amount of \$1,000,000 per occurrence. 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 B*).

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. **Reserved.**

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. Any terms and conditions contained in Contractor's proposal, other than those defining the scope of work and price, shall be of no force and effect.

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 requires Contractor to 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. **Reserved.**

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

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

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

Address for District Notices:

Address for Contractor Notices:

Oakland Unified School District 955 High Street Oakland, CA 94601 Attn: Preston Thomas	Langan CA, Inc. 1330 Broadway, Suite 428 Oakland, CA 94612 Attn: Peter J. Cusack
---	---


* * * * *

DISTRICT:

Oakland Unified School District


Jennifer Brouhard, President,
Board of Education

Denise Saddler, Interim Superintendent & Secretary
of the Board of Education

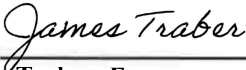

Preston Thomas (May 25, 2026 17:46:04 PDT)
Preston Thomas, Chief Systems & Services Officer

CONTRACTOR:

Langan CA, Inc.

By: 
Name: Peter J. Casmark
Title: Associate Principal
Date: 20 May 2026

Approval as to form:



James Traber, Esq.
Facilities Counsel

Date: 5/25/2026

EXHIBIT A

FORM OF AMENDMENT FOR PROJECT ASSIGNMENT

Pursuant to the Master Agreement for General Services (“Master Agreement”) between the Oakland Unified School District (“District”) and [REDACTED] (“Contractor”) effective [REDACTED], 20 [REDACTED] (“Agreement”), the District and Contractor agree to amend the Master Agreement to add services for the [REDACTED] project (the “Project”).

1. **Services.** The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. Contractor shall perform the services selected under Section 1(a) for the Project in accordance with the terms and conditions of the Agreement and this Project Assignment (the “Services”) and as further described in Contractor’s proposal attached hereto and incorporated herein as *Exhibit 1*. The Services shall include all labor, materials, supervision, equipment, and incidentals necessary to fully and properly perform the Services, and shall be completed (a) in accordance with the terms of this Agreement; (b) with the degree of skill, care, and diligence normally exercised by professionals in the same field; and (c) to the reasonable satisfaction of the District. The District retains the right to self-perform or to contract with others for services similar or identical to those provided under this Agreement. Any terms and conditions contained in Contractor’s proposal, other than those defining the scope of work and price, shall be of no force and effect.

- a. **Scope of Services.** The intent of anticipated investigations is to explore and characterize surface and shallow subsurface soil conditions to portions of sites with proposed site improvements. Investigations shall address excavation and soil disposal in addition to protection of site users.

FIELD EXPLORATION

- Investigation preparation shall include but not limited to obtaining utility clearance, preparing a site health and safety plan, and permitting.
 - All boring locations shall be cleared for subsurface utilities prior to beginning any work at the site through notification of the Underground Services Alert (USA) system and verification by an underground utility locator.
 - A site health and safety plan shall be prepared in accordance with OSHA standards for hazardous waste operations (29 CFR 1910.120).
 - Permit and authorization to perform site work shall be obtained from the Alameda County Public Works Agency for boring depths, if required, greater than 5 feet.
 - During drilling, the Contractor shall monitor for volatile organic compounds (VOCs) in both the breathing zone and for individual soil samples. Contractor shall establish background levels before drilling and continuously monitor for potential VOCs in the air space around the drilling operations.
- Boring locations shall be navigated to and recorded to GPS coordinates.
- Soil testing will be performed at locations as identified by the design team, most appropriate to the program area. Soil borings shall be advanced to a total depth of 5 feet below the ground surface (unless otherwise requested by District) and soil samples shall be collected at depths of

1-foot and 5-feet.

- The soil borings shall be visually logged in general accordance with the Unified Soil Classification System (USGS) under the supervision of a Professional Geologist. Soil samples shall be collected in acetate liners, sealed, labelled and transported to an analytical laboratory under chain-of-custody procedures. All borings shall be backfilled using cement grout in accordance with Alameda County drilling permit requirements.
- Contractor shall provide separate fees based the soil sampling completed during normal business hours and during weekend hours.
- To account for the event that the Contractor encounters groundwater in any of the borings, firm shall provide fee for additional services in the proposal to collect and test samples.

SOIL TESTING

- Soil sample(s) shall be tested for pollutants, contaminants, and waste characterization. The results of such tests will be presented in a brief memorandum. If test results exceed the allowable threshold, additional scope will be required to determine next steps, including horizontal and vertical extents of contamination.
- Produce waste profiling scenarios accepted by landfills should results warrant it. Soil samples delivered to an analytical laboratory under a signed chain of custody sheet and the uppermost (0-foot) samples shall be analyzed for the following tests.
- Analytical methods include:
 - Discreet sampling shall be performed.
 - CAM 17 Metals by method 6010; CAM 17 Metals includes the following: Antimony (Sb), Arsenic (As), Barium (Ba), Beryllium (Be), Cadmium (Cd), Chromium (Cr), Cobalt (Co), Copper (Cu), Lead (Pb), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Thallium (Tl), Vanadium (V), and Zinc (Zn).
 - Total petroleum hydrocarbons as gasoline, diesel, and motor oil by method 8015;
 - VOCs by 8260;
 - SVOCs by 8270;
 - PCBs by 8082;
 - Organochlorine pesticides by 8081,
 - Asbestos by CARB 435; and
 - Additional waste criteria (STLC/TCLP), as needed.
- Samples will be analyzed on a standard turnaround time. Upon receipt of the initial analytical results, select samples shall be re-analyzed for leachability testing and select 5-foot samples shall be analyzed for individual metal concentrations based on hazardous waste screening criteria published by the Environmental Protection Agency (EPA).

GROUNDWATER TESTING

- Groundwater sampling and analysis for vapor intrusion evaluation with 1-foot samples.
- Groundwater analytical testing for the following:
 - TPHg, TPHd, and TPHmo by EPA Method 8015M
 - VOCs by EPA Method 8260B
 - SVOCs by EPA Method 8270C
 - Total CAM 17 metals by EPA Method E200.8

ANALYTICAL RESULTS AND REPORTING

- Comparison of analytical results to Federal and California State Hazardous Waste Criteria to determine if trigger concentrations indicate exceedances per Federal Toxicity Characteristics Leaching Procedure (TCLP), California State Total Threshold Limit Concentration (TTLC) or Soluble Threshold Limit Concentration (STLC).
- Hazardous/non-hazardous waste characterization analysis.
- Environmental Screening Level comparison and evaluation for Residential Shallow Soil Exposure as published by the San Francisco Bay Regional Water Quality Control Board.
- Preparation of memoranda, reports, conclusions, and recommendations.

DTSC VOLUNTARY SITE MITIGATION PROGRAM SUPPORT

- Contractor shall advise and assist the District with Department of Toxic Substances (DTSC) requirements including but not limited to the Voluntary Cleanup Program procedures, the Preliminary Endangerment Assessment (PEA) Review Process, the Environmental Oversight Agreement (EOA) and public notices of the PEA field work.

OTHER SERVICES

Additional Services specifically described below and approved by the Parties:

[Insert any additional Services...]

2. **Compensation and Fee Schedule**

For Services satisfactorily performed, and based on invoices properly documented and submitted, Contractor shall be compensated in an amount not to exceed _____ **Dollars and** ___/100 (**\$** _____), which represents Contractor's estimate of the maximum total cost of Services for the Project, based on its fee stated in its proposal as shown in *Exhibit 1*. If contractor's proposal includes hourly rates it shall bill at such rates against the total not to exceed amount. The foregoing not to exceed amount shall, if noted in the proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District's consent if Contractor demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project's completion date requiring extended services. Any unused contingency amount shall be retained by the District.

Reimbursables. Contractor's total reimbursement for reimbursable expenses shall not exceed the amount indicated on Contractor's proposal which is Contractor's estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

3. This Project Assignment, together with the Agreement and incorporated documents expressly identified herein, constitutes the entire agreement of the Parties relating to the Project described herein.

[Signatures on following page]

DISTRICT:

Oakland Unified School District

Jennifer Brouhard, President,
Board of Education

Denise Saddler, Interim Superintendent & Secretary
of the Board of Education

Preston Thomas, Chief Systems & Services Officer

Approval as to form:

James Traber, Esq.
Facilities Counsel

CONTRACTOR:

LANGAN CA, Inc.

By: _____
Name: Peter J. Casmark
Title: Associate Principal
Date: 20 May 2026

EXHIBIT B

Fingerprinting Notice and Acknowledgement Form

EXHIBIT B

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(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 Associate Principal [*insert "owner" or officer title*] of Langan CA, Inc. [*insert name of business entity*], have read the foregoing and agree that Langan CA, 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: 04/30/2026

Name: Pete Frederick

Signature: 

Title: Associate Principal

EXHIBIT B - 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: Langan CA, Inc.
Date of Entity’s Contract with District: April 30, 2026
Scope of Entity’s Contract with District: Hazardous Material Abatement Consulting Services at Various School Sites

I, Pete Frederick [insert name], am the Associate Principal [insert “owner” or officer title] for Langan CA, Inc. [insert name of business entity] (“Entity”), which entered a contract on April 30, 2026, with the District for Hazardous Material Abatement Consulting Services at Various School Sites

I certify that (1) 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 30, 2026 Signature: 
Typed Name: Pete Frederick
Title: Associate Principal
Entity: Langan CA, Inc.

QUALIFICATIONS

Environmental Consulting Services

**Response to OUSD RFQ for Environmental Site Assessment
Consulting Services for Soil Characterization Investigations
at Various School Sites**



Table of Contents

- 1 Letter of Interest
- 2 Executive Summary
- 3 Litigation
- 4 Professional Fees
- 5 Insurance
- 6 Appendix: Fees and Insurance



April 30, 2026

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

**Re: Letter of Interest – Environmental Site Assessment Consulting
Services for Soil Characterisation Investigations at Various School
Sites, Project #25120**

Dear Mr. Thomas,

Langan CA, Inc. is pleased to submit this Letter of Interest and accompanying Statement of Qualifications in response to the Oakland Unified School District's Request for Qualifications for Environmental Site Assessment Consulting Services for Soil Characterization Investigations at Various School Sites (Project #25120).

Langan provides an integrated mix of engineering and environmental consulting services in support of land development projects, corporate real estate portfolios, and the energy industry. Founded in 1970, Langan employs over 2,000 professionals across more than 56 offices throughout the United States, including an established office in Oakland, California. Langan's Oakland office positions the team to respond promptly to the District's needs across its various school sites.

Langan brings direct, hands-on experience working with the Oakland Unified School District. The team delivered environmental and geotechnical engineering services for schoolyard improvements at 21-plus OUSD sites, assessing possible soil contamination from past site activities and nearby off-site operations. Most recently, Langan provided environmental site assessment services for seven OUSD school sites, including shallow soil sampling for laboratory analysis with conclusions and recommendations, as well as environmental asphalt sampling and additional sampling focused on lead, arsenic, and asbestos dust mitigation at multiple schools. The Langan team assigned to this engagement includes Peter Cusack, who brings 38 years of experience managing hazardous waste characterization and remediation projects throughout the Bay Area; Mukta Patil, with 18 years of experience in environmental engineering including vapor intrusion investigation and soil and groundwater assessment; and Daniel Wood, a California-licensed Professional Geologist with nine years of experience in soil, air, and water sampling and remediation plan development. This team's deep familiarity with OUSD sites, Alameda County permitting processes, and California regulatory requirements makes Langan a strong fit for the District's soil characterization needs.

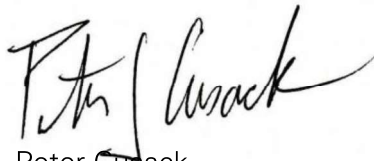
Langan has developed a robust conflict resolution program to identify, evaluate, and avoid or mitigate actual or perceived conflicts of interest between Langan and its clients.

Langan received a copy of the District's Agreement attached as EXHIBIT A to the RFQ. Langan has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Langan has no objections to the use of the Agreement.

Langan declares 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 will any such person be employed in the performance of any contract(s) without immediate divulgence of this fact to the District.

Langan looks forward to the opportunity to support the Oakland Unified School District for these services. Questions regarding this submission may be directed to Peter Cusack at Langan's Oakland office.

Sincerely,
Langan CA, Inc.



Peter Cusack
Associate Principal



Mukta Patel
Associate

Corporate Summary

Presence in California

Integrated Solutions. Measurable Value.

Langan provides an integrated mix of site civil, geotechnical, and environmental engineering and consulting services in support of municipal agencies, land development projects, corporate real estate portfolios, energy industry, and various other sectors. Our clients include Bay Area municipal agencies, developers, property owners, private corporations, institutions, and energy companies around the world. Our professionals include engineers, scientists, landscape architects, planners, and technical specialists. Using sound principles and proven concepts, while continually advancing our technology and promoting continual education within our field's expertise; our professionals are skilled problem solvers who strive to deliver a high level of quality on each and every project. Langan is listed among the "Top 10 Environmental and Geotechnical Firms" by ENR California.



200+
employees in
state



56
years in
business



Full-Service
land development
firm

Key Services

- Environmental Engineering
- Regulated Building Materials Inspections
- Asbestos, Lead Paint, Indoor Air Quality/Mold Consulting
- Site/Civil Engineering
- Geotechnical Engineering
- Earthquake/Seismic
- Geology
- Foundation Design
- Surveying
- 3D Laser Scanning
- Building Information Modeling (BIM)
- Natural Resources Assessments & Permitting
- Stormwater & Spill Control Compliance
- Landscape Architecture + Planning
- GIS/Data Management Services
- Litigation Support/Expert Witness
- EHS Management & Compliance

Highly Recognized Throughout the Industry



Qualifications and Experience

Langan CA, Inc. (Langan) is a C-Corporation founded in 1970 that provides an integrated mix of geotechnical, site/ civil engineering, environmental consulting, surveying, and landscape architecture services in support of a broad range of public and private clients (environmental discipline summary is included in Appendix). Langan's team includes California licensed professional engineers and geologists, who will sign and seal technical reports. The bulk of services solicited will be performed from our Oakland office.

Peter Cusack, Associate Principal, will serve as Principal-in-Charge and the main point of contact. He brings more than 38 years of experience managing and implementing hazardous waste characterization and remediation projects, including extensive regulatory agency interaction throughout the Bay Area. **Mukta Patil, PE, Associate**, offers more than 18 years of experience in environmental engineering, managing projects involving Phase I and Phase II investigations, soil and groundwater investigation, and vapor intrusion investigation and mitigation. **Daniel Wood, PG, Project Geologist**, has more than seven years of experience conducting soil, air, and water sampling, and developing soil and groundwater management and remediation plans. The team's deep familiarity with OUSD sites, Alameda County permitting processes, and California regulatory requirements makes Langan a strong fit for environmental soil characterization needs.

Field staff will be assigned to this project from our Oakland office. Our field engineers have 100% future availability for this project.

• **Federal Tax ID:** 92-3251943

• **CA State License:** 5595125

Ownership and Senior Officials

- David Gockel, President & Chief Executive Officer (Owner)
- Lori Adams Simpson, Vice President (Owner)
- Donald J. Hodson, Vice President (Owner)
- Satyendu S. R. Yadavalli, Chief Financial Officer & Treasurer (Owner)
- Diane Fiorelli, Vice President (Owner)
- Michael Golias, Vice President (Owner)
- Eric Vervoordt, Chief Operating Officer and Secretary (Owner)
- Andrew Turner, Vice President (Non-Owner)

Schedule Management Procedures

Our firm has a documented history of working with school districts and public agencies in California, maintaining strong relationships with regulatory bodies to promote smooth project approvals and adherence to selected standards. Peter Cusack, the Principal-in-Charge, will manage services and serve as the team's primary contact. His time will be effectively committed to the contract, supported by local staff for rapid responses and environmental professionals for quality review. Peter Cusack will monitor contract administration to meet some County and reporting needs.

Langan's project management systems support budget and schedule management. Budgets are prepared based on project needs, subconsultant fee estimates, and experience. Project

scope, schedules, and costs are tracked weekly to keep projects moving forward. Monthly invoices provide a summary of work and costs against budgets for effective financial management. The environmental team has considerable experience with demanding project timelines for investigations, developing schedules with the project team to make sure deadlines are realistic and effective. Leveraging combined geotechnical and environmental services, Langan promotes coordinated fieldwork, shared subsurface samples, and unified project management, which minimizes redundant mobilizations and optimizes drilling and sampling efforts, contributing to efficient schedule delivery.

Firm's Philosophy and Management Approach

Our mission is to contribute to client success by providing a strong combination of technical excellence, practical experience, and responsiveness. The team understands that successful projects recommend flexibility, rapid response, dedicated staff, and documented experience in as defined in scope work assignments. Langan promotes effective communication through various channels to keep projects moving forward. The team brings this approach to OUSD and has a documented track record of collaborating effectively with various cities and regulatory agencies.

Langan's project approach includes collaborative workflow, quality checks, schedule management, and communication. Some deliverables undergo internal peer review to make sure clarity and compliance with applicable selected standards. The team will align deliverables with milestones and respond soon to agency timelines and feedback. They provide clear documentation and proactive updates to some stakeholders, promoting transparency. The firm's multidisciplinary culture integrates services, helping staff become skilled project managers. This approach supports leading-edge, focused, streamlined investigations and risk-based remediation, aiming for cost-effective site closures and addressing potential soil and groundwater contamination.

Directly Relevant OUSD Experience

Our team brings direct, demonstrated experience working with the Oakland Unified School District. Langan has provided environmental and geotechnical engineering services for schoolyard improvements at over 21 OUSD sites, including soil characterization, sample collection, laboratory analysis, and recommendations based on analytical results. For the Living Schoolyards program at 14 OUSD sites, the team submitted 28 reports — 14 geotechnical and 14 environmental — on time and on budget, demonstrating the firm's capacity for multi-site program delivery within a public school context.



PETER CUSACK

Associate Principal Environmental Engineering

Education

- Bachelor of Technology, Civil Engineering
Rochester Institute of Technology

Professional Registration

- Registered Environmental Assessor
- 40-Hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- C4 HAZWOPER Supervisor
- First Aid and CPR
- Contractor State License #979216, Class A, HAZ

Affiliations

- National Ground Water Association, 1992–Present

Mr. Cusack has 38 years of experience managing and implementing hazardous waste characterization and remediation projects. His experience includes pre-acquisition site assessments, site investigations, removal of underground storage tanks, Phase II investigations, soil, soil vapor, and groundwater sampling and remediation, development of soil management plans, aquifer pumping tests, contractor oversight, and field inspection for numerous construction projects and preparation of site closure reports. His work is often done in coordination with our geotechnical practice. He has extensive experience in site investigations and regulatory agency interaction prior to, and during, new construction/development.

Selected Projects

- Oakland USD, Living Schoolyards (14 Sites), Oakland, CA
- Oakland USD, ESC (Seven Sites), Oakland, CA
- San Francisco USD, Mission Bay School, San Francisco, CA
- San Francisco USD, Tenderloin Elementary School, San Francisco, CA
- Children's Day School, San Francisco, CA
- National Center for International Schools, San Francisco, CA
- UCSF Mission Bay Campus, San Francisco, CA
- University of San Francisco, Malloy Hall, San Francisco, CA
- Campus Community Center, Building 21B, Mission Bay, San Francisco, CA
- Hastings College of Law Property, San Francisco, CA
- San Jose Evergreen Community College District, South Campus Development & Automotive Tech Building, San Jose, CA
- Brooklyn Basin Parcels A and F, MidPen Housing Corp, Oakland, CA
- Environmental Site Assessments, Various Sites, Bay Area, CA
- Over 175 Soil, Soil Vapor, Groundwater Investigations, Various Site, Bay Area, CA
- Santa Clara County Family Courthouse, San Jose, CA
- City of San Pablo, Phase I & II Environmental Site Assessments, San Pablo, CA
- Mission Bay Block 6 West | Mercy Housing, San Francisco, CA
- Brannan Square, 200 Brannan Street, San Francisco, CA
- 5M Development, San Francisco, CA
- Radiance at Mission Bay (Buildings 10 & 10A), San Francisco, CA
- Oceanwide Center, Office and Residential High-Rise, San Francisco, CA
- Transbay Block 6, Mixed-Use Residential/Retail High-Rise, San Francisco, CA
- Modera San Pedro Square, Infill Mixed-Use Development, San Jose, CA
- New Transbay Transit Center, San Francisco, CA



MUKTA PATIL

PE

Associate Environmental Engineering

Education

- M.S., Environmental Engineering, San Diego State University
- B.E., Chemical Engineering, Visvesvaraya Technological University India

Professional Registration

- Professional Engineer (PE) in CA

Affiliations

- International Technology & Regulatory Council (ITRC)
- American Water Works Association
- Indian Institute of Chemical Engineers

CERTIFICATIONS

- 8-hour Annual Refresher OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) (29 CFR 1910.120), February 2011 (renewed annually)
- 40-hour OSHA HAZWOPER
- (29 CFR 1910.120), June 2008
- Adult First Aid/CPR/AED

Ms. Patil has over 15 years of experience in environmental engineering. Her previous experience is in working and managing projects involving Phase I, Phase II Investigations, Soil and Groundwater Investigation, Vapor Intrusion Investigation and Mitigation, Pump and Treat, Bioremediation, Environmental Impact Studies, Soil Excavation, Property Overview Assessments, Transaction Screens and Project Management. She has demonstrated expertise in handling of environmental issues, waste disposal assessment, oil and chemical cleanup, vapor mitigation design and other remediation issues in a cost-effective manner. She also has research experience and is adept at laboratory techniques and analytical methods of analysis of most environmental pollutants.

Selected Projects

- Oakland USD, Living Schoolyards (14 Sites), Oakland, CA
- Oakland USD, ESC (Seven Sites), Oakland, CA
- San Francisco USD, Mission Bay School, San Francisco, CA
- Block 6E, Mission Bay (1300 Fourth Street), TNDC, San Francisco, CA
- Block 6W, Mission Bay, Mercy Housing, San Francisco, CA
- 2060 Folsom Street, Chinatown Community Development Center (CCDC) & Mission Economic Development Agency (MEDA), San Francisco, CA
- Soil and Soil Vapor Investigation for Life Sciences Building Construction, South San Francisco, CA
- Groundwater Monitoring & Sampling, Presidio of San Francisco, CA
- Site Characterizations, Bay Area, CA
- Phase I and II Environmental Site Assessments, Various Sites, CA
- Vapor Intrusion Assessments, Various Sites, CA
- Intuit Marine Way, Mountain View, CA
- Methane / Vapor Mitigation System Design, Various Sites, CA
- 1178 Sonora Court, MidPen Housing Corp, Sunnyvale, CA
- 707 Bradford Street, MidPen Housing Corp, San Mateo, CA
- Foundry31 / Marchant Corporation Site, Berkeley, CA
- Gateway of Pacific, South San Francisco, CA
- Former Industrial Site Closure, Oakland, CA
- Veterans Affairs, Palo Alto, CA
- Groundwater Monitoring & Sampling, Presidio of San Francisco, CA
- Human Health Risk Assessment (Superfund Site), Sunnyvale, CA
- Former Fairchild Site, 4001 Miranda Avenue, Palo Alto, CA
- Microsoft Campus Improvements, Mountain View, CA
- Texas Instruments, Santa Clara, CA



DANIEL L. WOOD

PG

Project Geologist Environmental Engineering & Project Management

Education

- M.S., Geology
Kent State University
- B.S., Geology
University of South Florida
- Associate of Arts
Seminole State College

Professional Registration

- Professional Geologist (PG)
in CA

Software Training

- Sigma Plot, Geochemist
Workbench, 3Ds Max,
AutoCad (Basic)

CERTIFICATIONS

- 40 Hour OSHA Hazardous
Waste Operations and
Emergency Response
(HAZWOPER) (29 CFR
1910.120)

Wood performs Phase I and Phase II site assessments and develops and implements site specific soil and groundwater management and remediation plans. Over the past seven years at Langan he has refined his knowledge of Bay Area geology, honed his field sampling skillsets, gained experience with construction oversight roles, and built his knowledge base of environmental regulation compliance and the development and implementation of remediation plans, and is beginning to sharpen his project management skill sets. He has experience with sampling of soil, air, and water; data and sample collection from both vapor mitigation and water treatment systems; vapor barrier repair inspection; and NPDES permit compliance and reporting. Specifically, Mr. Wood has been involved in long-term projects covering the characterization and safe excavation of naturally occurring asbestos in South San Francisco, operation and maintenance of vapor mitigation systems in South San Francisco and Santa Clara, data and sample collection and regulatory compliance for a water treatment systems in Mountain View and Berkeley. Additionally, Mr. Wood has experience in the site assessment and remediation of land and waters impacted by acid mine drainage and coal mining.

Selected Projects

- Oakland Unified School District (OUSD)
– Soil Sampling and Evaluation –
Living Schoolyards Planning Project,
Seven Schools Project, Joaquin Miller
Elementary Asbestos Dust Mitigation
Plan Project, Oakland, CA
- Woodside Priory School, Portola Valley,
CA
- Parcel A & F, Brooklyn Basin
Development, Oakland, CA
- 5M Project, Environmental Services, San
Francisco, CA
- 600 7th & Brannan, San Francisco, CA
- 6815 San Leandro – Contaminant soil
sampling and excavation oversight,
Oakland, CA
- Hunters Point Block 56 – Environmental
Site Characterization, San Francisco CA
- Pointe Grand – Soil and Groundwater
Mitigation Plan, South San Francisco
CA
- Intuit Bayshore Building –Long-Term
Verification Monitoring and Reporting,
Mountain View, CA
- City Place – Landfill Closed
Displacement Test Pile Groundwater
Monitoring, Condensate Trap Sampling,
Santa Clara, CA
- Gateway of Pacific Phases 1, 2, and
3 - Asbestos Dust Mitigation Plan
Implementation and Environmental
Oversight, South San Francisco, CA
- Block 16 UCSF Mission Bay, San
Francisco, CA
- Related Santa Clara (Phases 2, 3 & 4),
Santa Clara, CA

3. Project Experience



Oakland Unified School District 21+ Sites

Oakland, California

Langan is providing environmental and geotechnical engineering services for schoolyard improvements at 21 sites within the District. The schoolyard improvements will include outdoor classrooms, picnic areas, vegetated landscapes, pollinator gardens, nature-based play structures, raised beds for edible food gardens, sport courts, and stormwater management improvements. Our team assessed the potential of soil contamination resulting from past site activities and nearby off-site operations. Some of the schools include:

- Bella Vista Elementary School
- Brookfield Elementary School
- Dewey Academy
- Elmhurst Middle School
- Frick Middle School
- Horace Mann Elementary School
- Lockwood STEAM Academy
- Piedmont Avenue Elementary School
- West Oakland Middle School
- East Oakland Pride Elementary School

Contact: OUSD; Megan Allegretti, Director of Program Improvement; 415.830.2117; megan.allegretti@ousd.org
Brailsford & Dunlavey, Inc.; Kyle Brower, Senior Project Manager; 510.459.1809; kbrower@bdconnect.com

Langan Personnel: Peter Cusack, Mukta Patil, Daniel Wood
Construction Cost: \$1,500,000 per site



Children's Day School

San Francisco, California

Children's Day School preschool at 333 Dolores Street in San Francisco constructed a new 8,500 SF single-story building next to the school's existing three-story building. The new building replaced three temporary portable classrooms and houses new classrooms and administration space. The project also included a 1,300 SF storm water infiltration area with permeable surfaces, greenery, and softscape as well as improvements to the schoolyard. Langan conducted a Phase I Environmental Site Assessment (ESA) and a limited Environmental Site Characterization (ESC) to evaluate the environmental quality of the soil and soil vapor beneath the site in accordance with the requirements of Article 22A, and characterize the soil for the potential presence of hazardous materials such as metals, volatile organic compounds (VOCs), and petroleum hydrocarbons.

Contact: Children's Day School; Shelly Luke Wille, Head of School; 415.861.5432; shelly@cds-sf.org

Langan Personnel: Peter Cusack

Construction Cost: \$7,500,000



San Francisco Unified School District 60+ Sites

San Francisco, California

Langan performed the geotechnical investigation, seismic study, and geologic hazard evaluation on an as-needed basis for improvements at over 60 schools of the San Francisco Unified School District. The improvements included new elevators and lobby areas, classroom additions, ramps, retaining walls, modular classrooms, and pavement areas. We also provided services during construction for the improvements. Some of the schools include:

- Abraham Lincoln High School
- Buena Vista Elementary School
- Clarendon Elementary School
- Daniel Webster Elementary School
- El Dorado Elementary School
- Francisco Middle School
- Galileo High School
- Hoover Middle School
- Jean Parker Elementary School
- Lowell High School
- Malcolm Elementary School
- Paul Revere Elementary School
- Raoul Wallenberg High School
- San Miguel Elementary School
- Thurgood Marshall High School
- William De Avila Elementary School

Contact: SFUSD; Waziuddin Chowdhury, LEED AP, Director of Facilities; 415.241.6152 ext. 1529; ChowdhuryW@sfusd.edu

Langan Personnel: Peter Cusack

Construction Cost: \$5,000,000 to \$40,000,000



San Francisco Unified School District Mission Bay School

San Francisco, California

Mission Bay School will be SFUSD's first new school in over a decade. The project includes a 100,000 GSF, two- to four-story school on a 2.5-acre urban site, with a landscaped schoolyard. The campus will serve over 500 PK–5 students. Our geotechnical team evaluated site hazards and subsurface conditions, developed site-specific seismic response spectra, and addressed challenges related to liquefiable fill and compressible Bay Mud. Reports were submitted to DSA and CGS for approval, and we will observe geotechnical aspects of construction, including surcharge, ground improvement, and foundation installation. Our environmental team is supporting remediation by overseeing soil removal and dust monitoring in compliance with the DTSC-approved RAP, developing a HASP, and designing and overseeing installation and post-construction monitoring of the vapor intrusion mitigation system.

Contact: DLR Group; Bolivar Puyol, Project Architect; 415.777.4770; bpuyol@dlrgroup.com

Langan Personnel: Peter Cusack, Mukta Patil, Daniel Wood

Construction Cost: \$95,000,000

Litigation History

Langan is a large firm and is involved in over 5,000 projects around the world per year. Many of these projects are large and complex and typically generate a variety of claims and disputes, some of which evolve into formal legal proceedings. These proceedings typically name all design consultants, including Langan, regardless of scope and responsibility. In a majority of these proceedings, Langan has been named as a defendant despite our belief that the firm has no liability. Although various legal proceedings are currently pending against Langan alleging breach of contract or negligence in connection with the performance of professional services, Langan's management does not believe that any of these proceedings will have a material adverse effect on the operations of the Company. Additional details are available upon request.

75

Appendix: Fees and Insurance

Appendix A: Professional Fees

Langan's fee schedule, presented below, covers hourly billing rates for the consultant and all sub-consultants, along with a task-by-task cost breakdown for the Environmental Site Assessment Consulting Services for Soil Characterization Investigations at Various School Sites (Project #25120) for the Oakland Unified School District. These rates apply for the duration of the Master Agreement, running through 30 June 2028, with options for three one-year extensions.

The approved billing rates shown in the following table apply for some services rendered and remain in effect throughout the term of the contract for both Langan and some levels of sub-consultants.

Langan — Consultant Hourly Billing Rates

Staff Classification	Representative Staff	Hourly Rate (USD)
Associate Principal	Peter J. Cusack	350
Senior Associate / Associate Engineer	Mukta Patil, PE	300
Project Geologist / Project Engineer	Daniel Wood, PG	200
Senior Staff Scientist / Senior Staff Engineer	[To Be Assigned]	180
Staff Scientist / Staff Engineer	[To Be Assigned]	165
Field Technician	[To Be Assigned]	155

Note: Specific hourly rates are submitted separately in accordance with the District's requirements. The District retains the right to negotiate different rates prior to execution of the agreement.

Task-by-Task Estimated Cost Breakdown (based on experience on similar projects)

Task	Description	Weekday Estimated Cost (USD)	Weekend Estimated Cost (USD)	Contingency (USD)
Investigation Preparation	Mark site for Underground Service Alert (USA), health and safety plan (HASP) preparation, Alameda County Public Works Agency permitting (if needed)	\$1,200	\$1,200 (Langan provided services do not incur weekend fees)	\$120
Utility Locating	Contract Private Utility Contractor	\$1,320	\$2,640	\$132 / \$264

Field Exploration – 1 Day of Hand Auger Soil Sampling One mobilization for five, 5-foot deep soil borings	Soil borings, Volatile Organic Compound (VOC) monitoring, GPS recording, visual logging, sample collection and transport	\$3,400	\$3,400	\$340
Concrete/Asphalt Coring (One location; One mobilization)	Boring locations within asphalt or concrete cored by a private contractor.	\$1000 (\$200 per additional location)	\$1,400 (\$400 per additional location)	\$100 / \$140
Field Exploration – 1 Day of Direct Push Drilling Services One mobilization for five, 10-foot deep soil borings Project Labor Agreement (PLA) compliant subcontractor with a direct push drill rig.	Soil borings (concrete coring not needed), Volatile Organic Compound (VOC) monitoring, GPS recording, visual logging, sample collection and transport	\$11,000	\$13,000	\$1,100 / \$1,350
Task 4 — Soil Laboratory Analysis (Per Sample; Full suite of analyses for soil disposal profile)	CAM 17 Metals, Total Petroleum Hydrocarbons (TPH) as gasoline (g), diesel (d), and motor oil (mo), VOCs, Semi-Volatile Organic Compounds (SVOCs), (Polychlorinated Biphenyls) PCBs, organochlorine pesticides (OCPs), asbestos, leachability testing (STLC/TCLP); standard turnaround.	\$1,400	Not Applicable	\$140
Task 5 — Groundwater Testing (Per Sample)	Groundwater sampling and analysis — TPHg, TPHd, TPHmo, VOCs, SVOCs, CAM 17 Metals; standard turnaround.	\$850	Not Applicable	\$85

Investigation Report (5-10 soil borings, 10-20 soil samples) (All results will be compared to	Preparation and submission of letter or reports with results evaluation, recommendations, including figures, data tables, laboratory analytical reports; one hard copy and PDF versions on flash drives	\$3,500		\$350
Soil Management Plan (SMP)	The SMP will incorporate existing subsurface data and outline soil handling and disposal measures to protect workers, the public, and the environment during excavation and grading.	\$4,000	\$4,000	\$400
Soil Management Plan Construction Observation	Observation and documentation of SMP implementation during construction	\$1,375 (per half day)	\$1,375 (per half day)	\$138
Soil Management Plan Completion Report	The SMP Completion Report will document excavation activities and confirm that soil handling and disposal were conducted in accordance with the approved SMP and applicable requirements.	\$5,000	\$5,000	\$500
Dust Monitoring Control Plan (DMCP)	The DMCP will outline dust control and monitoring measures to minimize off-site migration during construction and meet agency requirements and will be submitted for regulatory review and public comment.	\$3,500	\$3,500	\$350
Dust Monitoring	Assumes two dust monitoring stations, and AC	\$6,625	\$1,500	\$663 / \$150

	power provided by client.	(Per week)	(per day)	
Alameda County Public Works Agency Soil Boring Permit	Permit preparation and submission.	\$750 (plus \$95 for each boring over 4)	\$750 (plus \$95 for each boring over 4)	N/A
Client Consultation Meetings and Regulatory Support (Per hour) *Does not include regulatory agency fees*	Consultation on Regulatory Requirements including but not limited to DTSC Voluntary Site Mitigation Program Support	\$500 (per hour)	\$500	N/A

Services are proposed on a time-and-materials basis, invoiced monthly in accordance with hours worked and the hourly rates listed above. Langan will not bill for services beyond the not-to-exceed amount for each task without prior written authorization from the District.

Fee Schedule Applicable Period: July 2026 through June 2028 (Base Term), with rates subject to discussion for subsequent one-year extension periods.

Example Project 1

As an example, we have included a breakdown of fees for a standard soil characterization. The investigation scope consists of five soil borings drilled to a depth of five-feet below the ground surface (bgs) and the collection of soil samples at 1-foot and 5-foot bgs. A total of 10 soil samples will be submitted to a State of California certified analytical laboratory to be analyzed for TPH (g,d,mo), VOCs, SVOCs, PCBs, OCPs, CAM 17 Metals, asbestos, and percent moisture. Three of the soil borings are located within grassy landscaping and two are located within asphalt. No permits will be required from the Alameda County Public Works Agency (ACPWA) since the borings are only to five-foot bgs.

Services	Weekday Rate	Weekend Rate
Soil Hand Augering (1-day)	\$3,400	\$3,400
Field Preparation (USA Marking, HASP)	\$1,200	\$1,200
Utility Locating (Five locations)	\$1,320	\$2,640
Concrete/Asphalt Coring (Two locations)	\$1,000	\$1,800
Laboratory Analysis (10 soil samples)	\$14,000	\$14,000
Soil Investigation Report	\$3,500	\$3,500
Soil Cuttings Drum Testing and Disposal	\$2,500	2,500

Permit Prep & Fees	N/A	N/A
Total	\$26,920	\$31,540
(10% contingency)	(\$2,692)	(2,904)

Example Project 2

The investigation scope consists of 10 soil borings drilled to a depth of 10-feet below the ground surface (bgs) and the collection of soil samples at 1-foot, 5-feet, and 10-feet bgs. A total of 10 soil samples will be submitted to a State of California certified analytical laboratory to be analyzed for TPH (g,d,mo), VOCs, SVOCs, PCBs, OCPs, CAM 17 Metals, asbestos, and percent moisture. Drilling to be performed by a Project Labor Agreement (PLA) compliant subcontractor with a direct push drill rig. The soil boring locations will be spread across landscaping and asphalt surfaces. Boring permits will be obtained from ACPWA prior to drilling.

Services	Weekday Rate	Weekend Rate
Direct Push Drilling Services (1-day)	\$11,000	\$13,500
Field Preparation (USA Marking, HASP)	\$1,200	\$1,200
Utility Locating (10 locations)	\$2,000	\$4,000
Concrete/Asphalt Coring	N/A	N/A
Laboratory Analysis (30 soil samples)	\$42,000	\$42,000
Soil Investigation Report	\$3,500	\$3,500
Soil Cuttings Drum Testing and Disposal	\$2,500	2,500
Permit Prep & Fees (10 locations)	\$1,320	\$1,320
Total	\$60,020	\$64,520
(10% contingency)	(\$6,002)	(\$6,452)

EXHIBIT "C"

LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Firm or Team: Langan CA, Inc.

Our Firm or Team affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our Statement of Qualifications is a detailed narrative and strategy describing how the Firm or Team intends to meet or exceed the District's LBU requirements.

The narrative shall describe previously implemented methods used for successful local business utilization and shall be inclusive of at least three (3) project relevant California K-12 examples.

The narrative includes our LBU strategy, but not limited, to the following:

- **Category 1:** An outline of small and local firms (by professional service discipline) with planned partnership/JV Partnership
- **Category 2:** Other identified opportunities for local and small local utilization; Expressed Plan/Strategies to Increase LBP
- **Category 3:** Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- **Category 4:** Relevant California K-12 project examples
- **Category 5:** Previously implemented methods used for successful Local Business Utilization

We understand that the submitted narrative and strategy will be scored and awarded up to 5 additional points by the District's LBU Consultant for incorporation into the SOQ evaluations.

Minimum Local Business Participation per District Policy can be found in the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

Signature: 

Date: 04 / 27 / **2026**

Appendix – Local Business Utilization

Partnering with Subconsultants and SLEB

Langan frequently utilizes local drillers and laboratories for geotechnical projects throughout Alameda County. However, after reviewing the list of certified SLEBs, we were unable to identify entities that can provide the requested services. That being said, we will encourage our subconsultants to pursue SLEB status to satisfy OUSD LBU's requirements.



The Langan team has shown themselves to be highly responsive, diligent and well-prepared for their assigned tasks. Their outstanding client service, coupled with their advanced technical knowledge, have proven time and again the importance of hiring a firm that will deliver reliable services and ultimately result in cost efficiency. When facing projects with tight deadlines and complex soil conditions, we know we can count on Langan to provide the high level of service needed for our public projects.

– Andrea Dawson, Project Manager, San Francisco Unified School District

Environmental

Technical and Regulatory Knowledge

Langan works with project teams to provide leading-edge, focused, streamlined investigations and risk-based remediation. We excel in promoting and gaining regulatory acceptance of risk based strategies to obtain cost effective site closures. Langan possesses expertise in a wide variety of projects including state Voluntary Programs, Brownfields, RCRA, State and Federal Superfund, Manufactured Gas Plants (MGP) and Storage Tank programs.

Langan Environmental Services:

- Risk-Based Corrective Action
- Brownfields
- Storage Tank Management
- Due Diligence Support
- Environmental Assessments
- Site Characterization
- Permitting/Regulatory Approvals
- Remediation Design/Oversight
- Water Resources/Supply
- Hydrological Investigations
- Wastewater and Stormwater Permitting
- Air Modeling
- GIS/Database Management
- Environmental Impact Statements (EIS)
- Manufactured Gas Plant Remediation
- Asbestos/Lead-Based Paint Abatement
- Management of PCB-Containing Materials
- Indoor Air Quality/Mold
- Demolition
- Waste Management
- Compliance Auditing
- Ecological Risk Assessment
- Human Health Risk Assessment
- Site Feasibility Studies
- Remediation by Natural Attenuation
- Expert Witness
- Exposure Assessments
- Free Product Volume and Mobility Modeling



Langan CA, Inc.

Oakland, California

1330 Broadway, Suite 428

Oakland, CA 94612

510.874.7000

510.874.7001 fax

www.langan.com

LANGAN

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 _____ *[insert "owner" or officer title]* of _____
[insert name of business entity], have read the foregoing and agree that _____
_____ *[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: _____

Name: _____

Signature: _____

Title: _____

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: _____
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, 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: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Environmental Site Assessment Consulting Services at Various School Sites	Site	918
---------------------	---	-------------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	Langan CA, Inc.	Agency's Contact	Mukta Patil
OUSD Vendor ID #	009210	Title	Project Manager
Street Address	1814 Franklin Street, Suite 505	City	Oakland
Telephone	408-283-3635	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94612
OUSD Project #	25120	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-25-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$0
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

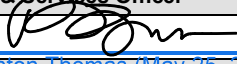
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
TBD	01 ESSER; 14 Deferred Maintenance 21 Building Fund 25 Capital Facilities 35 County Schools Facilities 40 Special Reserve for Capital Outlay Projects	TBD	6265	\$0

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 Planning & Management				
	Signature	<i>Pranita Ranbhise</i>		Date Approved	05/25/2026
2.	OUSD Counsel, Facilities				
	Signature	<i>James Traber</i>		Date Approved	5/25/2026

	Chief Systems & Services Officer		
3.	Signature 	Date Approved	05/25/2026
	Preston Thomas (May 25, 2026 17:46:04 PDT)		
	Chief Financial Officer		
4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	