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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management
Board Meeting Date February 22, 2023
Subject General Services Agreement – Farallon Consulting, L.L.C.– Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the **District and Farallon Consulting, L.L.C.**, Oakland, California, for the latter to provide environmental site assessment services to conduct Phase I ESAs of the Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus, these Phase I ESAs are being prepared for the District Phase I ESAs activities, and report as well as recommendations for a Phase II ESA based on the conclusions from Phase I ESA, for the **Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization Project**, in the total not-to-exceed of **\$13,754.00** which includes a not-to-exceed amount of **\$1,250.00** for additional services, as the selected consultant, with the work scheduled to commence on **February 23, 2023** and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

Discussion Consultants is providing environmental services at the Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization Project, and 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) waived

Recommendation Approval by the Board of Education of General Services Agreement by and between the **District and Farallon Consulting, L.L.C.**, Oakland, California, for the latter to provide environmental site assessment services to conduct Phase I ESAs of the Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus, these Phase I ESAs are being prepared for the District Phase I ESAs activities, and report as well as recommendations for a Phase II ESA based on the conclusions from Phase I ESA, for the **Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization Project**, in the total not-to-exceed of **\$13,754.00** which includes a not-to-exceed amount of **\$1,250.00** for additional services, as the selected consultant, with the work scheduled to commence on **February 23, 2023** and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Contract 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. 22-2843

Department: Facilities Planning and Management

Vendor Name: Farallon Consulting, L.L.C.

Project Name Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization Project Project No.: 22126

Contract Term: Intended Start: 2-23-2023 Intended End: 6-30 2023

Total Cost Over Contract Term: \$13,754.00

Approved by: Tadashi Nakadegawa

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?

Farallon Consulting, L.L.C. was chosen directly based on scores through an RFP process.

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

Farallon Consulting, L.L.C., for the latter to provide environmental site assessment services to conduct Phase I ESAs of the Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus, these Phase I ESAs are being prepared for the District Phase I ESAs activities, and report as well as recommendations for a Phase II ESA based on the conclusions from Phase I ESA, for the Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization.

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?

The RFP process includes review/scoring of proposals submitted. The District received proposals and determined that Farallon Consulting, L.L. C’s price was fair and reasonable compared to the prices submitted by the other responding firms.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- 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 is providing environmental services for the Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization Project for the District.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **February 23, 2023** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Farallon Consulting, L.L.C.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization Project (“Project”): To provide environmental site assessment services to conduct Phase I ESAs of the Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus, these Phase I ESAs are being prepared for the District Phase I ESAs activities, and report as well as recommendations for a Phase II ESA based on the conclusions from Phase I ESA. The Basic Services include all work described in the August 31, 2022, proposal, which is attached to this Agreement as *Exhibit A*. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and 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 for performance of the Services shall begin on **February 23, 2023**, and shall end on **June 30, 2023** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, 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, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **THIRTEEN THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS NO/100**

(\$13,754.00), which consists of a not-to-exceed amount of **TWELVE THOUSAND FIVE HUNDRED FOUR DOLLARS NO/100 (\$12,504.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **ONE THOUSAND TWO HUNDRED FIFTY DOLLARS NO/100 (\$1,250.00)** for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses. Contractor shall not submit its invoices to District more frequently than monthly.

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.

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 Paragraph 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 One Million \$1,000,000 each occurrence and Two Million \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than One Million \$1,000,000 each occurrence and Two Million \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. 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.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. 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. 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. 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. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

- A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.
- B. The following Contractor and Contractor Parties shall have **more than limited contact**

(as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

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

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

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

13. **Confidential Information.** 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 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, confidentiality of records, Education Code section 49406 and others. 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 any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

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 District 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 the District from any or further exercise of any right or remedy.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **Local Business.** Contractor shall comply with the requirements of the District’s Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at “Bids and Requests for Proposals.”

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:


- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.


Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.


32. **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.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT


 2/23/2023
 Mike Hutchinson, President Date
 Board of Education

 2/23/2023
 Kyla Johnson-Trammell, Superintendent Date
 and Secretary, Board of Education

 1/27/2023
 Tadashi Nakadegawa, Deputy Chief, Date
 Facilities Planning and Management

CONTRACTOR:

FARALLON, CONSULTING, L.L.C.

By: 
 Name: James Schwartz
 Title: Principal Geologist
 Date: January 20, 2023

Address for District Notices:

955 High Street
Oakland, CA 94601

Address for Contractor Notices:

330 Franklin Street, Suite 200
Oakland, CA 94607

Approved As To Form:



OUSD Facilities Legal Counsel

1/25/23

Date

Address for District Notices:

955 High Street
Oakland, CA 94601

Address for Contractor Notices:

330 Franklin Street, Suite 200
Oakland, CA 94607

Approved As To Form:



OUSD Facilities Legal Counsel

1/25/23

Date

Exhibit A

Scope of Basic Services



Washington
Issaquah | Bellingham | Seattle
Oregon
Portland | Baker City
California
Oakland | Irvine

August 31, 2022

Tadashi Nakadegawa, Deputy Chief
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

**RE: LETTER OF INTEREST
REQUEST FOR QUALIFICATIONS AND PROPOSALS
ENVIRONMENTAL SITE ASSESSMENT CONSULTING SERVICES
FOR MELROSE LEADERSHIP ACADEMY AT MAXWELL PARK CAMPUS AND
MELROSE LEADERSHIP ACADEMY AT SHERMAN CAMPUS
AND VARIOUS SCHOOL SITES
ISSUED DATE: AUGUST 10, 2022**

Dear Tadashi Nakadegawa:

Farallon Consulting, L.L.C. (Farallon) is pleased to submit this proposal to the Oakland Unified School District (District) for the Phase I Environmental Site Assessment (ESA) consulting services associated with the feasibility study for the Melrose Leadership Academy at Maxwell Park Campus and the Melrose Leadership Academy at Sherman Campus (Project) and for overall consideration in the District's pre-qualified pool of ESA consultants for future school projects. Farallon is a small, Washington-headquartered, 100 percent employee-owned engineering and consulting firm with an Oakland office located near Jack London Square. Since 1998, Farallon has been providing world-class environmental and engineering consulting services to public and private agencies and businesses across the West Coast.

For the Project, Farallon has identified key individuals and subcontractors who currently work as a team on similar projects. The proposed team has over 25 years of experience managing ESAs and subsequent environmental investigation and remediation work under regulatory oversight. Farallon's responsive approach to ESA projects is grounded in strong project management throughout the duration of the project to ensure that quality work products are delivered, and budgets and timelines are met. Our decades of site assessment experience, partnered with comprehensive knowledge of the landscape and regulatory framework in the San Francisco Bay area, makes us the District's ideal partner in working toward your strategic goals through this and future projects.

Farallon received a copy of the District's Agreement attached as EXHIBIT A to the request for qualifications and proposals (RFQ/P). Farallon has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Farallon has no objections to the use of the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. 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/all contract(s) without immediate divulgence of this fact to the District.





The Farallon team looks forward to partnering with the District as a valued team member to support forthcoming environmental projects. We appreciate the District's time and effort in reviewing this submittal.

Sincerely,

Peter Sims, P.G.
Associate Geologist
(949) 338-8317
psims@farallonconsulting.com

James Schwartz, P.G.
Principal Geologist
(408) 204-8551
jschwartz@farallonconsulting.com

Farallon Consulting, L.L.C.
330 Franklin Street, Suite 200
Oakland, California 94607
Phone: (510) 879-6800
Fax: (425) 295-0850

Additional information is available on our website at www.farallonconsulting.com.

SUBMITTAL AUTHORIZATION STATEMENT

James Schwartz, the District Project Manager, is authorized on behalf of Farallon Consulting, L.L.C. to submit this proposal to the Oakland Unified School District.

August 31, 2022

Signature

Date





WORK ALLOCATION APPROACH

Work will be allocated between Farallon and EDR, initially, for the completion of the Phase I ESAs. Work will be allocated between VTS Drilling and Enthalpy, if needed, should the project progress to subsurface investigation. All drilling work will be conducted by VTS Drilling, unless VTS Drilling does not have the appropriate equipment to complete a drilling task. All samples of soil, soil vapor, sediment, groundwater, air, and other media will be submitted to Enthalpy for processing, unless Enthalpy is unable to conduct a specifically required analytical method. Farallon also may engage other subconsultants on an as-needed basis with the support of the District if their addition to the team's efforts will result in more effective and efficient outcomes for the project.

4. SCOPE OF WORK

Farallon has reviewed the request for qualifications and proposals (RFQ/P) provided by the District in detail and is pleased to present the following Scope of Work.

Phase I Environmental Site Assessments at Two Subject Properties

Based on the details of the RFQ/P provided by the District, Farallon proposes to conduct Phase I ESAs of the Melrose Leadership Academy at Maxwell Park Campus and the Melrose Leadership Academy at Sherman Campus ("Project") in California (herein referred to as the Subject Properties and described below). Farallon understands that these Phase I ESAs are being prepared for the District ("User" of these Phase I ESAs). This proposal presents a brief description of Farallon's understanding of the Subject Properties based on information provided at the time of this proposal, a discussion of the scope of work, and the cost estimate to conduct the work.

Based on information provided by the District, the Subject Properties include:

Subject Property Name	Address	County Parcel Number	Development(s)
Melrose Leadership Academy at Maxwell Park Campus	4730 Fleming Avenue Oakland, California 94619	36-2442-7	Main building: <ul style="list-style-type: none">• Two stories, partial basement• Total: 34,241 square feet• Footprint: approx. 19,700 square feet• Subject Property use: school
Melrose Leadership Academy at Sherman Campus	5328 Brann Street Oakland, California 94619	36-2497-40-0	Main building: <ul style="list-style-type: none">• One story• Footprint: approx. 16,325 square feet Second building: <ul style="list-style-type: none">• One story• Footprint: approx. 4,610 square feet• Subject Property use: school

Farallon understands that the Subject Properties are being considered for modernization and/or new construction. Farallon was not provided with previous environmental investigations completed for the Subject Properties. For the purposes of this proposal, Google Earth historical aerial photographs for the Subject Properties were reviewed. The buildings noted in the table above have been present at the Subject Properties





since at least 1993. The historical use of the Subject Properties prior to construction of the current Subject Property buildings is not known to Farallon.

Purpose and Objective

The purpose of the Phase I ESA is to identify recognized environmental conditions to the extent feasible, pursuant to the processes outlined in ASTM International Standard E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-13), and to evaluate other environmental issues in connection with the Subject Properties. ASTM E1527-13 is intended to permit a user to satisfy one of the requirements to qualify for protection from potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act as the innocent landowner, contiguous property owner, or bona fide prospective purchaser. ASTM E1527-13 constitutes “all appropriate inquiry” into the previous ownership, uses, and environmental conditions of a property consistent with good commercial or customary practice, as defined in Section 9601(35)(B) of Title 42 of the U.S. Code. In addition, all new construction or addition projects at schools receiving California state funding are required to conduct a Phase I ESA by California Education Code [§ 17213.1, subsection \(a\)](#).

The objectives of the Phase I ESAs are to conduct an appropriate inquiry into past and present ownership and uses of the Subject Properties, consistent with good commercial and/or customary practice; and to support the District in its modernization and/or new construction at one or both of the Subject Properties. The results from the Phase I ESAs will be used to evaluate whether any further investigation is warranted. The reports that Farallon will prepare documenting the Phase I ESA work and results can be used as a risk management tool to fulfill all-appropriate-inquiry requirements and the Comprehensive Environmental Response, Compensation, and Liability Act liability defense.

Scope of Work

The scope of work for environmental due diligence services will be conducted under the following tasks:

- Task 1: Project Management and Communications; and
- Task 2 and 3: Phase I ESAs.

A description of work under each task is provided below.

Task 1: Project Management and Communications

Task 1 includes project management duties such as budgeting, scoping, allocating personnel resources, meetings, calls, subcontracting, progress reporting, communications with District and legal counsel, document management, invoicing, and other administrative tasks.

Tasks 2 and 3: Phase I ESAs

Farallon will conduct the Phase I ESAs in accordance with ASTM E1527-13. The scope of work for the Phase I ESA for each Subject Property will be conducted under individual tasks that will include the following scope described in further detail below.

Records Review

Farallon will obtain and review the following standard environmental record source lists:





Federal and State

**Approximate Search Distance
(Miles from the Subject Property)**

• National Priority List (NPL)	1.0
• Resource Conservation and Recovery Act (RCRA) Corrective Action Treatment, Storage, and Disposal (TSD)	1.0
• State-Equivalent NPL/Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)	0.5
• SPILLS	Subject Property
• Non-RCRA Corrective Action Report	0.5
• National CERCLIS/No Further Remedial Action Planned	0.5
• RCRA-Permitted TSD	0.5
• Leaking Underground Storage Tanks	0.5
• Landfills	0.5
• Institutional Controls/Engineering Controls	0.5
• Tribal Lands	0.5
• Voluntary Cleanup Program	0.5
• Brownfields	0.5
• Registered Underground Storage Tanks	Subject Property and adjoining properties
• RCRA Generators: Small Quantity Generators and Large Quantity Generators	Subject Property and adjoining properties
• Federal Emergency Response Notification System	Subject Property

The Subject Properties are not listed on the California State Water Resources Control Board Geotracker online database or the California Department of Toxic Substances Control Envirostor online database. Farallon is unable to determine at the time of this proposal whether a regulatory file review is needed for the Subject Properties and/or adjoining properties. If the Subject Properties and/or adjoining properties are listed on regulatory databases reviewed, regulatory files will be reviewed within the time and cost constraints of the Phase I ESAs.

Local

Information obtained from the above federal and state sources will be enhanced and supplemented by a review of pertinent information from local sources, which may include:

- The fire department;
- The health department;
- The regional pollution control agency(ies); and/or
- Utility companies (for records relating to polychlorinated biphenyls [PCBs]).





Physical Setting Evaluation

A current U.S. Geological Survey (USGS) 7.5-minute topographic map will be reviewed in evaluating the physical setting of the Subject Properties. The physical setting will be evaluated further through use of the following additional sources:

- USGS or state geological survey groundwater maps;
- USGS or state geological survey bedrock geology maps;
- State geological survey surficial geology maps; and/or
- Soil Conservation Service soil maps.

Historical Use Information

Previous occupancy and/or uses of the Subject Properties will be evaluated from 1940 to the present (and prior to 1940 if readily available) by reviewing one or more of the following standard historical information sources:

- Aerial photographs
- Building department records
- City directories
- Fire insurance maps
- Property tax files
- Recorded land title records
- Zoning land use records
- Environmental Lien Search

The actual records or sources reviewed may vary, depending on whether they are reasonably ascertainable, practically reviewable, useful, and/or within imposed cost and/or time constraints. If information sources do not identify uses back to 1940, uses back to the earliest date of identified development will be evaluated.

Site Reconnaissance

A site reconnaissance will be conducted by an environmental professional as defined by ASTM E1527-13 at each of the Subject Properties to obtain information pertaining to the likelihood of existing recognized environmental conditions associated with each Subject Property. Each site reconnaissance will consist of systematically traversing each Subject Property to provide an overlapping field of view. Conditions such as heavy vegetation or property sizes that limit visibility or access will be noted in the Phase I ESA Reports that Farallon will prepare. In general, if visibility or access limitations are encountered, the site reconnaissance will be restricted to the perimeters of the Subject Properties, and to areas such as paths and roadways that are readily accessible for Subject Property observations. Farallon is not responsible for removing physical obstructions encountered during each site reconnaissance.

Property improvements such as structures or buildings, including outbuildings, will be entered for reconnaissance purposes, unless access is limited or safety concerns preclude entry. The site reconnaissance will not include hidden areas of the Subject Properties that would require destructive access, such as spaces under floors, above ceilings, or behind walls. The site reconnaissance will not include accessing the roof tops of structures unless a Subject Property representative has confirmed the storage and use of hazardous substances and/or petroleum products in these areas. Farallon will observe roof tops only if stairs (not ladders) provide access to these areas. Arranging for access to the Subject Properties (such as notifying tenants) is the responsibility of the District, and should be completed prior to the commencement of the site reconnaissance.

Where appropriate, observations and notes concerning the following areas will be made during the site reconnaissance:

- The Subject Property setting and current and past uses;





- Improvements (e.g., structures, roads, utilities);
- Topographic, geologic, hydrogeologic, and hydrologic conditions;
- Odors (e.g., strong, pungent, noxious);
- Drains and sumps;
- Stains and corrosion;
- Storage tanks, vents, fill pipes, and access ways;
- Drums and other containers of hazardous substances, petroleum products, and unknown substances;
- Hazardous materials and petroleum products;
- Hazardous waste;
- Potentially PCB-containing equipment;
- Pits, ponds, and lagoons;
- Stressed vegetation; and
- Solid waste, wastewater, water wells, and septic systems.

Visual observations of current Subject Property uses and environmental conditions at each Subject Property will be made where apparent. Where possible, photographs will be taken to document observations. Adjoining properties will be observed from the Subject Properties and public rights-of-way, but will not be traversed.

District Responsibilities

Farallon understands that the District (User) is seeking to follow the standards set forth in ASTM E1527-13 to complete environmental assessments of the Subject Properties. To fulfill ASTM E1527-13 requirements, the User has specific responsibilities to help identify the possibility of recognized environmental conditions in connection with the Subject Properties. These responsibilities do not require the technical expertise of an environmental professional, and will not be performed by the environmental professional(s) who completes the Phase I ESAs at the Subject Properties. To facilitate fulfillment of ASTM E1527-13 requirements, Farallon will provide the District with a *Phase I Environmental Site Assessment User Questionnaire* to be completed and returned to Farallon before the Phase I ESAs commence.

The District should provide the following documents to Farallon, if available for each Subject Property:

- As-built drawings, Subject Property utility plans, title reports, and/or property boundary surveys;
- Previous environmental reports completed for each Subject Property, including environmental site assessment reports, environmental compliance audit reports, geotechnical studies, and/or risk assessments;
- Environmental permits, including solid waste disposal permits, hazardous waste disposal permits, wastewater permits, National Pollutant Discharge Elimination System permits, and/or underground injection permits;
- Safety data sheets; community right-to-know plan; safety plans; preparedness and prevention plans; spill prevention, countermeasure, and control plans; facility response plans, etc.; hazardous waste generator notices or reports; and/or
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to each Subject Property and/or relating to environmental liens encumbering each Subject Property.





Review of documents that are provided 10 or more business days after project authorization and/or at any time after Farallon submits the draft Phase I Report for each Subject Property to the District may result in additional time and materials costs in excess of the proposed costs.

Interviews

Interviews with the following individuals may be conducted by telephone, in writing, or in person to obtain information pertaining to recognized environmental conditions associated with the Subject Properties and adjoining properties:

- Subject Property manager and/or property owner;
- Occupants and/or tenants; and/or
- Local government officials.

Phase I Environmental Site Assessment Report

A report will be prepared for each Subject Property, including an executive summary, conclusions and recommendations regarding potential recognized environmental conditions, figures, and appendices with supporting documentation. Reports will be prepared and signed by environmental professionals as defined by ASTM E1527-13. If needed, recommendations for further investigation in the form of a Phase II ESA will be provided. Farallon will advise the District on the need for, procedures, and requirements of obtaining regulatory oversight from the California Department of Toxic Substances Control based on the findings of the Phase I ESA. The Phase I ESA report deliverables will consist of five hard copies and one electronic PDF format copy for each Subject Property.

5. PROFESSIONAL FEES AND SCHEDULE

Based on the proposed scope of work described above, the estimated cost to complete the scope of work is \$12,504. A 10 percent contingency fee of \$1,250 is included to cover potential additional services and is subject to District approval. The total not-to-exceed fee for the project is \$13,754. The costs for each task are summarized in the cost estimate table provided in Appendix C.

These costs are based on the understanding that Farallon's access to the Subject Properties and documents for the Subject Properties is not limited, and that Subject Property personnel are able to provide detailed and accurate information regarding Subject Property activities in a timely manner. Farallon will conduct one site reconnaissance of each Subject Property as part of the Phase I ESAs.

If deemed necessary, Farallon will request and review regulatory files for the Subject Properties and/or properties in the vicinities of the Subject Properties within the time and cost constraints of the Phase I ESAs. As defined in ASTM E1527-13, if the Environmental Professional determines that review of regulatory files is necessary to satisfy the requirements of ASTM E1527-13, and the District elects not to have the review conducted, the insufficient regulatory information will be identified in the Phase I ESA Report as a data gap.

Farallon will initiate the proposed scope of work immediately upon receiving written authorization to proceed. Farallon will provide electronic copies of the Phase I ESA Reports within approximately 20 business days of receiving written authorization to proceed, barring delays due to circumstances beyond Farallon's reasonable control.

The Phase I ESA Reports will be prepared for the sole use of the District. Please be advised that Farallon limits third parties' right to rely on the reports. Farallon may issue a letter granting the right to rely on terms Farallon





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2022

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 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 Parker, Smith & Feek, LLC. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:	
	PHONE (A/C, No, Ext):	425-709-3600
	FAX (A/C, No):	425-709-7460
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Allied World Assurance (U.S.), Inc.
	INSURER B:	State Compensation Ins. Fund of CA
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
INSURED Farallon Consulting LLC 975 5th Avenue NW Issaquah, WA 98027	NAIC #	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PROJECT <input checked="" type="checkbox"/> LOC			03129318	06/21/2022	06/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60001160	06/21/2022	06/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03129319	06/21/2022	06/21/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			923266122 ** CA	05/04/2022	05/04/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Professional/Pollution Liability			03129318	06/21/2022	06/21/2023	\$1,000,000 Occ/Incident and Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RFQ/P Environmental Site Assessment Consulting Services for Melrose Leadership Academy at Maxwell Park and Sherman Campuses.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Department of Facilities Planning and Management
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

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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Melrose Leadership Academy at Maxwell Park Campus and Sherman Campus Site Modernization Project	Site	235
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	Farallon Consulting, :L.L.C.	Agency's Contact	James Schwartz		
OUSD Vendor ID #		Title	Principal Geologist		
Street Address	330 Franklin Street, Suite 200	City	Oakland	State	CA
Telephone	510-879-6800	Policy Expires		Zip	94607
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	22126				

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	1-26-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-31-2023
		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)	\$13,754.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9655/9891	Fund 21, Measure Y	210-9655-0-9891-8500-6220-235-9180-9906-9999-22126	6220	\$13,754.00

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 and Management			
	Signature	Date Approved	1/26/23	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Lozano Smith, approved as to form	Date Approved	1/25/23	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	1/27/2023	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		