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Introduction Date	5-14-2025
Enactment Number	25-0721
Enactment Date	5/14/2025 CJH



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date May 14, 2025

Subject Amendment No. 1 to General Services Agreement – Farallon Consulting, LLC – Melrose Leadership Academy at Maxwell Park Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No.1 to the General Services Agreement by and between the District and **Farallon Consulting, LLC, Oakland, CA**, for the latter to provide and conduct a Phase I Environmental Site Assessment (ESA) report in accordance with DTSC standards, addressing any historical or past agricultural activities for, the **Melrose Leadership Academy at Maxwell Park Project**, in the additional amount of **\$10,770.00**, increasing the Agreement’s not-to-exceed amount from **\$4,976.00 to \$15,746.00**. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for additional environmental site assessment services.

**LBP (Local Business
Participation Percentage)** 100%

Recommendation Approval by the Board of Education of Amendment No.1 to the General Services Agreement by and between the District and Farallon Consulting, LLC, Oakland, CA, for the latter to provide and conduct a Phase I Environmental Site Assessment (ESA) report in accordance with DTSC standards, addressing any historical or past agricultural activities for, the Melrose Leadership Academy at Maxwell Park Project, in the additional amount of \$10,770.00, increasing the Agreement’s not-to-exceed amount from \$4,976.00 to \$15,746.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID: 25-0121

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Farallon Consulting, LLC**. OUSD entered into an agreement with CONTRACTOR for services on **February 26, 2025** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Melrose Leadership Academy at Maxwell Park Project** as follows and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide an updated report and a response table, with an optional quote included in case an updated ESA is required, in compliance with the District and DTSC standards, as outlined in the Proposals dated March 7, 2025, which are attached to this Amendment as Exhibit A.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> Increased by: <u>Ten Thousand Seven Hundred Seventy Dollars and No/100 (\$10,770.00).</u> </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____). </p> <p>Prior to this amendment, the not-to-exceed total contract price was <u>Four Thousand Nine Hundred Seventy-Six Dollars and No/100 (\$4,976.00).</u> and after this amendment, the not-to-exceed total contract price will be: <u>Fifteen Thousand Seven Hundred Forty-Six Dollars and No/100 (\$15,746.00).</u></p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.


5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard, President,
Board of Education

5/15/2025


Date



Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

5/15/2025

Date

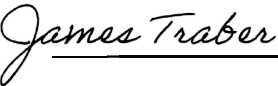


Preston Thomas (Apr 16, 2025 07:25 PDT)
Preston Thomas, Chief Systems &
Services Officer

Apr 16, 2025

Date

Approval as to form:



James Traber, Esq.
Facilities Counsel

04/14/2025

Date

CONTRACTOR: FARALLON CONSULTING, LLC



Contractor Signature

Apr 7, 2025

Date

Martin Hamann, Principal

Print Name, Title

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: Farallon Consulting, LLC

1. Detailed Description of Services to be provided: To provide an updated report and a response table, with an optional quote included in case an updated ESA is required, in compliance with the District and DTSC standards, as outlined in the Proposals dated March 7, 2025, which are attached to this Amendment as Exhibit A
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

☐ LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: Farallon Consulting LLC Original Contract Amount (Base Bid): \$ 4,976.00
Project: Melrose Leadership Academy at Maxwell Park Originally Proposed LBU %: 100 %
Project #: 22126 Amendment/Change Order No.: 1
Project Manager: Total Contract Amount (Amended Contract, to Date): \$15,746
Date: 03/17/25 Proposed LBU % 99 %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: Farallon Consulting LLC Address: 13555 SE 36th Street, Suite 320 City/State: Bellevue, WA 98006 Phone: (425) 295-0800	\$ 15,086.00	99.00 %	%	%	Port of Oakland LBE certification no. 9470-22
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
	\$ 15,086.00	99.00 %	0.00 %	0.00 %	99.00 %

TIFFANY KNUCKLES
APPROVAL- LBU Compliance Officer

Mar 25, 2025

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

Updated January 2024



March 7, 2025

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

**RE: SCOPE OF WORK AND COST ESTIMATE FOR RESPONSE TO DTSC COMMENTS
MELROSE LEADERSHIP ACADEMY AT MAXWELL PARK CAMPUS
4730 FLEMING AVENUE
OAKLAND, CALIFORNIA
FARALLON PN: 2927-001**

Dear Kenya Chatman:

Farallon Consulting, L.L.C. (Farallon) has prepared this letter to present a scope of work and cost estimate to respond to California Department of Toxic Substances Control (DTSC) comments regarding the project at Melrose Leadership Academy at Maxwell Park Campus located at 4730 Fleming Avenue in Oakland, California (herein referred to as the Maxwell Campus). This letter presents a brief background, a discussion of the scope of work to be completed, and the cost estimate and schedule to conduct the work.

BACKGROUND

Farallon conducted a Phase I Environmental Site Assessment (ESA) for the Maxwell Campus dated October 31, 2024.¹ The Maxwell Campus consists of Alameda County Parcel No. 36-2442-7, which totals 3.68 acres of land developed with a school building (main school building) constructed in approximately 1925 and several portable classroom buildings. The two-story main school building with partial basement has a footprint of approximately 19,700 square feet. Remaining areas of the Maxwell Campus consist of asphalt-paved play areas and landscaping. The Maxwell Campus is occupied by the Oakland Unified School District (the District) and used as an elementary through middle school. The Phase I ESA was submitted to the California Department of Toxic Substances Control (DTSC) for review. DTSC

¹ Farallon. 2024. *Phase I Environmental Site Assessment Report, Melrose Leadership Academy at Maxwell Park Campus, 4730 Fleming Avenue, Oakland, California*. October 31.



provided comments in a letter dated January 22, 2025,² which requested clarifications and/or modifications to the Phase I ESA.

SCOPE OF WORK

The scope of work will be conducted under the existing Task 6: Phase I ESA Report Update. A description of work under the task is provided below.

TASK 6: PHASE I ESA REPORT UPDATE

Response to DTSC Comments

The Phase I ESA was completed in accordance with requirements defined by the U.S. Environmental Protection Agency (EPA) and ASTM International Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-21). DTSC's letter requested additional information that was outside of the scope of the Phase I ESA. Additional information requested by DTSC consists of:

- Historical or past agricultural use;
- Presence of hydrogen sulfide;
- Potential for illegal drug manufacturing;
- Lead-based paint application;
- Potential for metals and metalloids;
- Presence of methane;
- Historical presence of mines;
- Presence of naturally occurring asbestos;
- Presence of naturally occurring hazardous materials;
- Presence of radon;
- Historical presence of railroad use or easements;
- Historical residential use;

² DTSC. 2025. Letter Regarding DTSC Comment Letter – Phase I Environmental Site Assessment Report, Oakland Unified School District, Melrose Leadership Academy at Maxwell Park Campus, 4730 Fleming Avenue, Oakland, Alameda County, California 94601 (Project Code 104899). January 22.



- Surface drainage pathways;
- Termiticide application;
- Utility easements; and
- Presence of munitions and explosives of concern.

DTSC's letter also identified specific additional information to include in the Phase I ESA consisting of:

- Description of the proposed project at the Site and project construction schedule;
- Evaluation of the presence of asbestos containing materials and the reason for generation of 1.955 tons of asbestos containing waste from the Site in 1998;
- Evaluation of the presence or former presence of septic systems and leach fields at the Site;
- Identifying the location of pole-mounted transformers; and
- Description of the disposal of the investigation-derived-waste drum generated during the Data Gap Investigation.

Farallon will revise the Phase I ESA per DTSC's comments and prepare a response to comments table that will list DTSC's comments, Farallon's response to DTSC's comments, and the location of the changes made to the revised Phase I ESA.

Optional Verification of Current Site Conditions

The following Phase I ESA Report components and supporting information sources must be updated if they were completed more than 6 months (180 days) prior to submittal to DTSC. The Phase I ESA components with a 180-day shelf life and the dates these components of the Phase I ESA were completed are as follows:

- Site reconnaissance: October 2, 2024.
- Subject Property interviews: October 2, 2024.
- User-provided information: October 17, 2024.
- Review of government regulatory records: October 3, 2024.
- Declaration/signature of certifying Environmental Professional: October 31, 2024.



The revised Phase I ESA must be submitted to DTSC prior to March 31, 2025 (180 days after October 2, 2024) or those portions of the Phase I ESA may need to be updated to verify current Site conditions and satisfy DTSC requirements. Farallon will make every effort to submit the revised Phase I ESA Report prior to March 31, 2025. However, completing the revisions is dependent on obtaining additional information from public agencies and the District. Should submittal of the revised Phase I ESA be delayed beyond March 31, 2025, Farallon will update the above components of the Phase I ESA to verify current Site conditions and satisfy DTSC requirements. Farallon will not perform this optional scope of work without first obtaining approval from the District's project manager.

COST ESTIMATE

The estimated time and material cost to conduct the scope of work is ten thousand seven hundred seventy dollars (\$10,770). Estimated costs are detailed in Table 1 in accordance with Farallon's *2024-2025 Schedule of Charges II*, subject to periodic adjustment. The optional portion of Task 6 is four thousand six hundred forty-four dollars (\$4,644) and will not be performed without first obtaining approval from the District's project manager and verifying with the DTSC that it is necessary. The cost estimate is valid for 90 days from the date of this letter.

The estimated cost is based on project conditions and the scope of work described herein. Variations in the scope of work and/or project schedule may require modification of the fee, project schedule, and/or respective report contents. No change in the scope of work defined herein will be initiated without authorization from the District.

Farallon will conduct the scope of work described herein in accordance with a mutually agreed-upon services agreement to be provided by the District. To proceed with the scope of work described herein, please provide the appropriate contractual documents for Farallon's review and signature. Farallon will proceed with the work upon receipt of written authorization. Additional work conducted at the Site will be authorized by preparation of specific proposals.

SCHEDULE

Farallon will initiate the proposed scope of work immediately upon receiving written authorization to proceed.



CLOSING

Farallon appreciates the opportunity to provide environmental consulting services to the District. Please contact Peter Sims at (949) 338-8317 if you have questions or comments regarding this scope of work and cost estimate.

Sincerely,

Farallon Consulting, L.L.C.

Peter D. Sims, P.G.
Associate Geologist

Martin Hamann, P.G.
Principal Hydrogeologist

Attachments: *Table 1, Cost Estimate for Response to DTSC Comments*
2024-2025 Schedule of Charges II

cc: Victor Manansala, Oakland Unified School District
Jorge De Anda, Oakland Unified School District

PDS/MH:mbg

TASK 6: PHASE I ESA REPORT UPDATE									
	RESPONSE TO DTSC COMMENTS				OPTIONAL VERIFICATION OF CURRENT SITE CONDITIONS				
	Units/Hr	Cost	Units/Hr	Cost	Units/Hr	Cost	Units/Hr	Cost	
	2	\$750	--	--	--	--	2	--	2
	20	\$4,820	16		16	\$3,856	36		36
	4	\$556	2		2	\$278	6		6
JB TOTALS	26	\$6,126	18		18	\$4,134	44		44
RES AND LABORATORY COSTS									
	Notes	Rate	Qty	Cost	Qty	Cost	Qty	Cost	Qty
se and Historical Documents Contractor		\$390	--	--	1	\$390	1		1
RES AND LABORATORY COSTS SUBTOTALS				\$0		\$390			
and Equipment									
	Notes	Rate	Qty	Cost	Qty	Cost	Qty	Cost	Qty
	per day	\$90	--	--	1	\$90	1		1
	per mile	\$0.75	--	--	40	\$30	40		40
OTALS				\$0		\$120			
IL PER TASK				\$6,126					
OTAL				\$4,644					



2024-2025 SCHEDULE OF CHARGES II

Effective November 1, 2023

PERSONNEL

Principal	\$375 /hour
Principal I	\$363 /hour
Principal II	\$324 /hour
Senior I	\$273 /hour
Senior II	\$261 /hour
Associate I	\$241 /hour
Associate II	\$230 /hour
Project I	\$222 /hour
Project II	\$205 /hour
Staff I	\$191 /hour
Staff II	\$173 /hour
Technician	\$148 /hour
Senior Analyst	\$261 /hour
Associate Analyst	\$205 /hour
Project Analyst	\$182 /hour
Staff Analyst	\$171 /hour
GIS Analyst	\$205 /hour
GIS Technician	\$171 /hour
Senior CAD Technician	\$171 /hour
CAD/Graphics Technician	\$150 /hour
Technical Editor	\$139 /hour
Project Assistant	\$128 /hour
Clerical/Support	\$116 /hour

Legal Testimony and Deposition

50% premium on labor

EXPENSES

Subcontractors (Labor and Services)	Cost + 15%
Direct Expenses	Cost + 15%
Lodging/Meals Per Diem	Cost + 15% OR \$250/day
Report Production Expenses	Cost + 15%
Vehicle Mileage	IRS rate per mile + 15%

Unless otherwise agreed, Farallon Consulting, L.L.C. reserves the right to make reasonable adjustments to rates herein.

**FIELD INSTRUMENTS AND EQUIPMENT****DAILY RATE****WEEKLY RATE**

4-Gas Meter	\$65 /day	\$260 /week
Air Flow Meter (California Only)	\$50 /day	\$200 /week
Air Gauge/Sensor Kit	\$55 /day	\$220 /week
AS/SVE/SSD Pilot Test Kit	\$405 /day	\$1,620 /week
Bladder Pump	\$185 /day	\$740 /week
EOS Field Data Collection Unit	\$130 /day	\$520 /week
Field Tool Kit, H.D.	\$30 /day	\$120 /week
Field Truck	\$90 + \$.75 per mile	\$360 + \$.75 per mile
Fluorometer/DO Meter	\$60 /day	\$240 /week
Gastec System	\$25 /day	\$100 /week
GPS Unit	\$230 /day	\$920 /week
Hand Auger and Extensions	\$60 /day	\$240 /week
Helium Detector	\$130 /day	\$520 /week
Level C PPE	\$90 /day	\$360 /week
Level D PPE	\$25 /day	\$100 /week
Magnetic Locator	\$90 /day	\$360 /week
Mini Air Pump	\$45 /day	\$180 /week
Peristaltic Pump	\$75 /day	\$300 /week
Pipe Camera	\$190 /day	\$760 /week
pH Meter	\$20 /day	\$80 /week
Photoionization Detector	\$105 /day	\$420 /week
Rotary Hammer	\$65 /day	\$260 /week
Sampling/Decon Kit	\$60 /day	\$240 /week
Whale Pump	\$50 /day	\$200 /week
Surveying Equipment	\$90 /day	\$360 /week
Swing Sampler	\$15 /day	\$60 /week
Turbidity Meter	\$35 /day	\$140 /week
Unmanned Aircraft System	\$290 /day	\$1,160 /week
Unmanned Aircraft System and Hi-Resolution GPS	\$690 /day	\$2,760 /week
Vapor Intrusion Sampling Kit	\$60 /day	\$240 /week
Water Level Meter	\$30 /day	\$120 /week
Water Quality Test Kit	\$25 /day	\$100 /week
YSI/Horiba Multiparameter Meter	\$150 /day	\$600 /week

CONSUMABLE FIELD SUPPLIES**UNIT**

Bladders	\$25 /each
Disposable Bailers	\$20 /each
Gastec Detection Tubes	\$25 /each
Padlocks	\$20 /each
Tedlar Bags	\$20 /each
Tyvek Suits	\$15 /each
Vapor Pin	\$140 /each
Waste Disposal Drum	\$105 /each
Water Sample Field Filter	\$25 /each
Well Caps	\$20 /each



Yana Garcia
Secretary for
Environmental Protection



Department of Toxic Substances Control

Katherine M. Butler, MPH, Director
8800 Cal Center Drive
Sacramento, California 95826-3200
<https://dtsc.ca.gov/>



Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

January 22, 2025

Ms. Kenya Chatman
Executive Director of Facilities
Oakland Unified School District
955 High Street
Oakland, California 94601
kenya.chatman@ousd.org

DTSC COMMENT LETTER - PHASE I ENVIRONMENTAL SITE ASSESSMENT
REPORT, OAKLAND UNIFIED SCHOOL DISTRICT, MELROSE LEADERSHIP
ACADEMY AT MAXWELL PARK CAMPUS, 4730 FLEMING AVENUE, OAKLAND,
ALAMEDA COUNTY, CALIFORNIA 94601 (PROJECT CODE 104899)

Dear Ms. Chatman:

The Department of Toxic Substances Control (DTSC) reviewed the Phase I
Environmental Site Assessment (Phase I –Farallon Consulting, October 31, 2024) and
the Data Gap Investigation (Farallon Consulting, October 31, 2024) prepared by
Farallon Consulting on behalf of the Oakland Unified School District (District) and
received by DTSC on December 18, 2024. The District plans to renovate the existing
two-story main building and construct a new two-story building on the subject property
located at 4730 Fleming Avenue, Oakland, Alameda County, CA 94601 (Site).

DTSC has identified issues regarding the Phase I that require clarification and/or
modifications to the report.

General Comments

1. Please submit an electronic copy of the revised document (Adobe Acrobat PDF
format), a redline/strikeout markup of the revised document (Microsoft Word

Document, DOCX) and an electronic copy of the responses to comments (RTC) in table form within two weeks of receipt of this letter. The RTC table should restate each comment, provide the associated response, and specify the location of the associated changes in the revised document. The RTC table shall also be included in the appendix of the revised document.

2. All documents shall be provided to DTSC without password protection, in a file size no more than 400 megabytes. A searchable form of Adobe Acrobat shall be used to facilitate review of the revised document and future PDF document submittals. Signature pages must be included and have either original or electronic signature. An electronic copy of the revised/final document will be posted on the DTSC EnviroStor database public access website.

3. The Phase I for proposed new or expanding school sites are identified in the following statutes and regulations:

- Education Code, section 17210, subdivision (g) provides the definition of a Phase I. The Education Code requires that a Phase I be prepared in accordance with the American Society for Testing and Materials (ASTM) Standard E1527 and any regulations promulgated by DTSC. DTSC has expanded the definition to identify and evaluate all sources for the potential release and/or the presence of hazardous material on proposed school sites (California Code of Regulation, title 22, section 69104, subsection (d)).
- Education Code, section 17213.1, subdivisions (a)(1) through (4) describe Phase I requirements and process.
- California Code of Regulations, title 22, section 69100 et seq., provides guidelines for conducting a Phase I. These regulations allow for the evaluation of lead in soil from lead-based paint, OCPs in soil from termiticide application, and/or PCBs in soil from electrical transformers in a Phase I Addendum.

In addition to the contaminants and sources identified in ASTM Standard E 1527, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM 2005), the Phase I should identify and evaluate all sources for potential release or presence of hazardous material on proposed school sites (California Code of Regulations, Title 22, section 69104, subsection (d)). The revised Phase I should address and evaluate all supplemental concerns listed below and not previously addressed in the Phase I. The assessment should include a short description of the issue, resource information used (recognized publication and/or database, federal,

state and/or local agency, etc.). Supporting documentation should be provided as appropriate. The Phase I assessment should include the following information below, if any are not previously addressed in the first draft of the Phase I.

1. Agricultural use
2. Debris or stockpiles
3. Fill material
4. Electrical transformers, oil-filled electrical equipment, or hydraulic systems
5. Government use or ownership
6. Grading activities
7. Hydrogen sulfide
8. Illegal drug manufacturing
9. Lead-based paint application
10. Metals and metalloids
11. Methane
12. Mines
13. Naturally occurring asbestos
14. Naturally occurring hazardous materials
15. Petroleum deposits or use
16. Radon
17. Railroad use or easements
18. Residential use
19. Surface drainage pathways
20. Termiticide application
21. Utility easements
22. Munitions and explosives of concern

4. If a Phase I was conducted for a proposed school site more than 180 days prior to submittal to DTSC, information to verify current site conditions must be submitted to DTSC. Verification activities include, but are not limited to, the following (California Code of Regulations, title 22, section 69104, subsection (e)):
 - Document changes to Site conditions or boundaries
 - Update interviews, searches, reviews, visual inspections, and declarations as described in ASTM Standard E1527.

Specific Comments

1. Phase I, Executive Summary, Page vii: "The Subject Property was identified as a handler of hazardous materials with no reported violations." DTSC requests that the District explain the specific hazardous materials and purpose for handling hazardous materials.
2. Phase I, Section 1.0, Introduction: Please include a paragraph that states the purpose of the project, including details of probable development such as renovation, the number of classrooms and students, pavement, parking lots, potable water and sewer services, etc.
3. The Phase I should address Asbestos-Containing Materials (ACM) in buildings. Buildings constructed before 1976 have potential for ACM and should therefore be mentioned. Any demolition of buildings with ACM may require Local Air Quality Management Districts and Building Department's jurisdiction. ACM should be addressed in the Phase I since some of the buildings on Site were built before 1976.
4. Phase I, Section 7.1, Subject Property Listings: The ERIS Report identified that the Subject Property generated hazardous waste consisting of 1.955 tons of asbestos-containing waste in 1998. DTSC requests that the District explain the history and purpose of the asbestos containing waste.
5. Phase I, Section 9.3.1, Septic/Sewer System(s): Please verify that the school has always drained to a municipal sewer line offsite. While septic tanks and fields are not an EPA Recognized Environmental Condition (REC) in and by themselves, in a school environment, DTSC has encountered substantial soil vapor plumes emanating from abandoned leach fields, which make the former sewer system attributes RECs.
6. Phase I, Section 9.3.1, Exterior Observation Comments, subsection Polychlorinated Biphenyl-Containing Item(s): The District identified pole-mounted transformers

along Monticello Avenue and Fleming Avenue. Identify specific locations of the pole-mounted transformers and note the locations on Figure 2 – Subject Property Plan. Please identify any other transformer locations and conditions on the Subject Property. If there are none onsite, explicitly note that there are no transformers on the site.

7. Phase I, Figure 2 – Subject Property Plan: The figure identifies an IDW Drum located in the northeastern portion of the property. Please identify IDW and describe the contents and history of the IDW Drum.
8. DTSC requests that the District provide an estimated schedule of construction dates for the Site. Please provide dates and activities that will be performed. Please factor in estimated times for DTSC's 3-step process due to the possibility of required cleanup.

If you have any questions regarding this letter, please contact me at (916) 255-3582 or via e-mail at Noah.Vue@dtsc.ca.gov.

Sincerely,



Noah Vue, M.S.
Project Manager
Northern California Schools Unit
Site Mitigation and Restoration Program
Department of Toxic Substances Control

cc: (via email)

Peter D. Sims, P.G.
Farallon Consulting
psims@farallonconsulting.com

Tim Crick, P.E., Chief
Northern California Schools Unit
Department of Toxic Substances Control
tim.crick@dtsc.ca.gov

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Maxwell Park Project	Site	235
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Basic Directions

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

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

Contractor Name	Farallon Consulting, LLC	Agency's Contact		Peter Sims				
OUSD Vendor ID #	008269	Title		Principal Geologist				
Street Address	PO Box 94147	City	Seattle	State	WA	Zip	98124-6447	
Telephone	510-879-6800	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	22126							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	02-27-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$10,770.00
Other Expenses		Requisition Number	

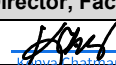
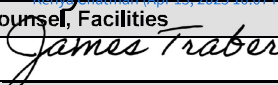

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9891	Fund 21, Measure Y	210-9655-0-9891-8500-6289-235-9180-9906-9999-22126	6289	\$10,770.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature 	Date Approved	Apr 15, 2025		
2.	General Counsel, Facilities				
	Signature 	Date Approved	4/14/2025		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	Apr 15, 2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-0121
Introduction Date	02-26-2025
Enactment Number	25-0254
Enactment Date	2/26/2025 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date February 26, 2025

Subject General Services Agreement – Farallon Consulting, LLC– Melrose Leadership Academy at Maxwell Park Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement for General Services Agreement by and between the **District** and Farallon Consulting, LLC, Oakland, CA, for the latter to continue to provide environmental services, which consist of coordinating with the California Department of Toxic Substances Control (DTSC) including project management and to support the next steps for the environmental investigation of the site for the **Melrose Leadership Academy at Maxwell Park Project**, in the lump-sum amount of **\$4,976.00**, with the work scheduled to commence on **February 27, 2052**, and expected to last until **June 30, 2025**, pursuant to the Agreement.

Discussion Consultant is providing environmental services 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) 90.00%

Recommendation Approval by the Board of Education of Agreement for General Services Agreement by and between the District and Farallon Consulting, LLC, Oakland, CA, for the latter to continue to provide environmental services, which consist of coordinating with the California Department of Toxic Substances Control (DTSC) including project management and to support the next steps for the environmental investigation of the site for the Melrose Leadership Academy at Maxwell Park Project, in the lump-sum amount of \$4,976.00, with the work scheduled to commence on February 27, 2052, and expected to last until June 30, 2025, 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. 25-0121

Department: Facilities Planning and Management

Vendor Name: Farallon Consulting, LLC

Project Name: Melrose Leadership Academy at Maxwell Park

Project No.: 22126

Contract Term: Intended Start: February 27, 2025

Intended End: June 30, 2025

Total Cost Over Contract Term: \$4,976.00

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?

Farallon Consulting, LLC was selected based on specially trained services which require a higher level of competence, precision, or technical understanding to perform this work for the District.

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

Farallon Consulting, LLC, will provide environmental services, which consist of coordinating with the California Department of Toxic Substances Control (DTSC) including project management and to support the next steps for the environmental investigation of the site for the Melrose Leadership Academy at Maxwell Park Project

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 District selected the consultant based on current and past services, and their pricing was reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

- Consultant provides environmental services to conduct a data gap investigation for the Melrose Leadership Academy at Maxwell Park Project.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **February 27, 2025** (the “Effective Date”), by and between the **Oakland Unified School District** (“District”) and **Farallon Consulting, LLC** (“Consultant” and together with District, the “Parties”).

1. **Consultant Services.** Consultant agrees to provide the following services to District (collectively, the “Basic Services”): For the Melrose Leadership Academy Maxwell Park Project (“Project”), to provide environmental services, which consist of coordinating with the California Department of Toxic Substances Control (DTSC) including project management and to support the next steps for the environmental investigation at the site (as further described in **Exhibit A** to this Agreement). Consultant shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Consultant agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Farallon Consulting, LLC, consultants specially qualified to provide the services required by the District.

2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant’s employees, agents or volunteers (the “Consultant 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. Consultant and any Consultant Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall begin on **February 27, 2025**, and shall end on **June 30, 2025** (“Term”), except as otherwise stated in Section 4 below, and Consultant 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 Consultant or the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, 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 Consultant if (1) Consultant materially breaches any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes

District to potential liability or may cause an increase in District's insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant's insolvency; or (6) Consultant or Consultant 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 Consultant's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Consultant based on the hourly rates listed in Exhibit B for Services satisfactorily performed. Consultant shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Consultant for Services under the Agreement shall not exceed FOUR THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS NO/100 (\$4,976.00), which consists of a not-to-exceed amount of FOUR THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS NO/100 (\$4,976.00) for performance of the Basic Services, and a not-to-exceed contingency amount of ZERO (\$00.00) for performance of any Additional Services. Consultant acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Consultant shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Consultant based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Consultant shall not submit its invoices to District more frequently than monthly. Consultant will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Consultant 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 Consultant's expenses.

6. **Indemnity.** Consultant 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 Consultant, the Consultant Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or the Consultant Parties' use of the site, Consultant's or the Consultant Parties' performance of the Services, Consultant's or the Consultant 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 Consultant or Consultant Parties under the California Fair Employment and

Housing Act ("FEHA").

7. **Equipment and Materials.** Consultant 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 Consultant or the Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant 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 Consultant's liability, or indemnification obligations set forth in Section 6 above, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Consultant nor any of the Consultant 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 Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Consultant Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and the Consultant 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 Consultant 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 Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Consultant 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 Consultant and the Consultant Parties and otherwise in connection with this Agreement.

11. Fingerprinting/Criminal Background Investigation Certification. Consultant and the Consultant 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, Consultant shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Consultant or Consultant Parties add personnel who will provide Services under this Agreement, Consultant 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. Consultant and the Consultant Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

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

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

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

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

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

13. Confidential Information. All District information disclosed to Consultant 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. Consultant 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. Consultant shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Consultant 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.** Consultant 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 Consultant 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. Consultant 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. Consultant 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.** Consultant 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, Consultant 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 Consultant 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. Consultant 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 Consultant's files for a period of no less than fifteen (15) years. Consultant 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 Consultant shall require any and all subcontractors and sub-consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or sub-consultants that they provided to Consultant 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. Consultant represents and warrants that Consultant has the legal right to license the Intellectual Property that Consultant, its subcontractors and sub-consultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous

oral agreement, nor explained or supplemented by evidence of consistent additional terms.

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

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

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

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

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

34. **Forms.** Prior to performing any Services, Consultant shall prepare, execute, and submit all forms that may be required by law for this Agreement. If a form is necessary, Consultant shall use the District's versions of these forms, which the District shall make available upon request.

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

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

37. **Conflict of Interest.** Consultant warrants that neither Consultant nor any of its employees, agents, subcontractors or sub-consultants 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 Consultant written notice to proceed with the Services. Such notice may authorize Consultant 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, Consultant shall diligently proceed with the Services authorized and complete it within the agreed time period.

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


OAKLAND UNIFIED SCHOOL DISTRICT

**CONSULTANT:
FARALLON CONSULTING, LLC**

 2/27/2025

Jennifer Brouhard Date
Board of Education President

By:  _____


 2/27/2025

Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education

Name: Martin Hamann

Title: Principal Hydrogeologist

Date: January 24, 2025


Preston Thomas (Jan 27, 2025 16:12 PST)

Jan 27, 2025

Preston Thomas, Systems & Services Date
Officer,

Address for District Notices: Oakland Unified School District Facilities Planning & Management Dept. 955 High Street Oakland, CA 94601	Address for District Notices: Farallon Consulting, LLC 330 Franklin Street, Suite 200 Oakland, CA 94607
---	---

Approved as to Form:

 1/27/2025

OUSD Facilities Legal Counsel Date

EXHIBIT A

Scope of Services



November 14, 2024

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

**RE: SCOPE OF WORK AND COST ESTIMATE FOR REGULATORY COORDINATION
MELROSE LEADERSHIP ACADEMY AT MAXWELL PARK CAMPUS
4730 FLEMING AVENUE
OAKLAND, CALIFORNIA
FARALLON PN: 2927-001**

Dear Kenya Chatman:

Farallon Consulting, L.L.C. (Farallon) has prepared this letter to present a scope of work and cost estimate to coordinate with the California Department of Toxic Substances Control (DTSC) regarding the Melrose Leadership Academy at Maxwell Park Campus project at 4730 Fleming Avenue in Oakland, California (herein referred to as the Site). This letter presents a brief description of Farallon's understanding of the work, a discussion of the scope of work to be completed, and the cost estimate and schedule to conduct the work.

BACKGROUND

The Maxwell Campus consists of Alameda County Parcel No. 36-2442-7, which totals 3.68 acres of land developed with a school building (main school building) constructed in approximately 1925 and several portable classroom buildings. The two-story main school building with basement has a footprint of approximately 19,700 square feet. Remaining areas of the Maxwell Campus consist of asphalt-paved play areas and landscaping. The Maxwell Campus is occupied by the Oakland Unified School District (the District) and used as an elementary through middle school. The District intends to construct a new school building at the Site in the future. As required by DTSC, Farallon conducted a Phase I Environmental Site Assessment (ESA)¹ and a Data Gap Investigation², which did not identify recognized environmental conditions in connection with the Site. An application for review of

¹ Farallon. 2024. *Phase I Environmental Site Assessment Report, Melrose Leadership Academy at Maxwell Park Campus, 4730 Fleming Avenue, Oakland, California*. October 31.

² Farallon. 2024. *Data Gap Investigation, Melrose Leadership Academy at Maxwell Park Campus, 4730 Fleming Avenue, Oakland, California*. October 31.



the Phase I ESA and Data Gap Investigation are currently being prepared for submittal to DTSC.

SCOPE OF WORK

The scope of work for the regulatory coordination will be conducted under the existing Task 1: Project Management and Communications task. A description of work under the task is provided below.

TASK 1: PROJECT MANAGEMENT AND COMMUNICATIONS

Task 1 includes additional project management duties such as budgeting, scoping, allocating personnel resources, meetings, subcontracting, progress reporting, and communications with the client, counsel, and general contractor and subcontractors as appropriate; and documentation management, including reporting, invoicing, and other administrative duties. Specifically, Farallon will coordinate with DTSC to answer questions, attend meetings, and facilitate either a finding that no further action is required or to define next steps for environmental investigation of the Site.

COST ESTIMATE

The estimated time and material cost to conduct the scope of work is \$4,976.00. Estimated costs are detailed in Table 1 in accordance with Farallon's *2024-2025 Schedule of Charges II*, subject to periodic adjustment. The cost estimate is valid for 90 days from the date of this letter.

The estimated cost is based on project conditions and the scope of work described herein. Variations in the scope of work and/or project schedule may require modification of the fee, project schedule, and/or respective report contents. No change in the scope of work defined herein will be initiated without authorization from the District.

Farallon will conduct the scope of work described herein in accordance with a mutually agreed-upon services agreement to be provided by the District. To proceed with the scope of work described herein, please provide the appropriate contractual documents for Farallon's review and signature. Farallon will proceed with the work upon receipt of written authorization. Additional work conducted at the Site will be authorized by preparation of specific proposals.





CLOSING

Farallon appreciates the opportunity to provide environmental consulting services to the District. Please contact either Peter Sims at (949) 338-8317 or James Schwartz at (408) 204-8551 if you have questions or comments regarding this scope of work and cost estimate.

Sincerely,

Farallon Consulting, L.L.C.


Peter D. Sims, P.G.
Associate Geologist


James Schwartz
Principal Geologist

Attachments: Table 1, *Cost Estimate for Regulatory Coordination*
2024-2025 Schedule of Charges II

PDS/JS:ca

Table 1
Cost Estimate for Regulatory Coordination
Melrose Leadership Academy at Maxwell Park Campus
Oakland, California
Farallon PN: 2927-001

LABOR COSTS		TASK 1: PROJECT MANAGEMENT AND COMMUNICATIONS		TOTAL	
Staff Category	Rate	Units/Hr	Cost	Units/Hr	Cost
Principal II	\$324	4	\$1,296	4	\$1,296
Associate II	\$230	16	\$3,680	16	\$3,680
LABOR COSTS SUBTOTALS		20	\$4,976	20	\$4,976
ESTIMATED TOTAL PER TASK			\$4,976		
PROPOSED TOTAL					\$4,976

EXHIBIT B

Hourly Rates



2024-2025 SCHEDULE OF CHARGES II

Effective November 1, 2023

PERSONNEL

Principal	\$375 /hour
Principal I	\$363 /hour
Principal II	\$324 /hour
Senior I	\$273 /hour
Senior II	\$261 /hour
Associate I	\$241 /hour
Associate II	\$230 /hour
Project I	\$222 /hour
Project II	\$205 /hour
Staff I	\$191 /hour
Staff II	\$173 /hour
Technician	\$148 /hour
Senior Analyst	\$261 /hour
Associate Analyst	\$205 /hour
Project Analyst	\$182 /hour
Staff Analyst	\$171 /hour
GIS Analyst	\$205 /hour
GIS Technician	\$171 /hour
Senior CAD Technician	\$171 /hour
CAD/Graphics Technician	\$150 /hour
Technical Editor	\$139 /hour
Project Assistant	\$128 /hour
Clerical/Support	\$116 /hour

Legal Testimony and Deposition

50% premium on labor

EXPENSES

Subcontractors (Labor and Services)	Cost + 15%
Direct Expenses	Cost + 15%
Lodging/Meals Per Diem	Cost + 15% OR \$250/day
Report Production Expenses	Cost + 15%
Vehicle Mileage	IRS rate per mile + 15%

Unless otherwise agreed, Farallon Consulting, L.L.C. reserves the right to make reasonable adjustments to rates herein.



<u>FIELD INSTRUMENTS AND EQUIPMENT</u>	<u>DAILY RATE</u>	<u>WEEKLY RATE</u>
4-Gas Meter	\$65 /day	\$260 /week
Air Flow Meter (California Only)	\$50 /day	\$200 /week
Air Gauge/Sensor Kit	\$55 /day	\$220 /week
AS/SVE/SSD Pilot Test Kit	\$405 /day	\$1,620 /week
Bladder Pump	\$185 /day	\$740 /week
EOS Field Data Collection Unit	\$130 /day	\$520 /week
Field Tool Kit, H.D.	\$30 /day	\$120 /week
Field Truck	\$90 + \$.75 per mile	\$360 + \$.75 per mile
Fluorometer/DO Meter	\$60 /day	\$240 /week
Gastec System	\$25 /day	\$100 /week
GPS Unit	\$230 /day	\$920 /week
Hand Auger and Extensions	\$60 /day	\$240 /week
Helium Detector	\$130 /day	\$520 /week
Level C PPE	\$90 /day	\$360 /week
Level D PPE	\$25 /day	\$100 /week
Magnetic Locator	\$90 /day	\$360 /week
Mini Air Pump	\$45 /day	\$180 /week
Peristaltic Pump	\$75 /day	\$300 /week
Pipe Camera	\$190 /day	\$760 /week
pH Meter	\$20 /day	\$80 /week
Photoionization Detector	\$105 /day	\$420 /week
Rotary Hammer	\$65 /day	\$260 /week
Sampling/Decon Kit	\$60 /day	\$240 /week
Whale Pump	\$50 /day	\$200 /week
Surveying Equipment	\$90 /day	\$360 /week
Swing Sampler	\$15 /day	\$60 /week
Turbidity Meter	\$35 /day	\$140 /week
Unmanned Aircraft System	\$290 /day	\$1,160 /week
Unmanned Aircraft System and Hi-Resolution GPS	\$690 /day	\$2,760 /week
Vapor Intrusion Sampling Kit	\$60 /day	\$240 /week
Water Level Meter	\$30 /day	\$120 /week
Water Quality Test Kit	\$25 /day	\$100 /week
YSI/Horiba Multiparameter Meter	\$150 /day	\$600 /week

<u>CONSUMABLE FIELD SUPPLIES</u>	<u>UNIT</u>
Bladders	\$25 /each
Disposable Bailers	\$20 /each
Gastec Detection Tubes	\$25 /each
Padlocks	\$20 /each
Tedlar Bags	\$20 /each
Tyvek Suits	\$15 /each
Vapor Pin	\$140 /each
Waste Disposal Drum	\$105 /each
Water Sample Field Filter	\$25 /each
Well Caps	\$20 /each

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

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

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

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

(Education Code §45125.1(h).)

I, as Principal *[insert "owner" or officer title]* of Farallon Consulting, L.L.C.
[insert name of business entity], have read the foregoing and agree that Farallon Consulting, L.L.C.
[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: January 27, 2025

Name: Martin Hamann

Signature: 

Title: Principal Hydrogeologist

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.

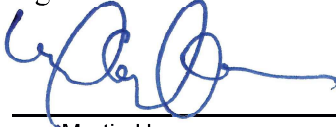
Entity Name:	<u>Farallon Consulting, L. L. C.</u>
Date of Entity's Contract with District:	<u>February 27, 2025</u>
Scope of Entity's Contract with District:	<u>Regulatory Coordination</u>

I, Martin Hamann [insert name], am the Principal Hydrogeologist [insert "owner" or officer title] for Farallon Consulting, L. L. C. [insert name of business entity] ("Entity"), which entered a contract on February 27, 2025, with the District for Oakland Unified Schools.

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: January 27, 2025

Signature: 
Typed Name: Martin Hamann
Title: Principal Hydrogeologist
Entity: Farallon Consulting, L. L. C.

OUSD - LBU Verification Calculations & Analysis



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

Site: Melrose Leadership Academy
Project Name: ESA Consultants
Project Number: ###

Prime	Sub	L/SLRBE Status	Proposed Contract %	50% LBU Requirement Met	LBU Preference Point	Notes
ACC Environmental	ACC Environmental	LBE	75.00%	YES	2 Pts	City of Oakland - SLBE, confirmed
	Tonma	SLBE	25.00%			City of Oakland - VSLBE, confirmed
Total Proposed LBU Participation:			100.00%			SLBE % 25.00% SLRBE % 0.00% LBE % 75.00% This firm meets the minimum OUSD LBU requirements.
Essel Environmental and Emergency Response	Essel Technology Services, Inc.	LBE	83.00%	NO	0 Pts	City of Oakland - LBE, confirmed
	East Bay Blue Print	SLBE	17.00%			City of Oakland - SLBE, confirmed
Total Proposed LBU Participation:			100.00%			SLBE % 17.00% SLRBE % 0.00% LBE % 83.00% This firm does not meet the minimum OUSD LBU requirements.
Farrallon Consulting	Farrallon Consulting	LBE	93.80%	NO	0 Pts	Port of Oakland - LIA, SBE, confirmed; "Local" credit validated
	EDR, LLC	n/a	0.00%			
	VTS Drilling, LLC	n/a	0.00%			
	Enthalpy Analytical	n/a	0.00%			Port of Oakland - LBA, Firm located in Berkeley; "Local" credit not validated.
Total Proposed LBU Participation:			93.80%			SLBE % 0.00% SLRBE % 0.00% LBE % 93.80% This firm does not meet the minimum OUSD LBU requirements.
Rincon Consultants, Inc.	Rincon Consultants Inc	LBE	90.00%	NO	0 Pts	Rincon is in the process of attaining City of Oakland - LBE Certification
Total Proposed LBU Participation:			90.00%			SLBE % 0.00% SLRBE % 0.00% LBE % 90.00% This firm does not meet the minimum OUSD LBU requirements.

LBU Justification

- ☒ **LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- ☐ **LBU Reduction:** Based on the availability analysis conducted for this specific RFQ/P, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFQ/P and can be met with a 50% LBE participation.
- ☐ **LBU Complete Waiver:** The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

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

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

Essel Environmental and Emergency Response
Farrallon Consulting
Rincon Consultants, Inc.

ACC Environmental

Approval - LBU Compliance Officer

Prepared by 360 Total Concept
LBU Calculations - Melrose Leadership Academy - ESA Consultants - 09/08/2022
Professional Services

9/20/2022

OUSD - LBU Verification Calculations & Analysis



Oakland Unified School District
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Essel Environmental and Emergency Response	Essel Technology Services, Inc.	LBE	83.00%	NO	0 Pts	City of Oakland - LBE, confirmed
	East Bay Blue Print	SLBE	17.00%			City of Oakland - SLBE, confirmed
Total Proposed LBU Participation:			100.00%			SLBE % 17.00% SLRBE % 0.00% LBE % 83.00% This firm does not meet the minimum OUSD LBU requirements.
Farrallon Consulting	Farrallon Consulting	LBE	93.80%	NO	0 Pts	Port of Oakland - LIA, SBE, confirmed; "Local" credit validated
	EDR, LLC	n/a	0.00%			
	VTS Drilling, LLC	n/a	0.00%			
	Enthalpy Analytical	n/a	0.00%			Port of Oakland - LBA, Firm located in Berkeley; "Local" credit not validated.
Total Proposed LBU Participation:			93.80%			SLBE % 0.00% SLRBE % 0.00% LBE % 93.80% This firm does not meet the minimum OUSD LBU requirements.
Rincon Consultants, Inc.	Rincon Consultants Inc	LBE	90.00%	NO	0 Pts	Rincon is in the process of attaining City of Oakland - LBE Certification
Total Proposed LBU Participation:			90.00%			SLBE % 0.00% SLRBE % 0.00% LBE % 90.00% This firm does not meet the minimum OUSD LBU requirements.

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Essel Environmental and Emergency Response
Farrallon Consulting
Rincon Consultants, Inc.

ACC Environmental

Approval - LBU Compliance Officer

Prepared by 360 Total Concept
LBU Calculations - Melrose Leadership Academy - ESA Consultants - 09/08/2022
Professional Services

9/20/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2024

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 Insurance, 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: The Ohio Casualty Insurance Co. INSURER C: State Compensation Ins. Fund of CA INSURER D: INSURER E: INSURER F:
INSURED Farallon Consulting LLC 13555 SE 36th Street, Suite 320 Bellevue, WA 98006	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	X	X	03129318	06/21/2024	07/01/2025	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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		BAS65285698	06/21/2024	06/21/2025	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	X		03129319	06/21/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	923266123 ** CA	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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	06/21/2024	07/01/2025	POLL \$1,000,000 Occ/Incident & Agg / PROF \$2,000,000 Occ/Incident & Agg

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

Farallon Project ID: 2927-001.

Oakland Unified School District is an additional insured on the general liability, automobile, and excess liability policies per the attached endorsements/forms... (See Attached Description)

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Kenya Chatman, Executive Facilities Director 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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ACORD 25 (2010/05)

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Project Information

Project Name	Melrose Leadership Academy at Maxwell Park Project	Site	235
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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	<ul style="list-style-type: none"> x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 x Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Name	Farallon Consulting, LLC	Agency's Contact	Peter Sims				
OUSD Vendor ID #	008269	Title	Principal Geologist				
Street Address	PO Box 94147	City	Seattle	State	WA	Zip	98124-6447
Telephone	510-879-6800	Policy Expires					
Contractor History	Previously been an OUSD contractor? No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	22126						


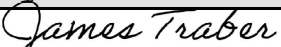

Date Work Will Begin (i.e., effective date of contract)	02-27-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2025
		New Date of Contract End (If Any)	

If New Contract, Total Contract Price (Lump Sum)	\$4,976.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

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	210-9655-0-9891-8500-6289-235-9180-9906-9999-22126	6289	\$4,976.00

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature  Robert Linkman (Jan 27, 2025 15:00 PST)	Date Approved	Jan 27, 2025		
2.	General Counsel, Facilities				
	Signature  James Traber	Date Approved	1/27/2025		
	Chief Systems & Services Officer				
3.	Signature  Preston Thomas (Jan 27, 2025 16:12 PST)	Date Approved	Jan 27, 2025		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			