

Board Office Use: Legislative File Info.	
File ID Number	26-1044
Introduction Date	05-27-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date May 27, 2026

Subject Amendment No. 2, General Services Agreement Rincon Consultants, Inc.– District Wide Lead Abatement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2 , General Services Agreement by and between the District and Rincon Consultants, Inc., Oakland, CA, to extend the term for continued consulting services supporting follow-up water quality sampling and technical evaluation at selected school sites identified through the District Wide Lead Abatement Project, and extending the term of the Agreement from December 31, 2025 through June 30, 2026 to June 30, 2027, an additional three hundred sixty-five (365) days. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This amendment is required to support the District’s ongoing implementation of its water quality plan, as outlined in the Board-approved Facilities Master Plan. The amendment will allow for immediate assessment, investigation, and related repair services if elevated lead levels are identified through water quality testing, including potential issues located deeper within the water system. This will ensure the District can respond quickly, identify and address potential lead sources, and maintain safe, reliable access to approved water sources at school sites.

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Amendment No. 2 , General Services Agreement by and between the District and Rincon Consultants, Inc., Oakland, CA, to extend the term for continued consulting services supporting follow-up water quality sampling and technical evaluation at selected school sites identified through the District Wide Lead Abatement Project, and extending the term of the Agreement from December 31, 2025 through June 30, 2026 to June 30, 2027, an additional three hundred sixty-five (365) days. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure J

Attachments

- Amendment No. 2, including exhibits
- Routing Form
- File ID’s: 25-2869 & 25-1978

Memorandum:

Date: 7/17/2025

To: Sterling Carter

CC: David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Project #25048 - Various School Sites - Lead Abatement Project

As per the Oakland Unified School District's Local Business Policy Program Requirements - BP 7115: There is a fifty (50)% minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 25048 **Project Site(s):** Various School Sites

Name: Lead Abatement Project

Analysis:

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold for construction related professional service contracts and/or construction contracts. Given this information, the above listed project/company shall be considered exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Threshold)

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

AMENDMENT NO. 2

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Rincon Consultants, Inc.** ("Contractor") to amend the **General Services Agreement** –between the District and the Contractor dated **August 12, 2025** ("Agreement"), **for the District-wide Lead Abatement Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** The scope of work is unchanged. **The scope of work has changed.**
If scope of work changed:
 The CONTRACTOR shall provide the following amended services: Time extension only. Continue to provide consultation services at selected schools for water lead samples where elevated levels of lead have been detected.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If term is changed: The contract term is extended from June 30, 2026 to June 30, 2027.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation is changed: The not to exceed contract price is
 Increased by: _____.
 Decreased by _____ dollars and no/100 (\$ _____).

 Prior to this amendment, the not-to-exceed total contract price was: _____ and after this amendment, the not-to-exceed total contract price will be: _____.

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	12-10-2025	Compensation	\$34,600.00

5. **No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
6. **Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR: RINCON CONSULTANTS, INC.

Jennifer Brouhard, President,
Board of Education

Date



Contractor Signature

4/22/2026

Date

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

Date

James Schwartz, Principal
Print Name, Title



Preston Thomas (Apr 30, 2026 08:45:32 PDT)

Preston Thomas, Chief Systems &
Services Officer

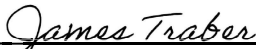
Apr 30, 2026

Date

Approval as to form:

4/28/2026

Date



James Traber, Esq.
Facilities Counsel

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Rincon Consultants, Inc.

1. Detailed Description of Services to be provided: Time extension only. Continue to provide consultation services at selected schools for water lead samples where elevated levels of lead have been detected.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



Rincon Consultants, Inc.
66 Franklin Street, Suite 300
Oakland, California 94607
510-834-4455

March 30, 2026
Rincon Project No. 25-17987

Daniel Ortiz, Project Engineer
Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, California 94601
Via email: daniel.ortiz@ousd.org

**Subject: Contract Extension for Drinking Water Investigation and Sampling
OUSD Project No. 25081
Change Order No. 2
Oakland Unified School District
Oakland, California**

Dear Mr. Ortiz:

Rincon Consultants (Rincon) is pleased to submit this proposal to continue our investigation of detections of lead in drinking water for the Oakland Unified School District (OUSD). As proposed in our previous Change Order, dated October 24, 2025, Rincon performed drinking water sampling at a total of 12 schools and prepared a draft technical memorandum. Aside from finalizing the draft technical memorandum, Rincon is not currently scoped with additional work, but it is our understanding that OUSD would like to extend our contractual engagement to June 30, 2027, in the event additional assistance is needed. We concur with the extension and, based on the current work scope and budget status, are not requesting any additional budget authorization at this time.

Thank you for this opportunity to continue supporting OUSD. If you have any questions, please contact Jym Schwartz at 408-204-8551 or james.schwartz@rinconconsultants.com.

Sincerely,

Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'James Schwartz', is written over a horizontal line.

James Schwartz, PG
Principal

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	District Wide Lead Abatement	Site	170
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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	Rincon Consultants, Inc.	Agency's Contact	Alex Cruz
OUSD Vendor ID #	009589	Title	Principal
Street Address	66 Franklin Street, Suite 300	City	Oakland
Telephone	510-834-4455	State	CA
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 #	25081	Zip	94607

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	08-12-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	06-30-2027

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$0.00
Other Expenses		Requisition Number	


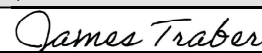

Budget Information

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
9650/9000	Fund 21 Measure J	210-9650-9000-8500-6289-170-9180-9005-9999-25081	6289	\$0.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature 	Date Approved	May 1, 2026		
2.	OUSD Counsel, Facilities				
	Signature 	Date Approved	4/28/2026		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	Apr 30, 2026		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-2869
Introduction Date	12-10-2025
Enactment Number	25-2124
Enactment Date	12/10/2025 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date December 10, 2025

Subject Amendment No. 1, General Services Agreement Rincon Consultants, Inc.– District Wide Lead Abatement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, General Services Agreement by and between the District and **Rincon Consultants, Inc., Oakland, CA**, for the latter to provide additional consultation services at selected schools for water lead samples where elevated levels of lead have been consistently detected as part of the **District Wide Lead Abatement Project**, in an additional amount of \$34,600.00, increasing not-to-exceed amount of the agreement from \$5,139.00 to \$39,739.00 and extending the term of the agreement from December 31, 2025 to June 30, 2026 an additional one hundred eighty-one days (181). All other terms and conditions of the Agreement remain in full force and effect.

Discussion Consultant was selected based on professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Amendment No. 1, General Services Agreement by and between the District and Rincon Consultants, Inc., Oakland, CA, for the latter to provide additional consultation services at selected schools for water lead samples where elevated levels of lead have been consistently detected as part of the District Wide Lead Abatement Project, in an additional amount of \$34,600.00, increasing not-to-exceed amount of the agreement from \$5,139.00 to \$39,739.00 and extending the term of the agreement from December 31, 2025 to June 30, 2026 an additional one hundred eighty-one days (181). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure J

Attachments

- Amendment No. 1 including exhibits
- Routing Form
- File ID 25-1978



AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and Rincon Consultants, Inc. ("Contractor") to amend the General Services Agreement -between the District and the Contractor dated August 12, 2025 ("Agreement"), for the District-wide Lead Abatement Project ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

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> .
	If scope of work changed:	<p>The CONTRACTOR shall provide the following amended services: Additional consultation services at selected schools for water lead samples where elevated levels of lead have been detected.</p>	
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
	If term is changed:	<p>The contract term is extended by a <u>one hundred eighty-one</u> il.\$1l days, and the amended expiration date is <u>June 30, 2026</u>.</p>	
3.	Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
	If the compensation is changed:	<p>The not to exceed contract price is</p> <p style="padding-left: 40px;">Increased by: Thirty-Four Thousand Six Hundred Dollars (\$34,600.00).</p> <p style="padding-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: Five Thousand One Hundred Thirty-Nine Dollars (\$5,139.00) and after this amendment, the not-to-exceed total contract price will be: Thirty-Nine Thousand Seven Hundred Thirty-Nine Dollars (\$39,739.00).</p>	

4 Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$0.0

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

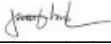
6 Entire Agreement. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR: RINCON CONSULTANTS, INC.



 Jennifer Brouhard, President,
 Board of Education

12/11/2025


 Date



 Contractor Signature

12/1/2025

 Date




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

12/11/2025

 Date

James Schwartz, Principal

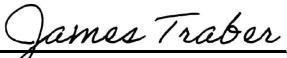
 Print Name, Title



 Preston Thomas (Dec 2, 2025 17:21:13 PST)
 Preston Thomas, Chief Systems &
 Services Officer

 Date

Approval as to form:



 James Traber, Esq.
 Facilities Counsel

11/26/2025

 Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Rincon Consultants, Inc.

1. Detailed Description of Services to be provided: Continue to provide consultation services at selected schools for water lead samples where elevated levels of lead have been detected.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



Rincon Consultants, Inc.
66 Franklin Street, Suite 300
Oakland, California 94607
510-834-4455

October 24, 2025
Rincon Project No. 25-17987

Daniel Ortiz, Project Engineer
Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, California 94601
Via email: daniel.ortiz@ousd.org

**Subject: Proposal for Drinking Water Investigation and Sampling
OUSD Project No. 25081
Change Order No. 1
Oakland Unified School District
Oakland, California**

Dear Mr. Ortiz:

Rincon Consultants (Rincon) is pleased to submit this proposal to further investigate detections of lead in drinking water for the Oakland Unified School District (OUSD) as discussed below.

Background

As background, OUSD conducted testing for lead in water at drinking fountains and sinks in the Harriet Tubman Preschool. Results from several samples collected in May and June 2025 were inconsistent with each other and exceeded the 5 parts per billion (ppb) limit established by California Assembly Bill 2370 for licensed child care centers. OUSD reached out to Rincon to request assistance with assessing the cause of the elevated levels of lead and developing a plan to reduce levels. During a call on July 2, 2025, Rincon requested additional information about the sampling methodology and water infrastructure at the school to inform our assessment.

On August 12, 2025, Rincon conducted an inspection of Harriet Tubman Preschool with OUSD representatives to assess the on-site water infrastructure and review drinking water analytical data from other schools across OUSD. The evaluation of these additional drinking water results prompted further inquiry and warranted further investigation. Previously reported drinking water data was collected at the point-of-use, following distribution through each school's internal plumbing system. Rincon proposes collecting drinking water samples upstream of each school's internal plumbing to evaluate whether lead contamination originates off-site.

Scope of Work

Rincon will complete the following tasks to further investigate detections of lead in drinking water for OUSD.

Task 1 Desktop Analysis

In collaboration with OUSD, Rincon identified ten (10) schools for targeted investigation and upstream drinking water sampling. Rincon staff will review both public waterline maps and school plumbing layouts to determine where upstream drinking water samples can potentially be collected. This task



focuses on preliminary desktop review of the ten (10) identified schools to and preparation ahead of field sampling.

Task 2 Field Sampling

Rincon will coordinate with the OUSD to schedule visits to each of the ten (10) identified schools in collaboration with on-site personnel. One (1) Rincon staff will travel to and from each school to assess actual on-site conditions and will conduct upstream drinking water sampling where feasible. One (1) upstream drinking water sample is planned to be collected at each of the ten (10) schools which will be analyzed for Total Lead via Environmental Protection Agency (EPA) Method 200.8. This Task includes budget for ten (10) drinking water samples to be analyzed for Total Lead via EPA Method 200.8

Task 3 Data Analysis

Rincon will analyze the drinking water analytical data from the ten (10) schools which will be compared to historical results to evaluate potential data trends. Additionally, Rincon will assess potential geographic patterns or consistencies across the sampled school sites. Rincon will prepare a technical memorandum that summarizes the analytical results from field sampling, any associated findings, and/or provide recommendations for further investigation or corrective action if warranted. This technical memorandum will be submitted to OUSD as electronic files via email.

Task 4 Project Management

General project administration activities will be completed by Rincon staff to effectively manage the project. Additionally, Rincon will provide routine project status updates to OUSD staff. This Task budget accounts for general communication with the OUSD, including calls, meetings, and e-mails.

Assumptions

The following assumptions were used in preparing this proposal:

- Best available information regarding school infrastructure associated with drinking water will be provided to Rincon by OUSD for the Desktop Assessment.
- OUSD will coordinate with the Rincon to ensure timely access to potential sampling locations, facilitating entry and support from on-site personnel as needed.

Cost Estimate

As shown in Table 1 below, Rincon proposes to complete the scope of work described above on a time and materials basis in accordance with the General Services Agreement between Oakland Unified School District and Rincon Consultants, Inc. dated August 12, 2025. Additional services beyond those identified herein will be provided, at your request, for an additional fee. No other services will be provided without your express written authorization.





Table 1 Cost Estimate Summary

Task	Estimated Cost
Task 1 Desktop Assessment	\$9,000.00
Task 2 Field Sampling	\$14,100.00
Task 3 Data Analysis	\$5,500.00
Task 4 Project Management	\$6,000.00
Total	\$34,600.00

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Jym Schwartz at 408-204-8551 or james.schwartz@rinconconsultants.com, or Ryan Charney at 203-257-9642 or rcharney@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.


James Schwartz, PG
Principal


Ryan Charney, CPESC, QSD/QSP, QISP
Supervising Stormwater Compliance Manager

Memorandum:

Date: 7/17/2025

To: Sterling Carter

CC: David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Project #25048 - Various School Sites - Lead Abatement Project

As per the Oakland Unified School District’s Local Business Policy Program Requirements - BP 7115: There is a fifty (50)% minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 25048 **Project Site(s):** Various School Sites

Name: Lead Abatement Project

Analysis:

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold for construction related professional service contracts and/or construction contracts. Given this information, the above listed project/company shall be considered exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Threshold)

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	District Wide Lead Abatement	Site	818
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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	Rincon Consultants, Inc.	Agency's Contact	Alex Cruz
OUSD Vendor ID #	009589	Title	Principal
Street Address	66 Franklin Street, Suite 300	City	Oakland State CA Zip 94607
Telephone	510-834-4455	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 #	25081		

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	08-12-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	06-30-2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$34,600.00
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
9650/9000	Fund 21 Measure J	210-9650-0-9000-8500-6265-151-9180-9905-9999-25048	6265	\$3,460.00
		210-9650-0-9000-8500-6265-165-9180-9905-9999-25081		\$3,460.00
		210-9650-0-9000-8500-6265-182-9180-9905-9999-25081		\$3,460.00
		210-9650-0-9000-8500-6265-819-9180-9905-9999-25081		\$3,460.00
		210-9650-0-9000-8500-6265-308-9180-9905-9999-25081		\$3,460.00
		210-9650-0-9000-8500-6265-102-9180-9905-9999-25082		\$3,460.00
		210-9650-0-9000-8500-6265-817-9180-9905-9999-25082		\$3,460.00
		210-9650-0-9000-8500-6265-103-9180-9905-9999-25083		\$3,460.00
		210-9650-0-9000-8500-6265-840-9180-9905-9999-25083		\$3,460.00
		210-9650-0-9000-8500-6265-169-9180-9905-9999-25083		\$3,460.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature	<i>Sele Nadel-Hayes</i>		Date Approved	
2.	OUSD Counsel, Facilities				
	Signature	<i>James Traber</i>		Date Approved	11/26/2025
	Chief Systems & Services Officer				

3.	Signature 	Date Approved	
Chief Financial Officer Preston Thomas (Dec 2, 2025 17:21:13 PST)			
4.	Signature	Date Approved	
President, Board of Education			
5.	Signature	Date Approved	

FILE ID 25-1978

Board Office Use: Legislative File Info.	
File ID Number	25-1978
Introduction Date	09-10-2025
Enactment Number	25-1552
Enactment Date	9/10/2025 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 10, 2025

Subject General Services Agreement – Rincon Consultants, Inc.– District Wide Lead Abatement Project - Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of General Services Agreement by and between the District and **Rincon Consultants, Inc.**, Oakland, California, for the latter to provide consultation services for several lead samples collected as part of the **District Wide Lead Abatement Project**, in the not to exceed amount of **\$5,139.00**, with the work scheduled to commence on August 12, 2025, and expected to last until December 31, 2025.

Discussion Consultant was selected based on professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

LBP (Local Business Participation Percentage) Exempt

Recommendation Ratification by the Board of Education of General Services Agreement by and between the District and Rincon Consultants, Inc., Oakland, California, for the latter to provide consultation services for several lead samples collected as part of the District Wide Lead Abatement Project, in the not to exceed amount of \$5,139.00, with the work scheduled to commence on August 12, 2025, and expected to last until December 31, 2025.

Fiscal Impact Fund 21 Building Fund Measure J

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. 25-1978

Department: Facilities Planning and Management

Vendor Name: Rincon Consultants, Inc.

Project Name: District Wide Lead Abatement

Project No.: 25081

Contract Term: Intended Start: August 12, 2025

Intended End: December 31, 2025

Total Cost Over Contract Term: \$5,139.00

Approved by: Preston Thomas

Is the 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?

The consultant was selected directly by the District.

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

The consultant will provide consultation services for several lead samples collected as part of the District Wide Lead Abatement 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 consultant was selected directly based on their relevant experience and proven expertise. Their pricing was the most reasonable and cost-effective option for the district.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- 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 \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- 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 \$114,800 (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

Consultant was selected based on specially trained services, which bidding or RFP process is not required.

Memorandum:

Date: 7/17/2025

To: Sterling Carter

CC: David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Project #25048 - Various School Sites - Lead Abatement Project

As per the Oakland Unified School District’s Local Business Policy Program Requirements - BP 7115: There is a fifty (50)% minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 25048 **Project Site(s):** Various School Sites

Name: Lead Abatement Project

Analysis:

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold for construction related professional service contracts and/or construction contracts. Given this information, the above listed project/company shall be considered exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Threshold)

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **August 12, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Rincon Consultants, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For the District-Wide Lead Abatement Project at Harriet Tubman Preschool (“Project”), (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Rincon Consultants, Inc. consultants specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall begin on **August 12, 2025**, and shall end on **December 31, 2025** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

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

{SR801406}

General Services Agreement - Rincon Consultants, Inc- District-Wide Lead Abatement Project \$5,139.00

tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **FIVE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND NO/100 (\$5,139.00)**, which consists of a not-to-exceed amount of **FIVE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS AND NO/100 (\$5,139.00)**, for performance of the Basic Services, and a not-to-exceed contingency amount of **ZERO (\$0.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

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

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively,

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

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

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background

investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

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

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

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

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

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

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

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

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

Agreement.

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

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

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

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

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

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

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

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

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

profits in connection with this Agreement.

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

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

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

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

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

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

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

ambiguity.

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

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

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

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

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

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

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

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

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties

{SR801406}7

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

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


Address for District Notices:

Address for Contractor Notices:


Oakland Unified School District 955 High Street Oakland, CA 94601 Attn: Preston Thomas	Rincon Consultants, Inc.– 66 Franklin Street, Suite 300 Oakland, CA 94607 Attn: Alex Cruz
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Oakland Unified School District

Rincon Consultants, Inc.




 Jennifer Brouhard, President,
 Board of Education



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

[Preston Thomas \(Aug 13, 2025 09:45:43 PDT\)](#)

 Preston Thomas, Chief Systems & Services
 Officer



 James Traber, Esq.
 Counsel, OUSD

 9/11/2025

 Date

 9/11/2025

 Date

 Aug 13, 2025

 Date

 08/08/2025

 Date

 Signature

 Date

 Print Name, Title

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

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

Address for District Notices:

Address for Contractor Notices:

Oakland Unified School District 955 High Street Oakland, CA 94601 Attn: Preston Thomas	Rincon Consultants, Inc.– 66 Franklin Street, Suite 300 Oakland, CA 94607 Attn: Alex Cruz
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Oakland Unified School District

Rincon Consultants, Inc.

 Jennifer Brouhard, President,
 Board of Education

 Date

 August 7, 2025
 Signature Date

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

 Date
 Aug 13, 2025

 James Schwartz, Principal
 Print Name, Title

 Preston Thomas, Chief Systems & Services
 Officer

 Date
 08/08/2025



 James Traber, Esq.
 Counsel, OUSD

 Date

EXHIBIT A

Scope of Services

{SR801406}9

General Services Agreement - Rincon Consultants, Inc- District-Wide Lead Abatement Project \$5,139.00



Rincon Consultants, Inc.
66 Franklin Street, Suite 300
Oakland, California 94607
510-834-4455

July 8, 2025
Rincon Project No. 25-17987

Sterling Carter, Assistant Project Manager
Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, California 94601
Via email: sterling.carter@ousd.org

**Subject: Proposal for Drinking Water Assessment Consultation
Hoover Elementary (Harriet Tubman Preschool)
800 33rd Street, Oakland, California**

Dear Mr. Carter:

Rincon Consultants, Inc. (Rincon) is pleased to provide this proposal to the Oakland Unified School District (OUSD) for environmental consulting services. As background, OUSD recently conducted testing for lead in water at drinking fountains and sinks in the Harriet Tubman Preschool. Results from several samples collected in May and June 2025 were inconsistent with each other and exceeded the 5 parts per billion (ppb) limit established by California Assembly Bill 2370 for licensed child care centers. OUSD reached out to Rincon to request assistance with assessing the cause of the elevated levels of lead and developing a plan to reduce levels. During a call on July 2, 2025, Rincon requested additional information about the sampling methodology and water infrastructure at the school to inform our assessment.

Rincon is prepared to start with the services in this proposal immediately upon authorization and receipt of the additional information. The estimated cost for the scope of work described above is **\$5,139** (Attachment 1). The project will be charged on a time and materials basis and is assumed to be completed in 2025. Any additional work requested by OUSD can be completed for an additional fee following written authorization.

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact James Schwartz at 408-204-8551 or james.schwartz@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Handwritten signature of James Schwartz in black ink.

James Schwartz, PG
Principal

Handwritten signature of Alex Cruz in black ink.

Alex Cruz, PG
Senior Environmental Geologist

Attachments

Attachment 1 Estimated Cost Table and Standard Rate Fee Schedule

EXHIBIT B

Hourly Rates



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2025 - December 31, 2025
Senior Principal	\$330
Principal	\$318
Director	\$318
Senior Supervisor II	\$302
Supervisor I	\$282
Senior Professional II	\$264
Senior Professional I	\$246
Professional IV	\$218
Professional III	\$203
Professional II	\$180
Professional I	\$160
Associate III	\$135
Associate II	\$121
Associate I	\$113
Field Technician	\$97
Technical Editor	\$152
Project Accountant	\$129
Billing Specialist	\$111
Publishing Specialist	\$124
Clerical	\$111

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

~~Reimbursable Expenses~~

Item	Rate
Photocopies - B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies - Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies - 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles

~~**Direct Costs.** Other direct costs associated with the execution of a project that are not included in the hourly rates above are billed at cost. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.~~

~~**Annual Escalation.** Standard rates subject to 3.5% annual escalation on January 1.~~

~~**Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.~~

Exhibit B

Non-Certified Project List - TOTAL 18 SITES

App Id	Project Name	Certified Letter Type
01-61326	Bella Vista (See Add Service)	#3-Close of File w/o Certification- Exceptions
01-102865	Carl Munck	#3-Close of File w/o Certification- Exceptions
01-68358	Cole E.S.	#3-Close of File w/o Certification- Exceptions
01-102540	Cole E.S.	#3-Close of File w/o Certification- Exceptions
01-108436	Emerson Elementary School	#3-Close of File w/o Certification- Exceptions
01-80052	Franklin E.S.	#3-Close of File w/o Certification- Exceptions
01-61364	John Swett (See Add Service)	#3-Close of File w/o Certification- Exceptions
01-61734	Lakeview E.S.	#3-Close of File w/o Certification- Exceptions
01-102602	Lincoln Elementary School	#3-Close of File w/o Certification- Exceptions
01-102721	McClymonds	#3-Close of File w/o Certification- Exceptions
01-69697	Montclair E.S.	#3-Close of File w/o Certification- Exceptions
01-102744	Oakland Tech	#3-Close of File w/o Certification- Exceptions
01-61691	Santa Fe	#3-Close of File w/o Certification- Exceptions
01-67280	Toler Heights	#3-Close of File w/o Certification- Exceptions
01-67983	Various: Oakland HS, MLK Jr., Peralta, Verdese, and Carter	#3-Close of File w/o Certification- Exceptions
01-22204	Washington Child Care Center	#3-Close of File w/o Certification- Exceptions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2026

5/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1462718 Rincon Consultants, Inc. 180 N Ashwood Ave. Ventura CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois Union Insurance Company	NAIC # 27960
	INSURER B: Hartford Fire Insurance Company	19682
	INSURER C: Palomar Excess and Surplus Insurance Co.	16754
	INSURER D: Starstone National Insurance Company	25496
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 21767908

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$50,000 <input checked="" type="checkbox"/> P&I GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	G48968181 001	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	72UENOL5481	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
A C	<input type="checkbox"/> 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	Y	Y	G48968193 001 CEEXP-25-0000094-00	2/1/2025 2/1/2025	2/1/2026 2/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	T10250329 (AOS) T10251427 (FL)	2/1/2025 2/1/2025	2/1/2026 2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liab E&O Liab.	N	N	G48968181 001	2/1/2025	2/1/2026	\$4,000,000/\$4,000,000 \$4,000,000 ea. occ./\$4,000,000 agg. Retro Date: 12/9/1994

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

Effective 2/1/2024-8/1/2025, Cyber Liability \$5M Limit, \$25k Retention, Carrier: HCC; Policy #H24NGP224923-01, \$5M x \$5M Limit, Carrier: Corvus, Policy #CXS-107946155-00. The Certificate Holder, the District and District Parties are included as Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability if required by written contract. Coverages are Primary and Non-Contributory. Waiver of Subrogation applies in favor of the Additional Insured as respects General Liability, Auto Liability, Umbrella Liability, and Workers Comp if required by written contract, where permissible by law.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

21767908
Oakland Unified School District
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	District Wide Lead Abatement	Site	170
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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	Rincon Consultants, Inc.	Agency's Contact	Alex Cruz		
OUSD Vendor ID #	009589	Title	Principal		
Street Address	66 Franklin Street, Suite 300	City	Oakland	State	CA Zip 94607
Telephone	510-834-4455	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 #	25081				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	08-12-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 5,139.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

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
9650/9000	Fund 21 Measure J	210-9650-9000-8500-6289-170-9180-9005-9999-25081	6289	\$5,139.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature		Date Approved		
2.	OUSD Counsel, Facilities				
	Signature <i>James Traber</i>		Date Approved	08/08/2025	
3.	Chief Systems & Services Officer				
	Signature <i>Preston Thomas</i> <small>Preston Thomas (Aug 13, 2025 09:45:43 PDT)</small>		Date Approved	Aug 13, 2025	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		