

<b>Board Office Use: Legislative File Info.</b>	
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Introduction Date	12-1-2021
Enactment Number	21-1964
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OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** December 1, 2021

**Subject** General Services Agreement – Millennium Consulting Associates – Laurel Child Development Center Replacement Project - Division of Facilities Planning and Management

**Action Requested** Ratification by the Board of Education of the General Services Agreement by and between the District and Millennium Consulting Associates, Oakland, California, for the latter to collect, log and test samples in a certified laboratory of suspected hazardous materials; prepare survey report and written specifications, including drawings to locate hazardous materials; provide onsite monitoring & perimeter testing; provide final close out report for the Laurel Child Development Center Replacement Project, in the not-to-exceed amount of \$21,985.00, which includes a \$4,000.00 contingency fee, with work scheduled to commence on November 8, 2021, and scheduled to last until December 16, 2024, pursuant to the Agreement.

**Discussion** Consultant is providing environmental services at the Laurel Child Development Center Site and was selected based on demonstrated competence and professional qualifications. (Government Code §4526.) The Deputy Chief signed the contract on November 8, 2021, pursuant to delegated authority, thus requiring Board ratification. (Board Policy 3312.)

**LBP** (Local Business Participation Percentage) 81.1%

**Recommendation** Ratification by the Board of Education of the General Services Agreement by and between the District and Millennium Consulting Associates, Oakland, California, for the latter to collect, log and test samples in a certified laboratory of suspected hazardous materials; prepare survey report and written specifications, including drawings to locate hazardous materials; provide onsite monitoring & perimeter testing; provide final close out report for the Laurel Child Development Center Replacement Project, in the not-to-exceed amount of \$21,985.00, which includes a \$4,000.00 contingency fee, with work scheduled to commence on November 8, 2021, and scheduled to last until December 16, 2024, pursuant to the Agreement.

**Fiscal Impact** Fund 21 Measure J

**Attachments**

- Agreement
- Scope of work
- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No. 21-2687**

**Department: Facilities Planning and Management**

**Vendor Name: Millennium Consulting Associates**

**Project Name: Laurel CDC Replacement**

**Project No.: 17126**

**Contract Term: Intended Start: 11-8-2021**

**Intended End: 12-16-2024**

**Total Cost Over Contract Term: \$21,985.00**

**Approved by: Tadashi Nakadegawa**

**Is Vendor a local Oakland Business or have they meet the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

Millennium Consulting was selected through RFP process based on scores to provide environmental services based on District’s knowledge of Consultant’s demonstrated competence and professional qualifications from similar projects. Given the Consultant’s experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified as the most reasonable price.

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

Consultant will provide environmental services, to collect, log and test samples in a certified laboratory of suspected hazardous materials; prepare a hazardous material survey report and written specifications, including drawings that identify the location of hazardous materials; provide onsite monitoring & perimeter testing during removal of hazardous materials; provide final clearance and final close out report.

**Was this contract competitively bid?  Check box for “Yes” (If “No,” leave box unchecked)**

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

The RFP process includes review/scoring of proposals submitted. The District received proposals and interviewed other vendors. Millennium Consulting Associates price was fair and reasonable compared to the prices submitted by the other responding consultants.

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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 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:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)

- 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 \$96,700 (as of 1/1/21)
- 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:

- o Consultant is providing environmental services which are based on demonstrated competence and professional qualifications from similar projects associated with the Laurel Child Development Center Project for the District.

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **November 8, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Millennium Consulting Associates** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Millennium Consulting Associates will collect, log and test samples in a certified laboratory of suspected hazardous materials; prepare a hazardous material survey report and written specifications, including drawings that identify the location of hazardous materials; provide on-site monitoring & perimeter testing during removal of hazardous materials; provide final clearance and final close out report. The Basic Services include all work described in the October 21, 2021, proposal, which is attached to this Agreement as Exhibit A. Contractor may only provide other services (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **November 8, 2021**, and shall terminate upon completion of the Services, but no later than **December 16, 2024** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. 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, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in Exhibit B for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed TWENTY-ONE THOUSAND NINE HUNDRED EIGHTY-

FIVE Dollars NO/100 (\$21,985.00), which consists of a not-to-exceed amount of SEVENTEEN THOUSAND NINE HUNDRED EIGHTY-FIVE Dollars NO/100 (\$17,985.00) for performance of the Basic Services, and a not-to-exceed amount of FOUR THOUSAND Dollars (\$4,000.00) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. 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 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.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the

an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

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

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

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

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\_\_\_\_\_. [Attach and sign additional pages, as needed.]

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

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

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

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

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

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

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

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

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local



laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

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

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

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

23. **Time.** Time is of the essence to this Agreement.

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

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

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

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

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

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

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

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

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

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

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

\* \* \* \* \*

Address for District Notices:

Oakland Unified School District  
Attn: Tadashi Nakadegawa, Deputy Chief  
955 High Street  
Oakland, CA 94601  
510-535-2728

Address for Contractor Notices:

Millennium Consulting Associates  
Attn: Jeremy Malson, CIH, CSP  
401 Roland Way, Suite 250  
Oakland, CA 94621  
925-808-6700

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Shanthy 12/2/2021  
Shanthy Gonzales, President, Date  
Board of Education

Kyla Johnson-Trammell 12/2/2021  
Kyla Johnson-Trammell, Superintendent Date  
Secretary, Board of Education

Tadashi Nakadegawa 11/5/21  
Tadashi Nakadegawa, Deputy Chief, Date  
Facilities Planning & Management

**CONTRACTOR:**

**Millennium Consulting Associates**

By: [Signature]

Title: President Date: 10/28/21

**Approved As To Form:**

[Signature] 11/3/21  
OUSD Facilities Legal Counsel Date

**Exhibit A**

**Proposal**

# EXHIBIT A



"Providing Premier Environmental & Industrial Hygiene Services Since 1986"

Corporate Office  
4683 Chabot Drive  
Suite 380  
Pleasanton, CA 94588  
925 808 6700

October 21, 2021

Proposal Number P21-2284

Ms. Juanita Hunter  
Department of Facilities Planning and Management  
Oakland Unified School District  
955 High Street, Oakland, CA 94601

**Subject: Proposal for Pre-Demolition Hazardous Material Survey for the Laurel Child Development Center – 3825 California Street, Oakland, CA 94619**

Sent by e-mail: [juanita.hunter@ousd.k12.ca.us](mailto:juanita.hunter@ousd.k12.ca.us)

Dear Ms. Hunter:

Millennium is pleased to present this proposal to perform a pre-demolition hazardous material survey for the Oakland Unified School District's project to demolish a single-story 7,235 square foot building and associated play areas associated with the Laurel Child Development Center at the campus of the Laurel Elementary School located at 3825 California Street, Oakland, CA 94619. The buildings are scheduled to be demolished as part of the ongoing modernization of the school campus.

## STATEMENT OF QUALIFICATIONS

Millennium Consulting Associates ("Millennium," *A MECA Consulting, Inc. Company*) is a privately held consulting firm originally founded in 1998 with offices in Oakland, Pleasanton, Los Angeles, Sacramento, and San Luis Obispo. Millennium is registered the City of Oakland as a certified Small Local Business Enterprise (SLBE, Certification No. 7795) and with the California Department of General Services as a Small Business Enterprise micro and is registered as an S corporation.

Millennium is a specialized technical consulting firm. Our core services include **Building Science Consulting** involving hazardous materials assessment, remedial design, cost estimating, and abatement/ demolition management services within the built environment; **Certified Industrial Hygiene Consulting** including evaluation of chemical, physical and biological hazards in the workplace and construction environment and **Environmental Engineering Consulting** including evaluation of chemical and related environmental hazards in the soil and external environment.

## Asbestos and Lead Consulting and Management Services

Millennium provides asbestos consulting, focusing on custom-designed programs. The company approach is to work with clients to determine the best approach for asbestos sampling and management at their facility, taking into account budgets, industry, time constraints, personnel and regulatory compliance. Millennium's technical and project associates employ state of the art bulk sampling and analyses protocols.



Millennium provides services for the analysis of lead in paint, soil, air, and drinking water. Consultation services include surveys to identify lead problems and the design of safe and responsible procedures for the removal of lead paint and to control lead dust and contaminated debris while reducing cleanup costs. Millennium provides the necessary detailed specifications where exterior and internal surfaces coated with lead paint must be abated using impact methods. Millennium also designs worker health and safety plans for lead removal activities and provides construction monitoring of lead projects to prevent worker and third-party exposure to lead dust. Some of Millennium's specialties include lead abatement management of housing, exterior steel structures, industrial/commercial facilities, bridges, tunnels, and naval vessels, as well as working with architects on historical properties, and providing expert testimony in litigation.

### **Millennium Personnel**

Millennium is one of the largest multi-disciplined firms specializing in the built environment in California. Millennium is most qualified for this contract due to our extensive experience within the educational sector providing environmental consulting services. Over the past 23-years, our team has performed similar services in size and scope to colleges and educational districts. The size of in-house and local resources available along with the diverse technical skill sets are an asset that Millennium will bring to support the Oakland Unified School District. Millennium has a reputation with our clients for providing superior and reliable service.

Mr. Alain Grissette will be dedicated to serving Oakland Unified School District. Mr. Grissette is an experienced Industrial Hygiene Manager with a demonstrated history of working in the environmental services industry at a high level. He has 18-years of experience in the environmental consulting field, providing field support, field assessments, program management, and client interface. Mr. Grissette is also a local resident and is dedicated to assisting the District in all modernization projects that improve the educational experience for all OUSD students and their families.

### **PROPOSED SCOPE OF WORK:**

#### **Task 1 – Hazardous Material Survey**

As part of Task 1, Millennium will provide professional visual inspection, bulk sample collection, and testing services necessary to determine the presence of asbestos-containing building materials (ACBMs) as defined in the Asbestos Hazard Emergency Response Act (AHERA) and regulated asbestos containing materials (RACM) as defined by NESHAPS and Bay Area Air Quality Management District (BAAQMD) in addition to the other contaminants of concern as listed in the RFP/Q in section (c)(1) (e.g., lead, PCBs, other regulated materials).

A Certified Site Surveillance Technician (CSST) or Certified Asbestos Consultant (CAC) will collect bulk samples of building materials of suspect asbestos containing materials. Bulk samples will be collected to conform to AHERA sampling protocols for TSI and surfacing (where present). Two samples of suspect bulk materials identified as Miscellaneous will be collected to conform to recent EPA guidance.

Collected bulk samples of suspect asbestos containing building materials will be submitted to EMSL Inc. for testing. EMSL is accredited by the National Institute of Standards and Technology's National Voluntary Laboratory Accreditation Program (NVLAP) for the analysis of asbestos in bulk samples by EPA Method 600/R-93/116 (standard PLM and point counting methods). Asbestos Analyses will be conducted on a two-day TAT (not including shipping). Collection of bulk samples of asphalt and concrete that will be disturbed by the planned demolition will be collected for asbestos content determination. Based on recent EPA determination, analysis of asphalt and concrete demolition waste that will be recycled may need to be tested for asbestos in order to obtain a demolition permit.

Millennium will collect bulk samples for lead content determination from building components scheduled for demolition (floors, walls and ceilings, asphalt paving). Bulk samples will be collected by a Certified Lead Sampling Technician (CLST) or Certified Lead Inspector/Assessor (CLI/A). Lead sampling conducted by the CLST will be performed under the direction of a CLI/A. Bulk lead samples will be submitted to EMSL Analytical, Inc. for total lead and TTLC by EPA Method 3050B/7000B. Testing for soluble lead by CAL WET and TCLP test methods is not included for initial waste characterization.

Millennium will collect bulk samples for polychlorinated biphenyl's (PCBs) as described in the Bay Area Stormwater Management Agencies Associations (BASMAA) "Managing PCBs-Containing Building Materials during Demolition: Guidance, Tools, Outreach, and Training" dated November 2019. It is the intent of this sampling to assess materials for PCBs. However, the building for this project is likely exempt from this local guidance rule. As such, the cost proposal is for a PCB screening and not intended to be fully compliant with the sampling protocol in the BASMAA document. Millennium will collect samples of caulk from windows, doorframes, roofing materials and concrete joints to be analyzed for polychlorinated biphenyls (PCBs) using EPA Method 8082.

The site building is in operation year-round (7:00 a.m. thru 6:00 p.m. Monday thru Friday). Survey(s) and sampling will be scheduled to be performed off-hours after 6:00 p.m. Monday thru Friday or on a Saturday.

## **Task 2 – Hazardous Material Survey Report**

Upon receipt of the laboratory results, the data will be reviewed and interpreted to prepare a written hazmat survey report. The report will include drawings showing the sample locations. If materials are determined to be ACM (asbestos content > 1 %) or ACCM (asbestos content > 0.1% and ≤ to 1%), the materials will be identified on the drawings. Results of all asbestos, lead, and PCB bulk sample results and ORM categorization will be presented in tabular format. All drawings in the survey report will be maximum 24" x 36" format.

The report will include a table identifying building materials that will require additional waste characterization to determine the appropriate method of disposal and universal wastes that will require special handling and disposal.

The report will also include an appendix that will include drawings and tables showing the location and estimate quantity of the contaminants of concern identified during the survey. The report will also include a summary of universal wastes that may require special handling and disposal during the

renovation (e.g. mercury containing lighting systems, PCB containing electrical ballasts and/or transformers, refrigerants, chemicals, solvents, heating oils and hydraulic fluids).

### **Task 3 – Hazardous Materials Specifications and Drawings**

Millennium will prepare project-specific hazardous material construction documents. The hazardous material specifications shall address contractor qualifications submittals, removal and decontamination procedures, proper worker protection and final clearance criteria. Millennium will utilize our standard hazardous material specifications for asbestos and lead.

Hazardous material specifications will include the following:

- 01050 General Contractor Health and Safety Requirements;
- 02010 Summary of Hazardous Materials and Work;
- 02080 Asbestos-Related Work;
- 02090 Lead-Related Work; and
- 02095 PCB Ballasts, Universal Wastes, Other Regulated Materials.

Also, as part of this task, Millennium will develop hazardous material related construction drawings. The drawings will show the approximate location of hazardous materials to be removed. Drawings will be full size and will utilize backgrounds to be provided by the project architect. The hazardous material related construction drawings will be incorporated into the Project Drawing set.

### **Task 4 – Abatement Oversight and Onsite Monitoring**

Provide on-site services during the abatement and hazardous material demolition phase, which includes pre-project submittal review, daily oversight and reporting during field activities, clearance documentation and a project closeout report. Based on the above, the primary project objectives to be incorporated into this project scope are identified as follows:

1. Attend and participate in the Pre-construction Meeting. The purpose of this meeting is to review and discuss duties of all parties and the procedures for the conduct of the work, including testing and clearance criteria to be used.
2. Meet with Project Manager and/or the project architect/engineer, and the Contractor to establish regulated areas, barrier and sign locations, the decontamination zone, location of HEPA air discharge and other project requirements, as applicable.
3. Provide project inspection, project monitoring and hazardous materials removal oversight to ensure contractor's compliance with the project contract documents and applicable laws and regulations, during hazardous materials removal from the project site. This task includes:
  - a. Providing all equipment, transportation, and staff to complete the third-party oversight for the duration of the hazardous materials-related project tasks.
  - b. The collection and analysis of applicable samples related to the monitoring and clearance of affected project areas.



- c. Review specifications, changes, work plans, shop drawings, change orders, and equipment and material lists submitted by the contractor.
  - d. Providing air monitoring to include perimeter area sampling outside the designated work areas during the work, and clearance sampling as required to ensure compliance with accepted industry practices and regulations. Scope shall include setting up four (4) devices, one for each building elevation, and collect ambient air samples, one sample every 4 hours during abatement activities.
  - e. Review work practices of the contractor.
  - f. Ensure the contractor has obtained all permits, licenses and approvals necessary to complete the hazardous materials removal.
  - g. Ensure that the contractor has processed all regulatory notifications.
  - h. Complete Daily Inspection Reports, accident reports, and notices of violation.
4. Review for approval the hazardous materials contractor's work plan, schedule, submittals, employee training reports, current physical examination reports, transporter's vehicle registrations, manifests, weight-master certificates and forms/notifications submitted to the Air Pollution Control District, DOSH and/or CDPH, and/or other governmental agencies as necessary.
5. Evaluate all conditions leading to change order work and develop code compliant technical language to be incorporated into project change orders. Evaluation of contractor's change order proposals shall include cost and quality control as well as technical and code requirements.
6. Communication
- a. Coordinate with the Project Manager to provide written notice to all employees working in or adjacent to the project area prior to the start of the project, indicating the start, expected completion dates of the abatement work, and length of disturbance.
  - b. Work directly with the hazardous materials removal contractor to schedule air-monitoring and regulated work area inspections.
  - c. Submit the proposed date of tests and inspections to the Client for review and approval.
7. Reports
- a. Provide Daily Inspection Report at the end of each inspection day. Daily Reports shall include daily work logs, testing data sheets, notices to contractor, certificate of completion, and contractor personnel logs.

- b. Report air monitoring, and weather conditions.
- c. Report regular observation of the contractor's work practices.
- d. Provide a comprehensive record file and field notes, listing any improper hazardous materials practices noted by observation personnel.

8. Safety

- a. Millennium shall monitor the contractor's work progress with Project Manager and/or project architect/engineer, and shall report any deviations or discrepancies, in writing, along with proposed mitigating measures, to the project architect/engineer.
- b. Notify the designated representatives immediately if, in Millennium professional judgment, an emergency or unsafe condition exists.
- c. Any breach of health or safety procedure (federal, state, county, or local) shall be documented and the appropriate actions initiated at the direction of Millennium.

9. Reporting and Project Closeout

- a. Final clearance: Millennium will perform final clearance sampling using procedures specified in AHERA, or other methods as appropriate, in accordance with the specifications and OUSD requirements.
- b. Records and Documentation Verification: Millennium will submit a written report to which will incorporate all documentation to include a Daily Log of site activities, copies of all permits, bills of lading, manifests, disposal forms and receipt, and an operation summary. Millennium DOSH-certified materials personnel will sign the report.
- c. Records and Documentation Verification: Millennium will verify that the contractor has submitted all records and documentation required in the asbestos and lead-containing contract documents and specifications and will advise in writing if additional submittals are required.
- d. Records Maintenance: Millennium will maintain complete records of all correspondence, contractor submittals, submittals to governmental agencies, air monitoring reports, project records, and inspection reports.
- e. Close-Out Submittals: At the completion of the project Millennium will prepare final closeout documentation in the form of a Project Manual, including a project summary and copies of all relevant field paperwork and testing data.

**Exhibit B**  
**Hourly Rates**

**TIMETABLE:**

Millennium proposes to begin performing Task 1 within five days upon receipt of written Notice to Proceed. All samples will be analyzed at 1-week minimum turnaround times. The final report of results (Task 2) will follow in approximately two weeks after receipt of all analytical results (about 10 days following completion of field work).

**FEE SCHEDULE:**

The pre-demolition hazmat survey will be performed on a time and materials, not-to-exceed (T&M, NTE) basis for an estimated fee of \$21,985. The fee is broken down by task in Table 1. Additional sample analyses will be performed at the contract fixed unit rate on the attached fee schedule. A detailed schedule of Consultant hourly billing rates is included as an attachment to this proposal.

**Table 1  
 Task Fee Estimate Summary Table**

Task	Contract Method	Fee (\$)
Task 1 – Asbestos/Lead Field Survey	T&M, NTE	\$2,790
Task 1a – Analytical	T&M, NTE	\$3,745
Task 2 – Survey Report	T&M, NTE	\$1,600
Task 3 – Hazmat-Related Specification & Drawings	T&M, NTE	\$1,750
Task 4 – Oversight & Onsite Monitoring	T&M, NTE	\$5,575
Task 5 – Close-out Report	T&M, NTE	\$2,525
<b>Subtotal</b>	-	<b>\$17,985</b>
Contingency	T&M, NTE	\$4,000
<b>Total</b>		<b>\$21,985</b>

Assumptions made in preparing the fee estimate are as follows:

- Survey can be completed in one day (10 hours) by a team of two inspectors (includes bulk sample collection, and sample COC preparation).
- Client will provide access to the building interiors.
- The pre-demolition survey will require making penetration into exterior and interior walls, floors and ceilings, and exterior asphalt paving using relative non-invasive methods.
- Client will provide drawings for the building in AutoCAD format. If not available, Millennium will provide sketches of the buildings.

Professional Fees

FEE SCHEDULE 2021

<i>Labor Classifications</i>	<i>Straight Time/Hr.</i>
Managing Principal	\$195
Senior Principal	\$185
Principal	\$175
Program Manager/Director	\$160
Registered Professional	\$160
Senior Professional	\$140
Project Professional	\$120
Senior Staff Professional	\$110
Staff Professional	\$100
Senior Field Technician	\$85
Field Technician	\$75
CAD/Graphics Specialist	\$70
Administrative Support	\$65

**Other Direct Costs**

Laboratory Analysis

All analysis: Cost + 15%

Equipment

OVA-PID \$95/day  
 Thermal Camera \$150/day  
 Niton XRF \$195/day  
 Hand Auger Equipment \$25/day  
 Other equipment Rental Rate + 15%

Other

Mileage Current IRS rate  
 Sample Shipment Cost + 15%



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2021

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).

<b>PRODUCER</b> Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	<b>CONTACT NAME:</b> Brenda Todd	
	<b>PHONE (A/C, No, Ext):</b> 800-746-0048	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> service@vanoppenco2.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Travelers Property Casualty Company of America		25674
<b>INSURER B :</b> Crum & Forster Specialty Insurance Company		44520
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** MECAC-1  
 MECA Consulting, Inc. dba Millennium Consulting Services  
 4683 Chabot Drive, Ste 380  
 Pleasanton CA 94588

**COVERAGES**

CERTIFICATE NUMBER: 115428099

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL(Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-133936	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EPK-133936	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$	Y	Y	EFX-116923	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 XS GL/CPL/E&O/AL/EL \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4K715282	5/1/2021	5/1/2022	<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
B	Professional Liability "Claims Made" Retro: 07/26/1995			EPK-133936	2/1/2021	2/1/2022	Each Claim 1,000,000 Aggregate 2,000,000 Subject to GL Agg

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

Oakland Unified School District, its agents, representatives, officers, consultants, employees, Board of Trustees, and members of the Board of Trustees are included as an Additional insured on the General Liability as per written contract. Coverage is Primary and Non-Contributory and a Waiver of Subrogation applies per written contract. 30 Day Notice of Cancellation is provided to the FIRST Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 Attn: Juanita Hunter  
 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 & MANAGEMENT ROUTING FORM**

Project Information			
<b>Project Name</b>	Laurel Child Development Center Replacement Project	<b>Site</b>	131
Basic Directions			
<b>Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.</b>			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Millennium Consulting Associates	Agency's Contact	Jeremy Malson
OUSD Vendor ID #	New Vendor	Title	Principal
Street Address	401 Roland Way, Suite 250	City	Oakland State CA Zip 94621
Telephone	925-575-1427	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 #	17126		

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	11-8-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-16-2024
		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)	\$21,985.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9650 9750	Fund 21, Measure J	210-9650-0-9750-8500-6170-131-9180-9905-9905-9999-99999	6170	\$21,985.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
	<b>Executive Director, Facilities Planning and Management</b>			
	Signature			Date Approved 11/5/2021
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	Signature	Lezano Smith, as to form only		Date Approved 11/3/21
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	Signature			Date Approved 11/5/21
4.	<b>Chief Financial Officer</b>			
	Signature			
5.	<b>President, Board of Education</b>			
	Signature			Date Approved 12/2/2021