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Introduction Date	04-22-2026
Enactment Number	
Enactment Date	



Memo

To Board of Education

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

Board Meeting Date April 22, 2026

Subject Amendment No. 1, General Services Agreement – Rincon Consultants, Inc. – Brownfield Assessment and Cleanup Work-Plan at The Center 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 for additional environmental services related to the grant awarded by the Department of Toxic Substances and Control (DTSC) for The Center Project. Expanded work is required after the Alameda County Environmental Health Department requested further testing and analysis beyond the original scope. Additionally, DTSC afforded all grant applicants the opportunity to apply for an extension to the grant due date. OUSD applied and was subsequently approved for the additional time for the **Brownfield Assessment and Cleanup Work Plan at The Center Project**, as outlined in the Proposal dated March 12, 2026, attached to this Amendment as Exhibit A, in an additional total amount of \$156,568.00, increasing Agreement’s total not-to-exceed amount from \$772,984.80 to \$929,552.80, and extending the term of the Agreement from June 5, 2025 through December 31, 2026 to December 31, 2027, an (additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion The amendment reflects additional testing and analysis required by the Alameda County Environmental Health Department (ACEHD) following initial investigations, as well as an extended project schedule resulting from DTSC’s approval of a grant extension available to all awardees. OUSD applied for and received approval for this extension to complete the Brownfield Assessment and Cleanup Work Plan. All additional costs are fully covered through the DTSC grant and do not result in any additional financial impact to the District.

LBP (Local Business Participation Percentage) 0.00%

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 for additional environmental services related to the grant awarded by the Department of Toxic Substances and Control (DTSC) for The Center Project. Expanded work is required after the Alameda County Environmental Health Department requested further testing and analysis beyond the original scope. Additionally, DTSC afforded all grant applicants the opportunity to apply for an extension to the grant due date. OUSD applied and was subsequently approved for the additional time for the Brownfield Assessment and Cleanup Work Plan at The Center Project, as outlined in the Proposal dated March 12, 2026, attached to this Amendment as Exhibit A, in an additional total amount of \$156,568.00, increasing Agreement’s total not-to-exceed amount from \$772,984.80 to \$929,552.80, and extending the term of the Agreement from June 5, 2025 through December 31, 2026 to December 31, 2027,

an (additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact

Fund 35, County School Facility

Attachments

- Amendment No. 1, including exhibits
- Routing Form
- File ID: 25-1286

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Rincon Consultants, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **June 12, 2025** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Brownfield Assessment and Cleanup Work-Plan at The Center Project** as follows and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional environmental services as required by ACEHD, due to expanded schedule and increase scope of work, as described in the Proposal dated March 12, 2026, attached to this Amendment as Exhibit A.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extending the current end date of December 31, 2026, to December 31, 2027, by an additional (365) days.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>One Hundred Fifty-Six Thousand Five Hundred Sixty-Eight Dollars No/100 (\$156,568.00)</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not-to-exceed total contract price was <u>Seven Hundred Seventy-Two Thousand Nine Hundred Eighty-Four Dollars 80/100 (\$772,984.80)</u>, and after this amendment, the not-to-exceed total contract price will be: <u>Nine Hundred Twenty-Nine Thousand Five Hundred Fifty-Two Dollars 80/100 (\$929,552.80)</u>.</p>			

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

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

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

Date



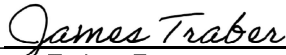
Preston Thomas (Mar 26, 2026 14:36:26 PDT)

Preston Thomas, Chief Systems &
Services Officer

Mar 26, 2026

Date

Approval as to form:



James Traber, Esq.
General Counsel, Facilities,

3/23/2026

Date

CONTRACTOR: Rincon Consultants, Inc.



3/20/2016

Contractor Signature

Date

James Schwartz, Principal
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Rincon Consultants, Inc.

1. Detailed Description of Services to be provided: To provide additional environmental services as required by ACEHD, due to expanded schedule and increase scope of work, as described in the Proposal dated March 12, 2026, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

<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

March 12, 2026
Rincon Project No. 25-17504

Tanisha L. Bacon
Cordoba Corporation
Oakland Unified School District
Via email: tanisha.bacon@ousd.com

**Subject: First Contract Amendment for The Center
2850 West Street, Oakland, California**

Dear Ms. Bacon:

Rincon Consultants, Inc. (Rincon) has prepared this first contract amendment for The Center project, located at 2850 West Street, in Oakland, California (the site). Rincon recently completed site assessment at the site in accordance with the recently completed Conceptual Site Model and Site Assessment Work Plan (Work Plan). The Alameda County Environmental Health Division (ACEHD) is providing regulatory oversight for the project.

This change order is in response to several additional elements required by ACEHD, the implementation of a more robust greenhouse, the discovery of a metallic object during the recent site assessment, a higher level of coordination with scientific partners, and a recommendation for a more robust background metals evaluation.

Each of these elements is discussed below.

Task 5 Temporary Fencing

ACEHD requires that temporary fencing be installed around the project area to prevent unauthorized access and to mitigate fugitive dust emissions. Rincon has contracted with a rental company to deliver and install the temporary fencing; the original fence rental term was for six months, ending in March 2026. This task also includes budget for an additional six month rental term, costing **\$5,064**. Additionally, on December 30, 2025, rental company staff mobilized to the site to upright the fence, which had fallen over in a windstorm; this mobilization incurred **\$1,419** in additional fees.

Assumptions

- The rental company delivered, installed, and will remove the temporary fence.
- Rincon will oversee the installation of the fence over the course of four hours.
- The total rental term is for 12-months, expected to end in August 2026; if the fencing is required to be in place for a longer duration, a further amendment will be required.
- The rental company will charge mobilization fees for maintenance on the fence; if maintenance is required, a further amendment will be required.
- The fence is equipped with windscreens; Rincon is not responsible for damage to the windscreens.
- The fence is equipped with stand weights; Rincon is not responsible for damage to the fence or injuries should the fence collapse or fall over.



Task 6 Dust Monitoring

ACEHD required that dust concentrations be monitored at the downwind project fence lines to provide data that demonstrates that fugitive dust concentrations were contained onsite during site assessment operations. Rincon utilized three AM520 SidePak dust monitors fitted with PM10 impactors to log dust concentrations; the dust monitors logged data for each day of excavation (nine days total). The total costs for dust monitoring were **\$5,296**.

Task 7 Additional Analytical Costs

Prior to being awarded the contract and negotiations with ACEHD, Rincon estimated an analytical budget based on the assumptions included in the original proposal. ACEHD has subsequently expanded the scope of investigation, requiring collection of additional samples and inclusion of additional analyses beyond those originally scoped. Rincon’s original assumptions and the final scope of work are summarized below.

Table 1 Comparison of Original Assumptions to Final Scope for Analytical Program

Original Assumption	Final Scope of Work
67 total borings	72 total borings
Samples from four depth intervals	Samples from five depth intervals
Analyze five groundwater samples	Analyze eight groundwater samples
Analyze four grab groundwater samples	Analyze five grab groundwater samples
Analyze eight capillary fringe samples	Analyze nine capillary fringe samples
Analyze 45 samples for asbestos	Analyze 144 samples for asbestos
Analyze polychlorinated biphenyls (PCBs) with standard extraction	Analyze PCBs with Soxhlet extraction
Up to 284 soil samples collected into EPA Method 5035 kits	Up to 378 samples collected into EPA Method 5035 kits
Analysis with silica gel clean-up	Analysis with gel permeation chromatography cleanup

In addition to the assumptions above, Rincon assumed in the original proposal that all samples would be analyzed for all analytes to provide a “worst-case” scenario cost estimate, which totaled **\$273,906**. Due to the added samples and analyses, the final cost of analysis and time to interpret and manage analytical results, the final cost totaled **\$295,008**; therefore, Rincon respectfully requests **\$21,102** to provide for the difference.

Task 8 Additional Drilling Costs

As discussed above, ACEHD required an additional five soil borings, a fifth sample interval for each boring, and an additional grab groundwater sample. These additions exceed the assumptions included in the original proposal for the drilling costs, and increased the number of days and materials required to complete the drilling program; therefore, Rincon respectfully requests a **\$25,104** budget augmentation to provide for the increased scope.

Task 9 Bi-weekly Meetings

At the commencement of the project, ACEHD directed that bi-weekly meetings be held with the project team to coordinate the site assessment and bench-scale test efforts. Rincon’s original proposal included time for as-needed meetings; however, regular bi-weekly meetings with the principal in



charge, the project manager, and the deputy project manager are out of scope. Therefore, Rincon respectfully requests a budget augmentation to capture the time already spent on bi-weekly meetings (totaling **\$10,963**) and for twelve months of future bi-weekly meetings (12 total meetings) including the project manager, to account for the out of scope meeting time; going forward, the principal in charge and deputy project manager’s participation in meetings will be reduced to conserve the budget. Therefore, Rincon respectfully requests an additional **\$10,584** to provide for the next 12 months of bi-weekly meetings.

Assumptions

- The project manager will attend up to 24 one-hour bi-weekly meetings for 12 months; if additional routine meetings are required, an additional amendment may be requested.
- If Rincon staff beyond those listed above are required to join the bi-weekly meetings regularly, an additional amendment may be requested.

Task 10 Additional Field Program Factors

The assumptions included in Rincon’s original proposal for the field program were exceeded due to additional factors required by ACEHD and unanticipated conditions encountered during field work. This added effort increased the number of field days needed relative to what was estimated in the proposal.

Table 2 below summarizes the original assumptions, the final scope of work, and the reason for the added level of effort.

Table 2 Comparison of Original Assumptions to Final Scope for Field Program

Original Assumption	Final Scope of Work	Reason
67 total borings	72 total borings	ACEHD Directive
Samples from four depth intervals	Samples from five depth intervals	ACEHD Directive
Up to 284 soil samples collected into EPA Method 5035 kits	Up to 378 samples collected into EPA Method 5035 kits	ACEHD Directive
8 borings to groundwater	9 borings to groundwater	ACEHD Directive
8 borings to capillary fringe	10 borings to capillary fringe	ACEHD Directive
Capillary fringe anticipated above 10 ft bgs	Capillary fringe encountered below 10 ft bgs	Field Conditions
Encounter groundwater at 6 – 10 ft bgs	Encountered groundwater beyond 10 ft bgs	Field Conditions
One day to develop monitoring wells	Two days to develop monitoring wells due to unstable turbidity	Field Conditions
One day to sample groundwater wells	Two days to sample groundwater wells due to slow flowing groundwater	Field Conditions

Rincon originally assumed that the field program duration would be 8 days; however, due to the factors summarized on Table 2 above, the field program duration was 12 days as follows: 9 days to complete soil borings, monitoring well installations, and initial well development effort; 1 day to continue well development; and 2 days to sample groundwater. These added effort resulted in an exceedance of **\$7,545** over the original estimated budget.



Task 11 CSM/Workplan Cross Section

ACEHD required that two geologic cross sections be prepared as an element of the Conceptual Site Model/Site Assessment Work Plan (Work Plan). While figures are an element of each of our submittals, the original proposal did not assume that labor-intensive cross sections showing on and off-site lithology, sample points, and contamination would be required. The added effort of researching adjacent site cases, interpreting and transferring lithologic and chemical information, and preparing the cross sections resulted in an exceedance of the Work Plan budget of **\$3,237**.

Task 12 Greenhouse Implementation and Metallic Object Investigation

Rincon's original proposal assumed that a makeshift hoop house would be installed at the site to house the bench-scale study. Based on the results of the site assessment and the ECRG term extension, a larger and more robust hoop house is warranted. Additionally, during the site assessment field program, a metallic object was encountered at shallow depths in boring B39. ACEHD has indicated that they will require investigation into the nature of the object.

Rincon will use a sub-contractor to 1) support installation of the hoop house and 2) implementation of the pot experiments, and 3) to excavate the metallic object and ascertain its nature. The added costs for these items totals **\$17,950**.

Assumptions

- OUSD will retain the hoop house after the bench-scale study is complete.
- These costs do not include the disassembly or moving of the hoop house after the bench-scale study.
- These costs do not include the implementation of any electrical connections.
- The same contractor that will support hoop house implementation will support the metallic object investigation, and can mobilize at the same time as hoop house construction to increase efficiency
- These costs include a budget for metallic object investigation only; if the object is determined to be an underground storage tank (UST) or other object that requires special disposal or regulatory action, a change order will be needed.
- Soil samples are not included in this scope of work.
- Rincon will be present to oversee and direct the object investigation.
- The excavation will not require shoring or other engineered elements, and will be backfilled with the native soil that is removed from the excavation pit.
- Formal reporting will not be required; if a report is required by ACEHD, a change order may be requested.

Task 14 Project Management

Rincon respectfully requests a project management augmentation to provide for 1) the extension of the bench-scale study, 2) anticipated engagement with the Department of Toxic Substances Control (DSTC) toxicologist, 3) ECRG amendment support (including presentation preparation and participation), 4) an anticipated increase in meetings with OUSD representatives and 5) increased collaboration with the University of California at Berkeley (UCB) partners. An increased level of communication with UCB has been warranted to meet several challenges, including pairing the contaminants detected onsite to the appropriate phytoremediation plant species, sourcing the plant species, establishing monitoring and data collection protocols for the bench-scale test, and



maintaining up-to-date information on seedling growth. These factors have prompted a standing bi-weekly meeting with UCB, in addition to as-needed meetings. Rincon respectfully requests **\$24,672** for project management through the next twelve months, **\$9,696** for meetings (inclusive of DTSC and UCB meetings), and **\$4,830** for ECRG amendment support.

Task 15 Background Metals Evaluation

ACEHD required that the Work Plan use Tier 1 Environmental Screening Levels (ESLs) to identify site constituents of concern (COCs). However, Tier 1 ESLs are highly conservative, and many metals commonly occur in the environment at naturally occurring concentrations that exceed these thresholds. ACEHD signaled that a rigorous evaluation would be necessary to demonstrate when elevated metal concentrations reflect background conditions rather than site-related impacts. Establishing that these metals are not anthropogenic (human-derived) is critical, because if they are classified as COCs, significantly more remediation (and associated cost) would be required. To address this, Rincon included a robust background metals evaluation in the site assessment report to help reduce unnecessary clean-up obligations. The ACEHD appeared to find the methods and outcomes acceptable. The background metals evaluation incurred a cost of **\$2,858**.

Task 16 Groundwater Monitoring Event

Per conversations with ACEHD, groundwater monitoring will be required at the site. This task includes budget to complete one groundwater monitoring event, which will include sampling all four onsite monitoring wells, and collecting up to five groundwater samples (including a QA/QC duplicate). Each sample will be submitted to a laboratory for analysis of the following:

- VOCs by EPA Method 8260B;
- TPH-g-d-o and Stoddard solvent by EPA Method 8015M;
- Title 22 metals and hexavalent chromium (with laboratory filtration) by EPA Method 6010/7471
- Poly and perfluoroalkyl substances (PFAS) by EPA Methods 533 and 537.1.

Upon receipt of final laboratory results, a memorandum will be prepared that summarizes the sampling event and analytical results. The memorandum will include figures showing the locations of the monitoring wells, flow direction, and groundwater elevations, and will be signed and stamped by a Professional Geologist licensed to practice in California. The estimated cost for one groundwater monitoring event is **\$21,471**.

Assumptions

- Samples will be analyzed on a standard, 7-day turn around time.
- This proposal includes budget for one sampling event; if additional sampling events are required by ACEHD, a change order will be required.
- This proposal does not include budget to revise the memorandum, as the memorandum will be a technical summary and ACEHD is unlikely to issue comments requiring revisions; if comments are issued that warrant revisions, Rincon may request a change order.
- Rincon will contract with a groundwater sampling sub-contractor to complete the scope.
- This proposal includes budget to off-haul IDW as non-hazardous; if hazardous waste is detected, a change order may be needed.



Task 17 Human Health and Ecological Risk Assessment

In collaboration with a DTSC toxicologist, Rincon will complete a Human Health and Ecological Risk Assessment (HHERA) to assess which detected contaminants are the risk drivers at the site and to identify constituents of concern (COCs). The HHERA will be completed in accordance with DTSC guidelines. The estimated cost for the HHERA is **\$16,113**.

Assumptions

- The HHERA will be issued as a PDF; a paper copy will not be produced.
- The HHERA can be completed given the estimated budget; if additional time is warranted and justified based on DTSC and/or ACEHD requirements, Rincon may request a change order.
- This proposal includes budget to respond to one round of revisions in response to comments issued by the DTSC; if additional revisions are warranted based on comments from the DTSC or ACEHD, Rincon may request a change order.

Task 18 Extended Bench-scale Study

Based on the 1-year extension of the ECRG, OUSD elected to extend the bench-scale study by six months, which will produce more robust scientific results that will inform an in-situ pilot test plot and full-scale implementation. This budget captures the additional analyses required to extend the study. The estimated cost to extend the bench-scale study is **\$32,599**.

Assumptions

- This proposal includes budget to extend the bench-scale study by six months; if additional extensions are warranted, Rincon may request a change order.
- This proposal does not include budget to implement an in-situ test plot; if required by ACEHD or OUSD, a change order will be required.



Cost

As shown in Table 3 below, Rincon respectfully requests the following:

Table 3 Cost Summary

C01: On-going Environmental Services	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 5: Temporary Fencing		4.00	\$812.00	\$11,735.24	\$12,547.24
Environmental Scientist III	\$203.00	4.00	\$812.00		
Field Supplies & Equipment				\$11,690.24	
Vehicle Day Rate				\$45.00	
Task 6: Dust Monitoring Instruments		0.00	\$0.00	\$5,296.50	\$5,296.50
Field Supplies & Equipment				\$5,296.50	
Task 7: Augmented Analytical Budget		0.00	\$0.00	\$21,102.00	\$21,102.00
Laboratory Analysis				\$21,102.00	
Task 8: Additional Drilling Costs		0.00	\$0.00	\$25,104.48	\$25,104.48
Drilling Services				\$25,104.48	
Task 9: Bi-weekly meetings		36.00	\$21,547.00	\$0.00	\$21,547.00
Principal	\$318.00	12.00	\$3,816.00		
Supervisor Environmental Scientist I	\$282.00	24.00	\$6,768.00		
Already Completed Meetings			\$10,963.00		
Task 10: Additional Field Program Elements		0.00	\$7,545.00	\$0.00	\$7,545.00
Task 11: Workplan Cross-Section		0.00	\$3,237.00	\$0.00	\$3,237.00
Task 12: Greenhouse Implementation and Metallic Object Investigation		40.00	\$9,700.00	\$8,250.00	\$17,950.00
Supervisor Environmental Scientist I	\$282.00	20.00	\$5,640.00		
Environmental Scientist III	\$203.00	20.00	\$4,060.00		
General Contractor				\$8,250.00	
Task 13: Project Management and Meetings		139.00	\$39,198.00	\$0.00	\$39,198.00
Task 13.1: Project Management		88.00	\$24,672.00	\$0.00	\$24,672.00
Director	\$318.00	16.00	\$5,088.00		
Supervisor Environmental Scientist I	\$282.00	32.00	\$9,024.00		
Senior Environmental Scientist II	\$264.00	40.00	\$10,560.00		



Oakland Unified School District
Contract Amendment for On-going Environmental Services for The Center

Task 13.2: Meetings		34.00	\$9,696.00	\$0.00	\$9,696.00
Director	\$318.00	8.00	\$2,544.00		
Supervisor Environmental Scientist I	\$282.00	16.00	\$4,512.00		
Senior Environmental Scientist II	\$264.00	10.00	\$2,640.00		
Task 13.3: ECRG Amendment Support		17.00	\$4,830.00	\$0.00	\$4,830.00
Director	\$318.00	1.00	\$318.00		
Supervisor Environmental Scientist I	\$282.00	16.00	\$4,512.00		
Task 14: Background Metals Evaluation		13.00	\$2,858.00	\$0.00	\$2,858.00
Supervisor Environmental Scientist I	\$282.00	2.00	\$564.00		
Senior Environmental Scientist II	\$264.00	1.00	\$264.00		
Environmental Scientist III	\$203.00	10.00	\$2,030.00		
Task 15: Groundwater Monitoring Event		47.00	\$10,097.00	\$11,374.00	\$21,471.00
Task 15.1: Groundwater Sampling		15.00	\$3,045.00	\$3,630.00	\$6,675.00
Environmental Scientist III	\$203.00	15.00	\$3,045.00		
GW Sampling Contractor				\$3,630.00	
Task 15.2: Analytical Program		0.00	\$0.00	\$4,224.00	\$4,224.00
Laboratory Analysis				\$4,224.00	
Task 15.3: Groundwater Monitoring Report		28.00	\$6,240.00	\$0.00	\$6,240.00
Principal Supervisor Environmental Scientist I	\$318.00	1.00	\$318.00		
Supervisor Environmental Scientist I	\$282.00	4.00	\$1,128.00		
Senior Environmental Scientist I	\$246.00	6.00	\$1,476.00		
Environmental Scientist III	\$203.00	10.00	\$2,030.00		
Senior GIS Specialist	\$194.00	6.00	\$1,164.00		
Production Specialist I	\$124.00	1.00	\$124.00		
Task 15.4: Investigation Derived Waste Off-haul		4.00	\$812.00	\$3,520.00	\$4,332.00
Environmental Scientist III	\$203.00	4.00	\$812.00		
Waste Transportation/Disposal				\$3,520.00	
Task 16: Human and Ecological Health Risk Assessment		67.00	\$16,113.00	\$0.00	\$16,113.00
Principal Supervisor Environmental Scientist I	\$318.00	4.00	\$1,272.00		
Supervisor Environmental Scientist I	\$282.00	16.00	\$4,512.00		
Senior Environmental Scientist I	\$246.00	21.00	\$5,166.00		
Environmental Scientist III	\$203.00	21.00	\$4,263.00		
Senior GIS Specialist	\$194.00	4.00	\$776.00		
Production Specialist I	\$124.00	1.00	\$124.00		
Task 17: Extended Bench-Scale Test Costs		0.00	\$0.00	\$32,599.60	\$32,599.60
Laboratory Analysis				\$32,599.60	
Total		346.00	\$111,107.00	\$115,461.82	\$226,568.82
Total After \$70,000 Contingency Applied					\$156,568.82



The budget initially authorized for Rincon's scope of work was **\$772,984**, including a **\$70,000** contingency which has not been used, and which Rincon proposes to apply to the cost of this change order. The total cost of the scope of work included in this proposal is **\$226,568**; however, after applying the **\$70,000** contingency, the total change order amount is reduced to **\$156,568**, bringing the total authorized budget to **\$929,552**, below the **\$930,000** ECRG allocation. To authorize these costs, please issue a contract amendment for Rincon's review and approval.

Thank you for this opportunity to support your project. If you have any questions regarding this proposal, please contact Alex Cruz at 916-905-2683 or acruz@rinconconsultants.com.

Sincerely,

Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Alex Cruz".

Alex Cruz, PG
Senior Environmental Geologist

A handwritten signature in black ink, appearing to read "James Schwartz".

James Schwartz, PG
Principal

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Environmental Services for Brownfield Assessment -The Center	Site	184
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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
Telephone	510-834-4455	Policy Expires		Zip	94607
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 #	24159				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-12-2025	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)	12-31-2027

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	\$ 156,568.00
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
7710/9000	Fund 35	350-7710-0-9000-8500-5825-184-9180-9003-9999-24159	5825	\$156,568.00

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>Pranita Ranbhise</i>	Date Approved	Mar 26, 2026		
2.	Counsel, Department of Facilities				
	Signature <i>James Traber</i>	Date Approved	3/23/2026		
3.	Chief Systems & Services Officer				
	Signature <i>Preston Thomas</i> <small>Preston Thomas (Mar 26, 2026 14:36:26 PDT)</small>	Date Approved	Mar 26, 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	25-1286
Introduction Date	06-11-2025
Enactment Number	25-1003
Enactment Date	6/11/2025 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 11 2025

Subject General Services Agreement – Rincon Consultants, Inc.– Environmental Services for Brownfield Assessment and Cleanup Work Plan Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the District and **Rincon Consultants, Inc.**, Oakland, California, for the latter to provide environmental services for the **Brownfield Assessment and Cleanup Work-Plan Project at The Center**, in the not to exceed amount of **\$772,984.80**, which includes a not-to-exceed amount for Additional Services of **\$70,000.00**, with the work scheduled to commence on June 12, 2025, and expected to last until December 31, 2026.

Discussion Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq).

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval 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 environmental services for the Brownfield Assessment and Cleanup Work-Plan Project at The Center, in the not to exceed amount of \$772,984.80, which includes a not-to-exceed amount for Additional Services of \$70,000.00, with the work scheduled to commence on June 12, 2025, and expected to last until December 31, 2026.

Fiscal Impact Fund 35-County School Facilities

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. 25-1286

Department: Facilities Planning and Management

Vendor Name: Rincon Consultants, Inc.

Project No.: 24159

Project Name: Environmental Services for Brownfield Assessment and Cleanup Work Plan Project

Contract Term: Intended Start: June 12, 2025

Intended End: December 31, 2026

Total Cost Over Contract Term: \$772,984.80

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 through an RFP/Q process.

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

The consultant will provide environmental services for the Brownfield Assessment and Cleanup Work-Plan Project at The Center.

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?

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.)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **June 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 Brownfield Assessment and Cleanup Work-Plan Project at The Center (“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 **June 12, 2025**, and shall end on **December 31, 2026** (“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

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 **SEVEN HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND EIGHTY CENTS (\$772,984.80)**, which consists of a not-to-exceed amount of **SEVEN HUNDRED TWO THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND EIGHTY CENTS (\$702,984.80)** for performance of the Basic Services, and a not-to-exceed contingency amount of **SEVENTY THOUSAND DOLLARS (\$70,000.00)** 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 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.


40. **Unforeseeable Conditions.** The Contractor shall not be responsible for damage to the plants of the Project resulting from unforeseeable events beyond the Contractor's reasonable control, including but not limited to severe weather events, vandalism, unpreventable plant illness, pest infestation, or other unavoidable conditions, except for any damage resulting from the Contractor's negligence or willful misconduct. Notwithstanding any such events, the Contractor shall complete the Services at no additional cost to the District and within the Fees for Services specified in Section 5 of the Agreement.

Address for District Notices:
Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Preston Thomas

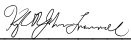
Address for Contractor Notices:
Rincon Consultants, Inc.—
66 Franklin Street, Suite 300
Oakland, CA 94607
Attn: Alex Cruz

Oakland Unified School District


Rincon Consultants, Inc.




Jennifer Brouhard, President,
Board of Education
Date 6/12/2025




Kyla Johnson-Trammell, Superintendent
& Secretary of the Board of Education
Date 6/12/2025



[Preston Thomas \(May 16, 2025 08:18 PDT\)](#)
Preston Thomas, Chief Systems & Services
Officer
Date 05/16/2025



James Traber, Esq.
Counsel, OUSD
Date 05/13/2025



Signature Date 5/12/2025
Torin Snyder, Principal

Print Name, Title

EXHIBIT A

Scope of Services

{SR801406}9

Oakland Unified School District Department of Facilities Planning and Management

Environmental Services for Brownfield Assessment and
Cleanup Work Plan Department of Toxic Substances
Control (DTSC) Equitable Community Revitalization Grant
(ECRG) Project

Oakland, CA • March 28, 2025



RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers



RINCON CONSULTANTS, INC. SINCE 1994

Rincon Consultants, Inc.

66 Franklin Street, Suite 300
Oakland, California 94607
510-834-4455
Fax: 213-788-4842

March 28, 2025

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

**Subject: Letter of Interest – OUSD Project No. 24159
Environmental Services for Brownfield Assessment and Cleanup Work Plan,
Department of Toxic Substances Equitable Community Revitalization Grant Project, The Center –
2580 West Street, Oakland, California 94608**

Dear Ms. Chatman:

Rincon Consultants, Inc. (Rincon) is pleased to submit this letter of interest and proposal to the Oakland Unified School District (the District) to provide environmental consulting services for The Center, located at 2850 West Street, in Oakland, California in response to the March 5, 2025 Request for Qualifications and Proposals (RFQ/P). Rincon is seeking the opportunity to collaborate with the District on this innovative project, which will provide significant community benefits, including environmental education, gardening programs for students, and access to fresh, healthy food.

We currently lead multiple projects supported by Equitable Community Revitalization Grants (ECRG), and understand the unique challenges posed by this funding mechanism - chief among them, the compressed timeframes for implementing site characterization and remediation. Completing work scopes within the required schedule requires nimbleness, creativity, and trust-based communications with regulators and stakeholders. **Our proposed project team have personal experience working with both Anthony Rosas, Senior Environmental Scientist at the Department of Toxic Substances, who administers the ECRG, and Dilan Roe, Chief of the Land and Water Protection Division at the Alameda County Environmental Health Department.** This pre-existing working relationship will facilitate a streamlined working relationship and understanding of regulatory oversight.

Rincon's project team has direct experience designing and implementing phytoremediation programs, the preferred remedy for the site. **Additionally, consistent with our commitment to innovation and community-building, we have supplemented our team with Dr. Celine E. Pallud, Professor within the Department of Environmental Science, Policy, and Management at the University of California at Berkeley, whose research focuses on phytoremediation.** As an aspect of her research, Dr. Pallud has included training with high school students on her past projects. We have also teamed with Eleven Engineering Inc, our preferred environmental contractor, which has completed multiple projects associated with phytoremediation throughout California.

Rincon reviewed RFQ/P Addendums 1 and 2 and received a copy of the District's Agreement attached as Exhibit A to the RFQ/P. Rincon has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Rincon has no objections to the use of the Agreement. We certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Thank you for considering Rincon. Our legal name, mailing address, phone number, and fax number are listed in the upper righthand corner of this page. The undersigned are authorized to submit the Statement of Qualifications on behalf of Rincon. We eagerly await the opportunity to move this important project forward.

Sincerely,

Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Alex Cruz', with a long horizontal flourish extending to the right.

Alex Cruz, PG | Project Manager/Primary Point-of-Contact
acruz@rinconconsultants.com

A handwritten signature in black ink, appearing to read 'James Schwartz', with a long horizontal flourish extending to the right.

James Schwartz, PG | Rincon Principal in Charge
james.schwartz@rinconconsultants.com

1 Firms' Information

Rincon will be the prime consultant for the contract and will support the project via our in-house industry-leading experts in conjunction with our trusted sub-contractors, Eleven Engineering Inc (EEI), PeneCore Drilling, and our local academic collaborators at the University of California, Berkeley.

About Rincon

Rincon Consultants, Inc. is a multi-disciplinary environmental science, planning, and engineering consulting firm that has provided quality professional services to government and industry for over 30 years. Our principal objective is to provide environmental support and scientific research to create and sustain innovative solutions to natural resources, sustainability, and environmental impacts. **Rincon prides itself on the considerable depth of its staff, which includes geologists, engineers, environmental scientists, biologists, and more who support our broad repertoire of core services.** Our approach to every project is centered upon the design and development of innovative solutions that respond to our clients' specific needs in a nimble and cost-effective manner that meets deadlines, even in the face of complex challenges.

Rincon is overseen by a seven-member Board of Directors. There are 10 Executives, 57 company shareholders, 31 active Principals and 21 Directors of the firm, expanded from the four founders. The company has a limited stock ownership program that is available to select employees in addition to the Principals.

Locally, Rincon proposes to support the District on this contract through its Environmental and Earth System (EES) group, as led by Principal James Schwartz, who is based out of the Oakland office and who has over 30 years of experience working throughout the Bay Area.

Legal Name:

Rincon Consultants, Inc.

Legal Form:

California "S" Corporation

Founded:

1994

Professional Staff:

450+

California Offices:

13

Core Values: Trusted, Fair, Transparent, Accountable, Disciplined, Entrepreneurial

Subcontractors

Eleven Engineering, Inc. is an environmental contractor specializing in remediation, grading/excavation, and general construction. From initial cleanup to final restoration, EEI provides comprehensive site services with a strong focus on safety and efficiency. **As a licensed contractor and certified Woman-Owned Business Enterprise (WBE), EEI operates from its Northern California headquarters, bringing over 10 years of experience in managing high-risk and technically complex projects while adhering to award-winning safety protocols.**



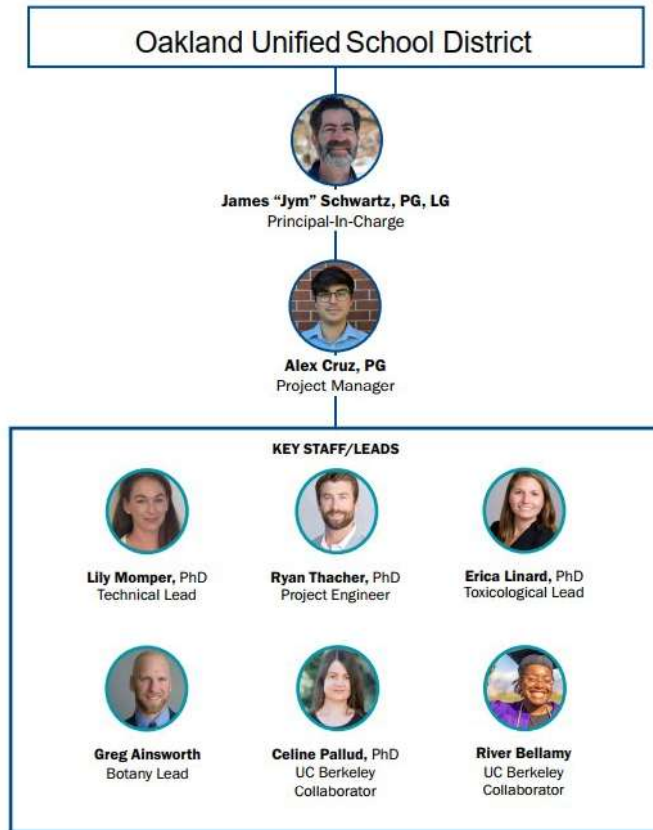
EEI's expertise includes the excavation and remediation of contaminated soils, as well as the installation of landscaping irrigation, electrical, and drainage systems. The firm has successfully executed grading operations on both clean and contaminated sites, ensuring proper drainage and site preparation. Additionally, EEI has extensive experience in post-remediation restoration, including large-scale landscaping projects involving the installation of thousands of feet of water conveyance lines, irrigation systems, and the planting of diverse vegetation, shrubs, and trees. As currently constituted, the proposed work scope does not include EEI support, but they will be standing at the ready in the event that our site understanding or the District's preferred approach changes.



PeneCore Drilling is a C-57 certified-MBE based in Northern California that has supported most of our Bay Area drilling needs. Boasting a comprehensive fleet of drilling rigs, PeneCore's intimate knowledge of the Bay Area's lithology and regulatory landscape provides valuable insights that lead to both pre and in-field efficiencies. PeneCore conduct themselves professionally during scoping and execution of the field program and have supported Rincon on projects for a decade.

Qualified Staff Resumes and Availability

Rincon has assembled a team of highly skilled internal environmental science professionals with decades of site assessment and remediation experience to service the project. To supplement our expertise, we have also enlisted the specialized expertise of external academic collaborators, who will bring a distinctly rigorous and educational lens to the project. All staff and collaborators have the capacity to make this project a priority, and we guarantee that there will be no challenges with respect to availability. An organizational chart is included to the right. Brief resumes for key team members are included on the following pages; full resumes are included in Appendix A (Additional Data) of this proposal.



Experience with Engineering Plans, Specifications, and Cost Estimates

Our project team has experience preparing CAD engineering plans, specifications, and cost estimates for environmental projects. We have developed detailed design documents for soil and groundwater remediation systems, vapor intrusion mitigation systems, and in-situ treatment strategies, ensuring compliance with regulatory requirements and site-specific conditions. Our expertise includes preparing construction drawings, technical specifications, and bid packages that clearly define project scope, materials, and performance criteria.

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James Schwartz | Principal in Charge



Education: MA, Geology, Rice University, Houston, Texas
 BA, Geology and Theater, Occidental College, Los Angeles, California

Licenses/Certifications: Professional Geologist, California (#7485)
 Licensed Geologist, Washington (#3372)

Availability: 25 to 35%

James has over 30 years of professional experience in the environmental consulting industry, and will provide high-level project and QA/QC oversight for the project. His background covers a wide variety of areas, including regulatory compliance, due diligence assessments, investigation and remediation of historical and current releases, risk assessment and management, and environmental portfolio administration. He has also managed regional staff and resources to ensure effective and efficient delivery of services and advice as needed to colleagues and clients alike. His program/project management experience includes investigation and remediation design, overseeing project personnel and schedules, budget estimating and tracking, deliverable production, quality assurance/quality control, and regulatory interface and negotiations. For remediation projects, he has developed and negotiated site management strategies via risk-based cleanup goals, engineering controls and deed restrictions/land use covenants, as well as **implemented site cleanups through removal actions, extraction systems, in-situ remediation/stabilization, ex-situ treatment, and phytoremediation.**

Alex Cruz, PG | Project Manager, Geologist and Primary Point of Contact



Education: BS, Geological Sciences with emphasis in Geohydrology, University of California, Santa Barbara

Licenses/Certifications: Professional Geologist, California (#9601)
40-Hour HAZWOPER Certification
Asbestos Awareness Training Course

Availability: 35 to 40%

Alex has over 12 years of experience providing highly technical field, reporting, and management services to a diverse range of clients, and currently manages two projects with Equitable Community Revitalization Grants (ECRG) funding. He specializes in Bay Area site assessment and remediation project, and is currently working with ACEHD. He will be responsible for the day-to-day management of the project, and assigning tasks to in-house technical staff and subject-matter experts. His robust environmental experience includes managing complex sites with impacts to soil, soil vapor, and/or groundwater, preparing defensible corrective and remedial action plans, developing and implementing field programs to effectively assess sites with one or more releases to one or more media, establishing and conducting construction monitoring practices, maintaining several classes of remediation systems targeting mixed-media impacts, deploying enhanced bioremediation techniques using hydrogen oxidizing bacteria, underground storage tank (UST) removals, and much more. His projects in Northern California include sites impacted from previous site uses including metal fabrication shop releases, aerially deposited lead, dry cleaning sites, automotive repair sites, leaking USTs, illegal dump sites, etc.

Lily Momper, PhD | Technical Lead



Education: PhD, Environmental Microbiology, University of Southern California, Los Angeles, California

BA, Biology, Washington University in Saint Louis, Missouri

Licenses/Certifications: 40-Hour HAZWOPER Certification

Availability: 25 to 35%

Lily is a Senior Environmental Scientist with over 14 years of experience assessing complex environmental sites throughout the United States, including 5 years of consulting experience within California. Lily will be responsible for providing scientific technical input and assistant project management duties. Lily's PhD and post-doctoral research focused on environmental microbiology in aquatic and soil ecosystems. Specifically, Lily investigated microbial metabolic processes at the interface of in situ geochemical conditions and host geology to understand the cycling of nutrients and metals. Lily's consulting experience includes managing projects to support public agencies and private clients. **For over 4 years, Lily was the Assistant Project Manager for a site assessment and remediation project for the Long Beach Unified School District, working with a large team to understand the source of contaminants and creating a conceptual site model for a school site in southern California.** Other past projects have involved the assessment of soil and groundwater at release sites, surface water quality investigations, and stormwater permitting and compliance. Lily has managed many large-scale, multi-stakeholder projects within southern California, and is comfortable working in fast-paced environments. She has also assisted clients in matters of litigation support, sustainability, water resources planning, water quality analyses, wildfire resilience, and implemented innovative solutions to improve clients' water resources and soil management, and climate change resilience.

Ryan Thacher, PhD, PE | Project Engineer



Education: PhD, Environmental Engineering, University of Southern California, Los Angeles, California

MS, Environmental Engineering, University of Southern California, Los Angeles, California

BS, Chemical Engineering, University of California, Santa Barbara

Licenses/Certifications: Licensed Professional Civil Engineer, California (#87757)

Availability: 15 to 20%

Dr. Ryan Thacher, PhD, PE, is a Principal with nearly 15 years of experience in developing creative solutions to complex environmental issues. Ryan will be responsible for providing engineering oversight and input as-needed.

He oversees a variety of brownfield redevelopment, site assessment, remediation, and regulatory compliance projects driven by regulatory action and compliance, litigation, property transactions, and residential, commercial, and utility development. **Ryan's background in environmental chemistry and engineering lends itself to assessing sites impacted by chemical constituents of concern including chlorinated hydrocarbons, per- and polyfluoroalkyl substances (PFAS), heavy metals, petroleum hydrocarbons, 1,4-dioxane, polychlorinated biphenyls (PCBs), pesticides, and more.** Ryan also has experience working under the Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation, and Liability Act. Ryan is experienced in methods of environmental forensics and fate and transport evaluations to identify source contributions, identify responsible parties, or determine the location or timing of a release.

Erica Linard, PhD | Toxicological Lead



Education: PhD, Environmental Toxicology, Clemson University
MS, Environmental Toxicology, Clemson University
BS, Aquatic Biology, University of California, Santra Barbara

Licenses/Certifications: Accredited Lead Greenhouse Gas Verifier, California Air Resource Board Low Carbon Fuel Standard (LCFS) Regulation (EO# H3-20-088) Accredited Lead Greenhouse Gas Verifier, California Air Resource Board Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) (EO# H-20-062)

Availability: 15 to 20%

Dr. Erica Linard, PhD, is an environmental toxicologist with 13 years of experience in environmental research and stewardship, specializing in the fate and transport of environmental contaminants in aquatic environments. Erica will be responsible for providing toxicological input throughout the project and to support health risk assessments. She holds a master's and doctorate in environmental toxicology and spent 7 years researching the use of nanotechnology as a remedial tool for polluted aquatic systems. Erica is proficient in various methods for monitoring contaminants in different environmental media and organisms and is experienced with preparing environmental and health risk assessments, such as Preliminary Endangerment Assessments following DTSC guidance. Her technical expertise includes leading greenhouse gas (GHG) emissions analysis, auditing environmental data, developing and implementing sustainability plans, and assisting clients with asset optimization for improved sustainability. This work involves engaging with the community and stakeholders to develop climate solutions that do not cause further environmental or climate inequity. **Her background in environmental toxicology provides her with a unique understanding of the balance between environmental remediation and the unintentional impacts on a pollution-burdened community and/or the climate that can occur during the implementation of remedial actions.**

Gregory C. Ainsworth | Botanical Lead



Education: MA, Environmental Planning, California Polytechnic State University, San Luis Obispo
BS, Environmental Horticulture Science, California Polytechnic State University, San Luis Obispo

Licenses/Certifications: I.S.A. Certified Arborist (Certification #WE 7473A), I.S.A. Qualified Tree Risk Assessor, California Native Plant Society Plant Survey Techniques, 2004 and 2006

Availability: 20 to 25%

Greg has over 20 years of experience in urban forestry and arboriculture, and will be responsible for providing input with respect to plant health and growth. **Greg is currently responsible for helping to manage the urban forests for the cities of Calabasas, Agoura Hills, and Thousand Oaks via as-needed contracts.** In addition, Greg has provided forestry and arborist services to numerous other public agencies and private entities, such as the Las Virgines Water District, Metropolitan Water District, California Department of Water Resources, Los Angeles County Beaches and Harbors Department, Ventura County Channel Islands Harbor Department, Solar One, and Helix Water District. Greg was a member of the Oak Woodland Habitat Conservation Alliance; a team of professional arborists, forestry personnel and planners that successfully completed an Oak Woodland Conservation and Management Plan for the County of Los Angeles.

Celine Pallud, PhD | UC Berkeley Collaborator



Education: PhD, Environmental Sciences / Fluid Mechanics and Transfers, Université Joseph Fourier, Grenoble, France
MS, Ecosystem Biology, Université Joseph Fourier, Grenoble, France
BS, Biological Sciences / Population Biology, Université de Savoie, Chambéry, France

Honors/Awards: Chancellor's Award for Public Service, category Research in the Public Interest, UC Berkeley, Berkeley, California

Availability: 40 to 50%

Céline E. Pallud is a Professor in the Department of Environmental Science, Policy and Management at UC Berkeley, with 25 years of experience in environmental biogeochemistry and hydrology, focusing on understanding and quantifying the fate and transport of nutrients, metals and contaminants in soils and sediments. Her research combines field measurements, laboratory experiments, and reactive transport modeling to predict ecosystem responses to changing conditions and manage soils sustainably. **Céline's work focuses on linking soil health and agricultural practices, including in urban farming systems, understanding the environmental controls on the kinetics and rates of biogeochemical reactions in soil, using soils to solve environmental problems, and developing sound remediation strategies for contaminated urban soils, including a decade working in phytoremediation of arsenic-contaminated soils in Berkeley and Richmond (CA).** She is currently serving as a member of the U.S. National Committee for Soil Science (USNC/SS). She has received numerous awards, including the Chancellor's Advisory Committee on Sustainability Award and the Leo Walsh Distinguished Lectureship in Soil Science.

River Bellamy | UC Berkeley Collaborator



Education: BA, Environmental Science, Gallatin School of Individualized Study, New York University, New York, New York
BA, Black and Indigenous Studies, Gallatin School of Individualized Study, New York University, New York, New York

Licenses/Certifications: 40-Hour HAZWOPER Certification
8-Hour HAZWOPER OSHA Refresher Course

Availability: 75 to 85%

River Bellamy is an incoming PhD student in Environmental Science, Policy, and Management at UC Berkeley, where she will join Professor Céline Pallud's Soil Biogeochemistry and Biogeophysics Laboratory. River holds a Bachelor of Arts in Environmental Science and Black and Indigenous Studies from NYU, with a minor in American Sign Language. **Her research interests include phyto- and bioremediation in contaminated water and soil, soil biochemistry, Indigenous science, and Black Indigeneity.** River has received several awards, including the Clyde Taylor Award for Distinguished Work in African American and Africana Studies and the Gallatin Dean's Scholarship. She has experience as a laboratory technician, policy intern, and adjunct fellow, among other roles.

Quality Assurance Methods

At Rincon, we are committed to delivering accurate, defensible, and high-quality environmental work products through a rigorous, multi-tiered quality assurance/quality control (QA/QC) process, including peer review of all technical sections, and principal-in-charge (PIC) review of all final products. For this contract, James Schwartz, the PIC, will ensure all work aligns with Rincon's QA/QC protocols and approved work plans. Alex Cruz, the Project Manager (PM), will oversee internal reviews to maintain compliance with administrative procedures, minimizing disruptions to District staff. Alex is also responsible for project quality, schedule adherence, and clear communication with the team, District, and regulators. Along with the Technical Lead, Alex will ensure work progresses as planned, with daily coordination during field activities and at least weekly check-ins during reporting.

Additionally, our QA/QC approach integrates systematic data management, and automated quality controls to ensure reliability and compliance with regulatory standards. Our staff conducts thorough reviews of

laboratory QA/QC reports, verifying analytical data for precision, completeness, and adherence to project-specific data quality objectives. We have developed systematized data collection and interpretation processes that leverage automation to minimize human error. By integrating these QA/QC measures at every stage of project execution, Rincon ensures that our clients receive polished and reliable deliverables on every assignment.

2 Approach

Although we bring robust scientific knowledge and decades of site assessment and remediation experience to each of our projects, **the guiding philosophy that has served both ourselves and our clients over the past 30 years has been to keep things simple**. Simplicity is actionable and facilitates nimbleness to achieve project schedules and budgets.

Additionally, it is our priority to integrate seamlessly into our clients' group of consultants and designers to provide a collaborative, efficient, and inter-communicating team of interdisciplinary experts. We understand that the District is working with BASE Landscape Architecture (BASE) to design the project, and we look forward to working hand in hand to achieve the District's goals.

Site Understanding

Below is a summary of our current site understanding.

- **Background.** The site is located in a mixed-use neighborhood of West Oakland and is surrounded by residential properties, who could be affected by noise and air pollution associated with a traditional clean-up effort. **Several environmental cleanup cases are present within 200 feet of the site, including active remediation efforts for chlorinated VOCs and petroleum hydrocarbons from former dry-cleaning and fuel storage operations.** Groundwater contamination from these sites may have migrated toward the property. The District has exclusively operated educational facilities at the site, and soil and groundwater contamination is likely influenced by historical industrial activities, aerial deposition, and freeway proximity. Prior investigations and remedial excavations between 2013 and 2021 targeted metals, pesticides, and other contaminants, though regulatory oversight was absent. As a result, the analytical data is considered qualitative.
- **Air Quality.** West Oakland faces significant air pollution burdens; therefore minimizing truck trips and excavation is a priority. The cleanup approach will prioritize in-situ and destructive remediation methods, such as phytoremediation, where feasible. If in-situ methods prove unfeasible, alternative strategies—including excavation, capping, and groundwater control measures—will be evaluated in the Cleanup Work Plan.
- **Community Engagement.** Community engagement is central to the project. The District will continue public outreach through meetings, local media, partnerships with community organizations, and educational initiatives. Schools will integrate the site into curriculum-based activities, including field trips, internships, and student-led capstone projects focused on site investigation and remediation. Rincon staff will be available to facilitate and provide expert information during outreach efforts.
- **Groundwater Conditions.** **Based on a review of nearby sites that included onsite monitoring wells, groundwater flow directions vary from northwest to southwest, groundwater depths range from 6 to 10 feet below ground surface (ft bgs), and groundwater does appear to have some gasoline impacts.**
- **Soil Conditions.** Previous consultant reports were not generally available for review, although Rincon did review a soil study apparently conducted with an x-ray fluorescence analyzer (XRF) and composite samples. Although XRF data are qualitative and not suitable for health risk assessments, these data showed that lead may be present above residential health risks levels, as evidently supported by previous investigations mentioned in the RFP; the RFP also indicates that arsenic mercury, cobalt, and thallium are elevated at certain onsite locations.
- **Soil Vapor.** We are unaware of soil vapor data generated from the site; however, if enclosed structures are not an element of the future demonstration garden, characterizing onsite soil vapor conditions may not be warranted.

Consistent with our commitment to simplicity, we have organized our approach to this project into the following basic sections: challenges and solutions, task approaches, and community engagement.

Challenges and Solutions

Rincon believes that successful project execution begins with the proper level of upfront program planning.

Based on our site understanding, we anticipated the following three primary challenges for which we identified solutions and approaches to minimize potential impacts to the project, budget, and schedule, while ensuring the District's and stakeholder's interests are properly represented.

- **Challenge – Project Schedule.** The schedule imposed by the ECRG is compressed, and upon notice to proceed, a quarter of the term allotted for site investigation and pilot testing will have been exhausted.
 - o **Solution.** We have developed several strategies for compressing schedules, including performing several tasks in parallel, rather than in series, sharing draft documents and working ideas with regulators during preparation, and committing resources to the next step early. **Therefore, we will prepare the Conceptual Site Model (CSM) concurrent with preparation of the Data Gap Investigation (DGI) Work Plan and will share our initial drafts and thoughts with the Alameda County Environmental Health Department (ACEHD) during the writing phase to incorporate their input early in the preparation, a process we have successfully leveraged on other projects with ACEHD.** Even while these documents are being prepared, we will commence preliminary bench-scale testing implementation (such as construction of onsite testing infrastructure) such that preparation of the associated work plan can be initiated soon after receipt of the DGI results.
- **Challenge – Phytoremediation Timeline.** Phytoremediation can be an effective but lengthy remedy as it relies upon the natural uptake of contaminants by the selected flora to remove impacts.
 - o **Solution.** In collaboration with our academic partners, we will design the DGI to not only assess the nature and extent of contaminants but also evaluate key soil characteristics—such as organic acids, nutrient levels, and substrate suitability—needed for the successful growth and remediation potential of candidate plant species. **This approach will minimize the number of site mobilizations, reducing both time and costs.**
- **Challenge – Air Pollution.** We understand that West Oakland is an air pollution-burdened community, and use of heavy drilling or excavation machinery would exacerbate conditions for the neighborhood and students.
 - o **Solution.** We are committed to avoiding fuel-burning machinery whenever practical and will direct our subcontractors to utilize hand and electric tools, such as man-powered augers and plug-in rotary hammers, to complete the work scope whenever possible. **When internal combustion engines are necessary, we will enforce strict no-idling policies to limit unnecessary fuel consumption and emissions, and endeavor to utilize equipment meeting California Air Resources Board (CARB) emissions standards, including Tier 4 diesel engines.**

Task Approaches

With the challenges and solutions described above in mind, we have included a task-by-task strategy below for how we will approach the project.

Task 1 Conceptual Site Model

The CSM is critical to understanding the potential exposure pathways to harmful contaminants, whether via direct contact with impacted soil or secondary ingestion of agricultural crops. Given the District's goal to use the site as a demonstration garden, where sensitive receptors such as children will be working and consuming produce, a well-conceived CSM will be vital to formulating an effective remedy.

Prior to commencing on the CSM, we will thoroughly review all available project literature and complete a review of material from adjacent or nearby sites. This will provide a holistic understanding of current known and potential site conditions. After, we will schedule a meeting with our collaborators and the District to discuss our findings, approach, and regulatory strategy. **Next, we will host an onsite meeting with ACEHD to discuss our**

thoughts and solicit their input on the CSM, and the DGI. Upon achieving a consensus, we will prepare a document that presents the CSM both narratively and graphically, up-to-date data tables, figures, and preliminary details for the DGI.

Task 2 Data Gap Investigation Work Plan, Implementation, and Reporting

We will prepare the CSM in parallel with the DGI Work Plan because the former will inform the latter, and developing both in tandem will create both project efficiencies and creative synergy.

Without preliminary discussions with the District, ACEHD, BASE, and other stakeholders, there is little value in proposing a specific scope of work at this time; however, the following sections provide the guidelines, criteria, thought-process, and conceptual approach that will be considered in scoping the DGI. The specific assumptions used to estimate the cost of the DGI are included in Section 6 of this proposal.

The DGI Work Plan will include:

- **Pre-field Activities.** We will prepare a health and safety plan, procure the appropriate permits from ACEHD and the County of Alameda Public Works Department, direct a geophysical utility clearance, and complete Underground Service Alert Mark-outs.
- **Soil Sampling.** Soil sampling will be conducted using grids of varying dimensions, tailored to the current and future use of specific areas, the distribution of previously detected metal concentrations, and the data needs of candidate areas in the bench-scale test. We will work with BASE to determine grid locations and specific sizing, but for example, tighter grids would be used in areas slated for growing vegetables for consumption than areas containing paths or trees. Based on our current site understanding and *Gardening on Brownfields: Testing your Soil for Contaminants* guidance document by the Kansas State University Agricultural Experiment Station and Cooperative Extension Service, it is anticipated that grid cell dimensions will vary from 10 to 50 feet. We will also deploy geostatistical tools, such as kriging, to interpolate contaminant concentrations between samples to avoid over-sampling and increasing analytical costs.

Vertical sampling intervals will include surficial samples, where human direct exposure is most likely, as well as depths corresponding to the rootball zones of common fruits and vegetables, including leafy greens, root vegetables, fruit-bearing vegetables, and fruit trees. These zones typically range from 6 to 48 inches below ground surface (ft bgs). Additionally, sampling within the capillary fringe will be essential for understanding potential contaminant uptake, as water-soluble contaminants can accumulate in this zone, which plants access for nutrients and water. Based on this information, we anticipate collecting soil samples at approximately 0 – 0.5, 2 – 2.5, 4.5 – 5, and 9.5 – 10 feet below ground surface.

- **Groundwater Sampling.** Because of the persistent threat of onsite encroachment by the volatile organic compound (VOC) plumes from Harris Dry Cleaner and the Shell/Auto Tech West site, we will advance eight of the borings to groundwater for grab sampling, and complete four of those borings as permanent groundwater monitoring wells to monitor both groundwater conditions and elevations through time. These data will inform the decision to implement phytoremediation or other mitigation measures to protect the site from plume encroachment. If practical, these sampling points will be installed with hand tools to avoid mobilizing polluting machinery. The elevation and latitude and longitude for each well will be recorded for each well by a licensed land surveyor.
- **Analytical Program.** It is our opinion that the analyte list for soil and groundwater in the District's RFQ-P is well-conceived, and we will generally analyze samples for those constituents in a tiered approach, wherein shallow samples will be initially analyzed, and deeper ones analyzed either because shallow soil is impacted or to evaluate capillary fringe conditions. We will direct the laboratory to use silica-gel cleanup on samples marked for total petroleum hydrocarbon (TPH) analysis to remove naturally occurring fractions and provide results representative of anthropogenic inputs.

In addition, we will field screen and submit for laboratory analysis soil samples for agricultural parameters that are important for phytoremediation target species, including pH, organic matter, cation exchange capacity, major nutrients (nitrogen, phosphorus, and potassium), redox potential, dissolved organic carbon, salinity, and plant-available metals. Collecting these additional soil data during the DGI mobilization will ultimately save costs on additional mobilizations and better equip the team to evaluate the soil's intrinsic ability to support phytoremediation, or to determine whether soil amendments will be necessary.

- **Reporting.** Upon receipt of final laboratory results and an initial interpretation, we will share the results with the District, along with our conclusions and recommendations. After the District is comfortable with their understanding of the results, we will schedule a meeting with the ACEHD to discuss our findings and agree on a path forward. We will incorporate ACEHD's input into a DGI Report, which will present the data in technical tables and figures, update the CSM if needed, and present conceptual remedies and associated pilot tests. At this time, we do not consider soil flushing to be an effective or practical remedy, and recommend focusing time and energy on phytoremediation or soil stabilization.

Task 3 Bench-scale Testing Work Plan, Implementation, and Reporting

Implementation of the bench-scale test will take an incremental approach and be informed by the results of the DGI. Based on our current site understanding, the bench-scale test will consist of test pots containing site soil aliquots and “hyperaccumulator” plant species, well suited for phytoremediation, which will be staged in a temporary onsite hoophouse. UC Berkeley and Rincon staff will collaborate at each step to implement, maintain, and interpret the results of the study. The preliminary details of the bench-scale test are described below but will be refined based on conversations with other project stakeholders before implementation.

- **Performance Metrics.** The feasibility of phytoremediation as the primary remedy will be assessed using specific performance metrics established in consultation with the District to facilitate flexibility. **These metrics will primarily focus on removal efficiency—the rate at which hyperaccumulators extract contaminants from onsite soil.** Removal efficiency data will help the District estimate the timeframe required for phytoremediation to reduce contaminant levels below health-risk thresholds, and to decide whether it is practical to commit to such a timeframe.
- **Selection of Plant Species.** Recent studies have shown that the fern species *Pteris vittata* and *Pteris multifida* were able to uptake both arsenic and lead from soil in pot experiments, making them ideal candidates for this project focused on multi-metal contamination. **Dr. Pallud has more than ten years of experience studying phytoremediation in the Bay Area using *P. vittata*, including field work and bench-scale experiments.** In addition, *Hibiscus cannabinus* (kenaf) and *Corchorus olitorius* (jute) have also been identified as candidates for lead remediation, and *Scirpus grossus* (greater club rush) for TPH remediation; these species will also be incorporated into bench-scale tests.
- **Design.** The bench-scale test will take place over six months, tentatively scheduled from November 2025 to May 2026. Pot tests will be conducted within an onsite hoophouse equipped with an automatic irrigation system to isolate plants such that the only water source is controlled irrigation, not variable precipitation, and to protect potted plants from sun and cold stress. Alongside control pots, test pots will evaluate methods to enhance phytoremediation efficiency through soil amendments such as compost and inoculation with arbuscular mycorrhizal fungi or rhizobacteria. Approximately 50 pots, ranging from 2 to 5 gallons in size, will be planted for the study and stored in the hoophouse.
- **Sample Collection and Analysis.** Soil samples will be collected from each pot within one week of potting, and at the end of the test period (6 months after potting). Soil samples will be homogenized after collection, then split and sent to separate laboratories for analysis:
 - o **Contaminant of Concern (COC) Analysis.** Samples will be analyzed by Enthalpy Analytical, located in Emeryville, California, for TPH in the diesel, gasoline, and motor oil ranges, Title 22 metals (including arsenic and lead), hexavalent chromium, VOCs, and any other COC identified by the DGI.
 - o **Soil Parameters.** Samples will be analyzed by the University of Massachusetts, Amherst Soil and Plant Nutrient Testing Laboratory, for general soil health properties including, pH, nutrients, and saturation.

Leachate will also be monitored and sampled monthly (up to 6 samples per pot) and analyzed for metals and other parameters at UC Berkeley.

Additionally, plant biomass (foliage and roots) will be collected at the conclusion of the bench-scale study (6 months), extracted, and analyzed for arsenic, lead, and TPH-g-d-o at UC Berkeley. Foliage and roots will be extracted and analyzed separately, to understand if plant roots and leaves accumulate arsenic and lead differentially. Mass balance calculations will be performed based on the initial and final soil analytical results, and the plant root and foliage concentrations at the end of the study. **Based on the results of the bench-scale pot tests, our team will evaluate the optimal plant and soil amendment combinations to maximize phytoremediation efficiency.**

- **Optional Onsite Test Plot.** A test plot, comprised of a portion of the site containing hyperaccumulator species planted directly into the ground, may yield educational and scientific value to the project. However, to justify the significant level of effort entailed in its implementation and maintenance, we recommend that the test plot only be constructed if the funds and capacity are available for a 2-year study period. We will have a candid discussion with the District to discuss the pros and cons of a test plot at the outset of the project.
- **Hydraulic Barrier Pilot Test.** Depending on the results of the DGI, a pilot test to evaluate the feasibility of using phytohydraulics or other mitigation measures, such as the installation of a permeable reactive barrier, to protect the site from nearby VOC plumes may also be implemented.

Task 4 Clean-up Work Plan

With the completion of the DGI and the bench-scale test, we will synthesize the findings into a comprehensive Clean-Up Work Plan (CWP). This document will serve as the foundation for evaluating the feasibility of phytoremediation, assessing alternative remedial strategies, establishing clean-up goals that are protective of human health but that are also in the District's interest, and outlining a clear framework for working with regulators, project stakeholders, and the community to develop an effective site remediation strategy.

We will evaluate the feasibility of phytoremediation as a primary remediation approach for soil. **If the bench-scale test demonstrates that phytoremediation can effectively reduce contaminant concentrations within a reasonable timeframe, the CWP will outline a detailed, technical, and phased implementation strategy, detailing plant selection, soil amendments, and monitoring protocols to track progress.** However, if the data indicate that phytoremediation alone is insufficient, we will consider alternative or hybrid approaches, such as targeted soil stabilization or encapsulation (such as with plant mats or hardscapes), amendments to immobilize contaminants (such as plumbojarosite treatment), or strategic excavation of highly impacted areas as a last resort. Actions to address groundwater impacts, if present, will also be evaluated, including implementation of phytohydraulic or permeable reactive barriers, or in-situ destructive techniques, such as an injection program. The goal will be to develop a remediation plan that balances effectiveness, cost, and long-term sustainability, while ensuring that the site remains suitable for its planned future use as a demonstration garden.

Client Management and Community Engagement

Alex Cruz, the PM, will be the primary point of contact for District administration officials, community partners and district facilities staff, and will have a holistic understanding of the project's background, technical and regulatory details, and path forward. He will bring the project PIC and technical leads into any conversations that warrant it.

Community involvement will play a central role in the development and execution of the project. Given the intended use of the site as a demonstration garden, it will be essential to engage local educators, students, and community members in the process. Public meetings and informational workshops will provide opportunities to explain the cleanup strategy, answer questions, and build trust with the surrounding community. Additionally, we will explore ways to safely integrate soil monitoring and site rehabilitation efforts into educational initiatives, leveraging the academic experience of our UC Berkeley collaborators, by allowing students and volunteers to participate in the transformation of the site from a vacant lot into a thriving, sustainable resource.

Rincon has an in-house community outreach expert who specializes in ways to interface, coordinate, conduct, and facilitate stakeholder involvement, ensuring that the neighborhood understands the role that Rincon will play in the project and the methods that will be used to achieve the District's goals.

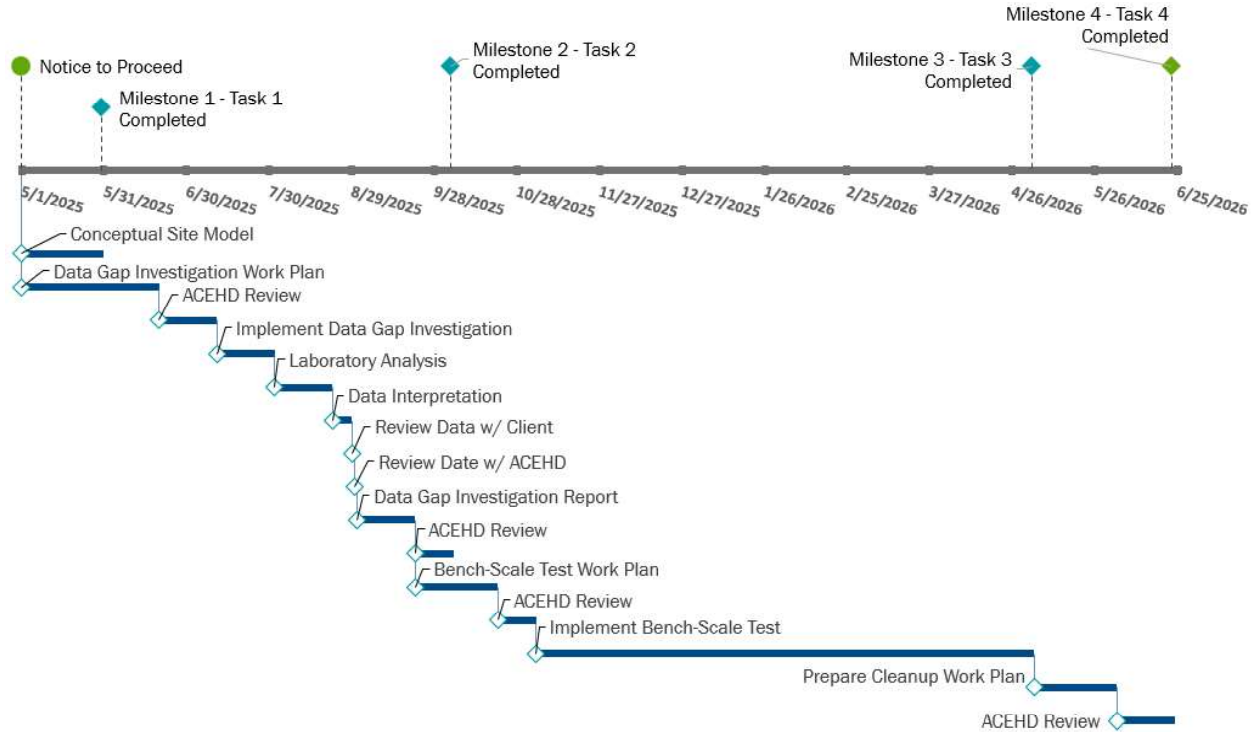
3 Project Schedule

Rincon's 30-year history has been marked by our ability to meet tight project schedules, and we have completed and currently manage projects with ECRG funding. We understand the role clear and consistent invoicing, simple and direct communications, and forward thinking play in progressing a project, and we are nimble at making internal and external adjustments to adapt to new information or challenges.

Our firm's schedule management procedures involve a top-down approach, wherein Alex Cruz, the PM, will interface directly with the District and assign tasks to technical staff and collaborators, ensuring that they

understand the critical path, deadlines, and the part their assignment plays in the general schedule. For field work, Alex will work with our Field Program Manager, who maintains a holistic view of Rincon’s field staff, and is able to prep and mobilize field teams swiftly to complete field operations.

Based on our understanding of the project and the ECRG timeframe, we propose the aggressive schedule below to implement the project.



Alex will update this schedule throughout the project in response to realized efficiencies or challenges and share it with the District proactively so that they can track progress. Internally, the schedule will be tracked using dedicated software that clearly and actionably shows milestones, deadlines, and the critical path.

4 Past Performance and Record of Successful Completion of Work

Our firm has a proven track record of successfully managing complex sites impacted by heavy metals, petroleum hydrocarbons, and other contaminants, delivering solutions that meet regulatory requirements and project goals. Through our technical expertise, proactive project management, and commitment to stakeholder collaboration, we have consistently achieved project objectives on schedule and within budget. The following examples highlight our experience in executing environmental projects throughout California.

Oakland Unified School District Department of Facilities Planning and Management

Environmental Services for Brownfield Assessment and
Cleanup Work Plan Department of Toxic Substances
Control (DTSC) Equitable Community Revitalization Grant
(ECRG) Project

Oakland, CA • April 15, 2025



RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers



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Rincon Consultants, Inc.

66 Franklin Street, Suite 300
Oakland, California 94607
510-834-4455

April 15, 2025

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

**Subject: Proposal Addendum – OUSD Project No. 24159
Environmental Services for Brownfield Assessment and Cleanup Work Plan, DTSC ECRG Project
The Center – 2580 West Street, Oakland, California 94608**

Dear Ms. Chatman:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal addendum to the Oakland Unified School District (the District) to provide environmental consulting services for The Center, located at 2850 West Street, in Oakland, California. Rincon acknowledges receipt of Addendum No. 3 dated April 4, 2025, and Addendum No. 4 dated April 9, 2025. This proposal addendum was prepared in response to Addenda Nos. 3 and 4 to the March 5, 2025 Request for Qualifications and Proposals (RFQ/P).

We sincerely appreciate the opportunity to bring our creativity, nimbleness, and work quality to this important project, and are eager to collaborate with the District on their innovative approach.

Sincerely,

Rincon Consultants, Inc.

Alex Cruz, PG | Project Manager/Primary Point-of-Contact
acruz@rinconconsultants.com

James Schwartz, PG | Rincon Principal in Charge
james.schwartz@rinconconsultants.com

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Introduction

This proposal addendum was prepared in response to Addenda Nos. 3 and 4 to the March 5, 2025 Request for Qualifications and Proposals (RFQ/P). Addendum 3 reiterated the Equitable Community Revitalization Grant (ECRG) estimated budget, and requested additional information as follows:

1. Updates to the scope of work and costs associated with Task 2;
2. Updates to the scope of work and costs associated with Tasks 1, 3, and 4 based on updates to Task 2;
3. Updates to the deliverables schedule; and
4. Identification of staffing personnel.

The following sections address each of these requests in sequence for clarity and easy comparison to other submittals.

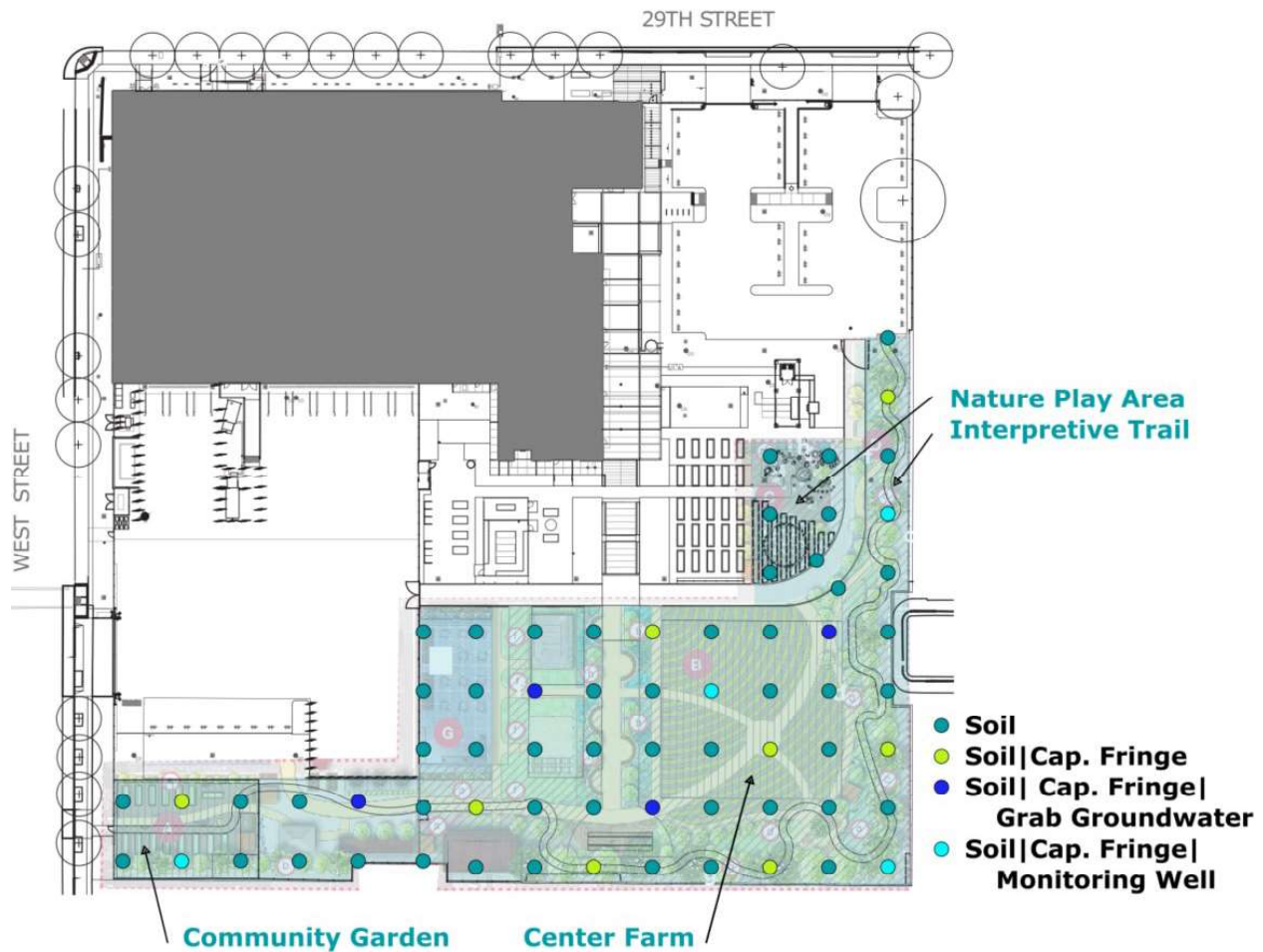
1 Updates to Task 2

The following section includes updates to Task 2 in response to the first item of Addendum No. 3.

Updated Scope of Work

Our updated scope of work includes collecting samples on a 30-foot grid throughout the scope area of the site; optional smaller grids based on area-specific concerns (such as play spaces or areas where leafy greens, which can have high metals accumulation, may be grown) may be discussed with BASE Landscape Architecture (BASE) and implemented if warranted. A 30-foot grid would result in 67 discrete borings throughout the project area, as illustrated on Figure 1.

Figure 1 Proposed Sampling Locations



Of the 67 planned borings, we will collect samples from the capillary fringe in 16 locations (approximately 25% of the borings) to better understand conditions in this zone, which is critical for plant growth and potential contaminant uptake. **These borings will be concentrated in areas planned for the farming of produce.** Of these 16 borings, eight will also be used for groundwater sampling—four as grab samples and four completed as groundwater monitoring wells. As illustrated on Figure 1, the monitoring well locations will be sited to provide groundwater flow data, and information regarding the potential for the encroachment of offsite plumes located towards the east and southeast.

Soil sampling intervals will be based on the root ball depths of common fruits and vegetables, and are summarized on Table 1 below:

Table 1 Sampling Program

Number of Borings	Soil Sample Intervals	Use
51	0.5 - 1 1.5 - 2 4.5 - 5 9.5 - 10	Soil
8	0.5 - 1 1.5 - 2 4.5 - 5 9.5 - 10 cap. fringe	Soil and cap. fringe
4	0.5 - 1 1.5 - 2 4.5 - 5 9.5 - 10 cap. fringe	Soil, cap. fringe, and grab groundwater
4	0.5 - 1 1.5 - 2 4.5 - 5 9.5 - 10 cap. fringe	Soil, cap. fringe, and groundwater monitoring wells
67 Total Borings		
Cap. fringe - Capillary fringe		

Based on this sampling program, it is anticipated that up to 284 discrete soil samples, four grab groundwater samples, and five groundwater monitoring well samples (including one duplicate), will be collected from the 67 borings.

Updated Analytical Program

Soil Sample Analyses

The chemical analytical program will take a tiered approach, wherein the upper two samples (0.5 – 1 and 1.5 – 2 ft bgs) samples, and the capillary fringe samples, will be analyzed first while the remaining samples from each boring will be placed on analytical hold. If results from the shallow samples indicate the presence of impacts above residential Environmental Screening Levels (ESLs) (or background concentrations for arsenic), the next vertical sample will be analyzed until the impacts are vertically delineated or there are no samples left for analysis.

Based on the site history, each of the anticipated 134 shallow and 16 capillary fringe samples (150 total initial samples) will be analyzed for the following on a dry-weight basis:

- Title 22 metals and hexavalent chromium;
- Total petroleum hydrocarbons (TPH) in the gasoline (-g), diesel (-d), and motor oil (-o) ranges with silica gel clean-up;
- Organochlorine pesticides;
- Volatile and semi-volatile organic compounds (VOCs); and
- Polychlorinated biphenyls (PCBs).

We note that although 150 of the estimated total of 284 samples will be analyzed initially, each of the samples will be collected using EPA Method 5035 field preservation such that VOC concentrations from any sample that ultimately warrants analysis will be representative of onsite conditions.

In addition, each sample that exceeds either ten times the soluble threshold limit concentration (STLC) threshold, the total threshold limit concentration (TTLIC), or twenty times the toxicity characteristic leaching procedure threshold, will be analyzed to determine whether the material classifies as non-RCRA or RCRA hazardous waste.

Rincon understands that historical onsite structures may have contributed to asbestos impacts in soil; however, a review of available literature and aerial photographs did not identify their exact locations. **As it is unlikely that every sample will require asbestos analysis, we assume that 45 samples (approximately 30% of the shallow samples) will be analyzed for asbestos, with selection based on the specific locations of the historical structures as determined in consultation with the District.**

All analyses will be completed on a standard 7-day turn around time, unless the time needed to complete vertical delineation within the tiered approach begins to present schedule issues, in which case expedited analysis will be considered in consultation with the District.

Additionally, to understand the soil's innate ability to sustain both agricultural and phytoremediation plant species, 45 samples (approximately 30% of the shallow samples) will be submitted for analysis of agricultural parameters, including:

- pH;
- Exchangeable acidity;
- Modified Morgan extractable nutrients (P, K, Ca, Mg, Fe, Mn, Zn, Cu, B, S);
- Lead (Pb), and aluminum (Al);
- Cation exchange capacity;
- Base saturation; and
- Soil organic matter, soluble salts, and soil nitrates.

Groundwater Analyses

Up to nine groundwater samples (four grab samples and four primary and one duplicate sample collected from monitoring wells) will be analyzed for:

- VOCs;
- TPH-g-d-o;
- Title 22 metals (with laboratory filtration); and
- Poly and perfluoroalkyl substances (PFAS).

Updated Costs

From the outset of the proposal process, we have been acutely aware of the ECRG budget of \$930,000; however, we endeavored to provide a scope of work and strategy that effectively and efficiently uses these funds while achieving the District's goals. **This approach is not only consistent with Rincon's values of being disciplined, fair, trusted, entrepreneurial, accountable, and transparent, but also because in our experience, unanticipated turns in a project could necessitate the need to request additional funds, and it can be critical having the extra "head room" in the ECRG to provide for these situations.**

Additionally, if a removal action becomes necessary, we have successfully been able to persuade the Department of Toxic Substances Control to allow Round 2 ECRG funds for remedial excavations provided the lead agency considers such activities a "pilot test". This creative thinking may represent an avenue for addressing some or all potential soil impacts without the need to apply for a Round 3 ECRG.

We have updated the cost proposal and professional fees at the end of this addendum to reflect the updates to Task 2.

Quality Assurance/Quality Control Measures

In addition to the quality assurance methods discussed in our original proposal, we implement the following to ensure that the data produced from the Data Gap Investigation (DGI) are usable for the purpose of developing a Clean-up Work Plan.

Field QA/QC

- **Field Duplicates.** We will collect a groundwater field duplicate sample to assess sampling precision.
- **Equipment Blanks.** We will collect at least one equipment blank per day to assess potential cross-contamination from sampling tools.
- **Trip Blanks.** We will include trip blanks for VOC analysis to check for contamination during sample transport.
- **Chain of Custody Procedures.** We will employ strict chain of custody procedures to ensure samples are handled and transported properly to the laboratory.

Laboratory QA/QC

We will be partnering with Enthalpy Analytical (Enthalpy), an established and time-tested Environmental Laboratory Accreditation Program-certified analytical laboratory, for this project based both on the excellent quality of their work, **and because their offices are located a short distance from the site, which facilitates reliable transport of samples from the field to the laboratory.** Enthalpy routinely employs the following QA/QC measures:

- Method blanks;
- Laboratory control samples;
- Calibration checks and continuing calibration verification;
- Surrogate recovery for organic compounds; and
- Reporting of percent recovery and relative percent difference.

We thoroughly review each laboratory report that we receive for discrepancies, errors, and anomalies that could affect data quality, and work with the laboratory to resolve or understand them and their impact on the project.

2 Updates to Tasks 1, 3, and 4

The following summarizes updates to the scope of work or costs to Tasks 1, 3, and 4.

Task 1 Conceptual Site Model

We are confident in our approach to the Conceptual Site Model and do not propose any changes at this time.

Task 3 Bench-scale Work Plan and Implementation

In conversations with our University of California at Berkeley (UCB) collaborators, **we believe that the schedule can be further compressed by preparing for the bench-scale test soon after contract award, rather than towards the completion of Task 2.** For example, the hoophouse can be purchased and constructed, the irrigation system installed, and student engagement initiatives (such as clean-soil phytoremediation simulations, Q&A sessions, and/or informational plaques) implemented. Potentially, even the bench-scale test itself can commence prior to completion of the DGI because pre-test analysis of the soil in the test-pots can be completed independent of in-situ soil sampling.

To provide for this strategy, which would involve UCB earlier and longer than our original vision, we have increased the estimate for our UCB collaborators and the bench-scale test implementation.

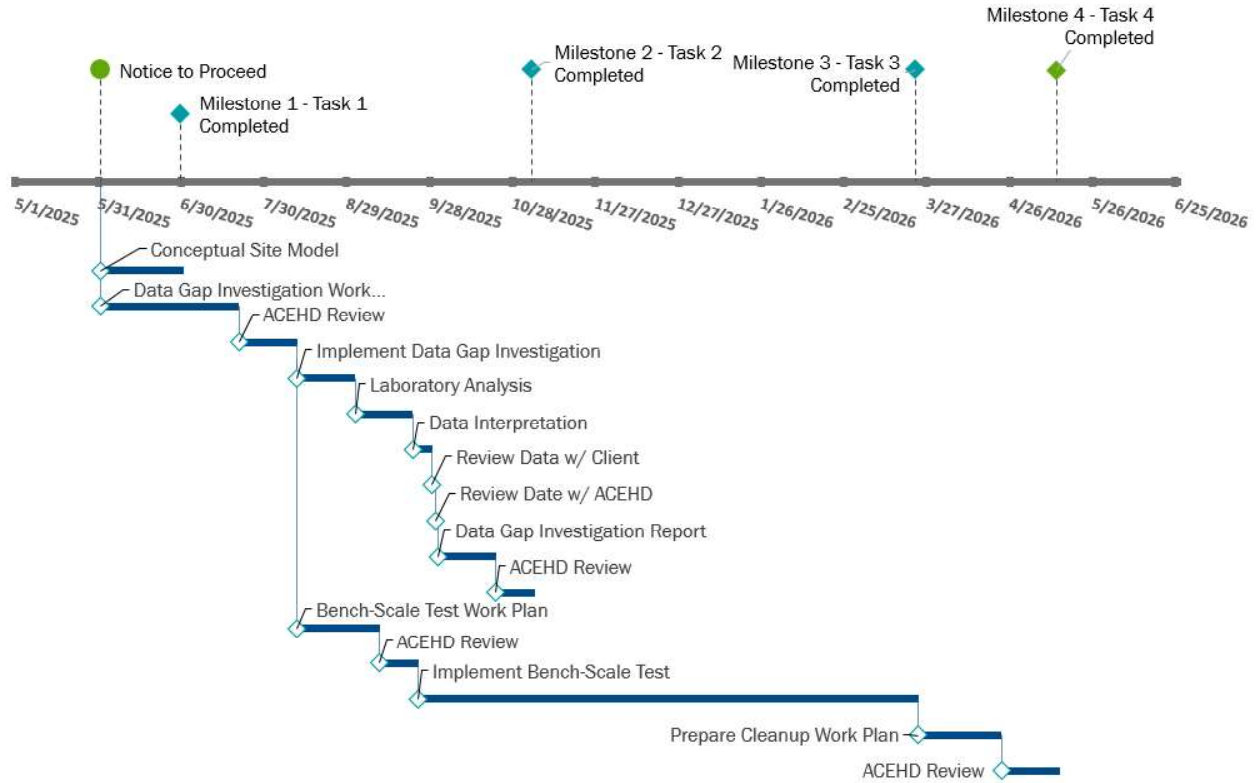
Task 4 Clean-up Work Plan

To ensure that the Clean-up Work Plan will have a comprehensive and defensible feasibility study and detailed remedial specifications, we have increased the estimate for Task 4. These elements are essential to meet regulatory expectations and to evaluate and document viable remedial alternatives based on the site-specific conditions.

The feasibility study will involve a comparative analysis of potential remedial approaches, including effectiveness, implementability, timeframe, and cost. The remedial specifications will outline design criteria, material requirements, and implementation procedures necessary to support clean-up.

3 Updates to Deliverable Schedule

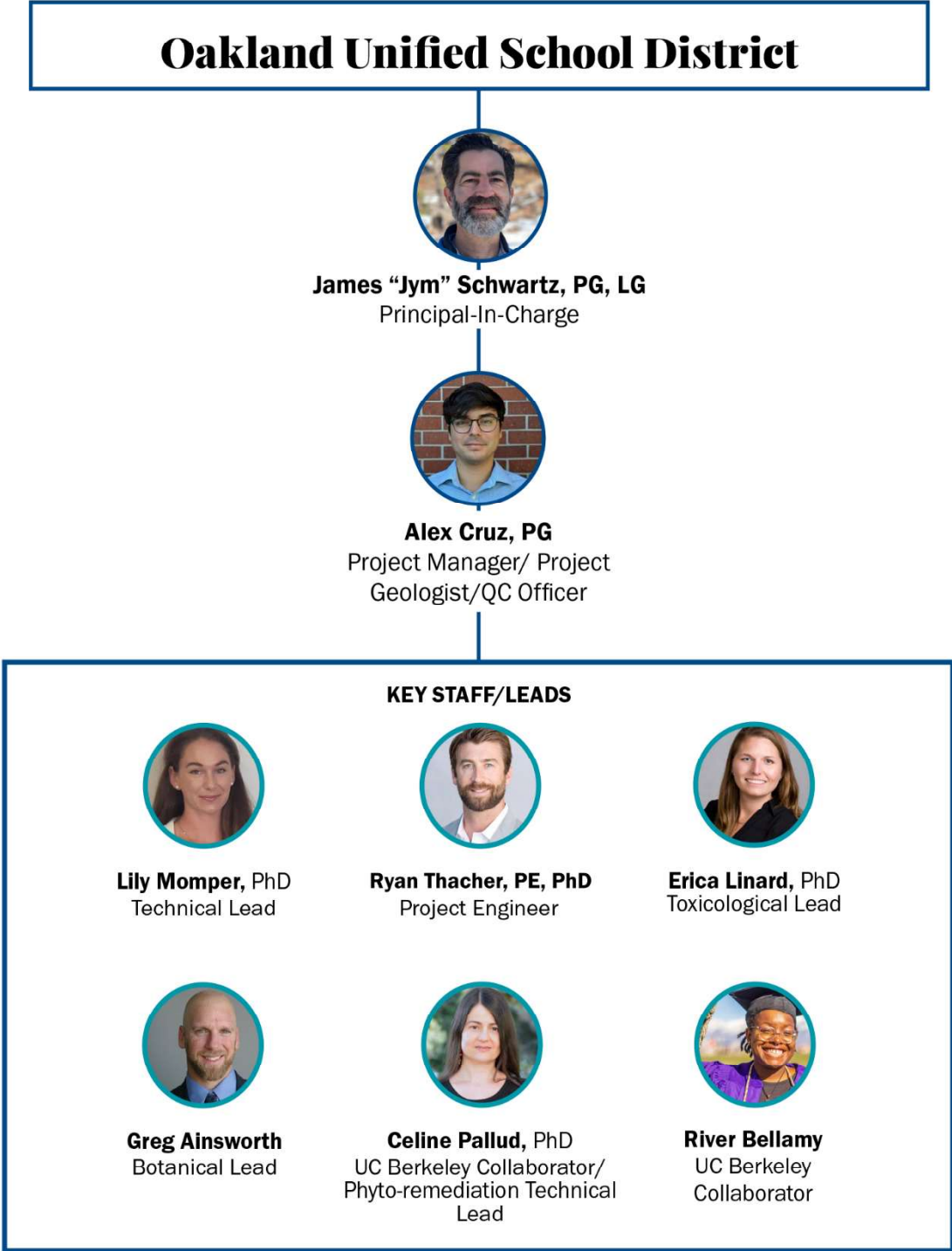
We have updated the deliverable schedule to reflect a project initiation in June 2025, but also adjusted the commencement of the Bench-scale Work Plan to be concurrent with the DGI – this would be a natural point to prepare this submittal since DGI field work and laboratory analysis will create office time during which the Bench-Scale Work Plan could be developed. Likewise, the bench-scale test could be implemented by field staff while the DGI Report is being prepared in the office.



Planning to execute the project in this sequence could create significant buffer time towards the end of the ECRG period that could be used to implement a “pilot test” removal action using Round 2 ECRG funds, if desired by the District.

4 Identification of Staffing Personnel

Because Addendum 3 lists an organizational structure very similar to what we proposed in our original proposal, limited updates are needed, except that Alex Cruz, the Project Manager, will also serve as the Quality Control Officer. Please see the updated organizational chart below:



Subcontractors

Through decades of countless successful projects, we have built valued relationships with subcontractors that we trust with our reputation and the success of our clients' projects. The following list of subcontractors will remain at-the-ready to support Rincon as the project progresses.



PeneCore Drilling is a C-57 certified-MBE based in Northern California that has supported most of our Bay Area drilling needs. Boasting a comprehensive fleet of drilling rigs, PeneCore's intimate knowledge of the Bay Area's lithology and regulatory landscape provides valuable insights that lead to both pre and in-field efficiencies. PeneCore conducts themselves professionally during scoping and execution of the field program and have supported Rincon on several affordable housing projects.



Eleven Engineering is a Northern California-based certified-WBE based in Petaluma, California. Eleven Engineering are California A, B, C-21, and HAZ licensed environmental contractors offering a full suite of remediation, decommissioning, and earthwork services. With the capability to coordinate, remove, contain, manage, and dispose of impacted soil or groundwater, Eleven Engineering has an impressive track record in Northern California remediation projects.



Calvada Surveying, Inc. is a Disabled Veteran and Minority Owned land surveying firm headquartered in Corona, California, with over 30 years of industry experience. Calvada has built a reputation for precision, reliability, and client-focused service, and specializes in a full range of surveying solutions, supporting both public- and private-sector projects. Their team utilizes advanced technologies, including High-Definition Surveying and drone-based methods, to ensure accuracy and efficiency. With a strong emphasis on innovation and quality, Calvada tailors its services to meet the unique requirements of each project.



Enthalpy Analytical is a national network of accredited environmental laboratories known for delivering high-quality data, regulatory expertise, and responsive support. With over 50 local, state, and federal accreditations across 10 laboratories, they are a trusted source for reliable, defensible results. Enthalpy has a service center in Emeryville, California, located a short distance from the project site, which makes sample drop-off reliable and timely.

EXHIBIT B

Hourly Rates

5 Cost Proposal and Professional Fees

Included below are a summary of the updated proposed costs and a detailed breakdown of the proposed costs.

Cost Summary

		Total Labor Budget		Direct Expenses	Total Budget
		Labor Budget	If-needed Revision Costs		
Task 1	Conceptual Site Model	\$10,092	\$4,314	\$0.00	\$14,406.00
Task 2	Data Gap Investigation Work Plan, Implementation, & Reporting	\$71,284	\$10,104	\$348,746.10	\$430,134.10
Task 3	Bench-scale Testing Work Plan, Implementation, & Reporting	\$129,438	\$5,688	\$88,550.70	\$223,676.70
Task 4	Cleanup Work Plan	\$20,484	\$14,284	\$0.00	\$34,768.00
Contingency		--	--	--	\$70,000.00
Total		\$231,298	\$34,390	\$437,296.80	\$772,984.80

Cost Breakdown

		Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1	Conceptual Site Model		59	\$14,406.00	\$0.00	\$14,406.00
Task 1.1	Initial Conceptual Site Model		41	\$10,092.00	\$0.00	\$10,092.00
	Principal	\$318	4	\$1,272.00		
	Supervisor Environmental Scientist I	\$282	6	\$1,692.00		
	Senior Environmental Scientist II	\$264	8	\$2,112.00		
	Senior Environmental Scientist I	\$246	12	\$2,952.00		
	Senior GIS Specialist	\$194	10	\$1,940.00		
	Publishing Specialist	\$124	1	\$124.00		
Task 1.2	Revised Conceptual Site Model (if needed)		18	\$4,314.00	\$0.00	\$4,314.00
	Principal	\$318	1	\$318.00		
	Supervisor Environmental Scientist I	\$282	2	\$564.00		
	Senior Environmental Scientist II	\$264	4	\$1,056.00		
	Senior Environmental Scientist I	\$246	6	\$1,476.00		
	Senior GIS Specialist	\$194	4	\$776.00		
	Publishing Specialist	\$124	1	\$124.00		
Task 2	Data Gap Investigation Work Plan, Implementation, & Reporting		338	\$81,388.00	\$348,746.10	\$430,134.10
Task 2.1	Initial Data Gap Investigation Work Plan		41	\$10,092.00	\$0.00	\$10,092.00
	Principal	\$318	4	\$1,272.00		
	Supervisor Environmental Scientist I	\$282	6	\$1,692.00		
	Senior Environmental Scientist II	\$264	8	\$2,112.00		
	Senior Environmental Scientist I	\$246	12	\$2,952.00		
	Senior GIS Specialist	\$194	10	\$1,940.00		
	Publishing Specialist	\$124	1	\$124.00		

Environmental Services for Brownfield Assessment and Cleanup Work Plan, DTSC ECRG Project

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 2.2 Revised Data Gap Investigation Work Plan (if-needed)		20	\$4,806.00	\$0.00	\$4,806.00
Principal	\$318	1	\$318.00		
Supervisor Environmental Scientist I	\$282	2	\$564.00		
Senior Environmental Scientist II	\$264	4	\$1,056.00		
Senior Environmental Scientist I	\$246	8	\$1,968.00		
Senior GIS Specialist	\$194	4	\$776.00		
Publishing Specialist	\$124	1	\$124.00		
Task 2.3 Data Gap Investigation Implementation		104	\$21,784.00	\$348,746.10	\$370,530.10
Task 2.3.1 Pre-field Tasks (Permitting, HASP, USA, Coordination)		12	\$2,568.00	\$8,800.00	\$11,368.00
Supervisor Environmental Scientist I	\$282	4	\$1,128.00		
Environmental Scientist II	\$180	8	\$1,440.00		
Licenses & Permits				\$8,800.00	
Task 2.3.2 Geophysical Subcontractor		0	\$0.00	\$8,800.00	\$8,800.00
Geophysical				\$8,800.00	
Task 2.3.3 Land Surveyor Subcontractor		0	\$0.00	\$6,490.00	\$6,490.00
Land Surveying				\$6,490.00	
Task 2.3.4 Drilling Subcontractor		0	\$0.00	\$42,333.50	\$42,333.50
Drilling Services				\$42,333.50	
Task 2.3.5 Rincon Field Program		88	\$18,496.00	\$2,696.00	\$21,192.00
Supervisor Environmental Scientist I	\$282	8	\$2,256.00		
Environmental Scientist III	\$203	80	\$16,240.00		
GPS				\$402.00	
Photoionization Detector				\$492.00	
Standard Field Package				\$912.00	
Vehicle Day Rate				\$720.00	
Water Level Indicator, DC Purge Pump				\$46.00	
Water Quality Equipment				\$124.00	
Task 2.3.6 Analytical Program		0	\$0.00	\$273,906.60	\$273,906.60
Laboratory Analysis				\$273,906.60	
Task 2.3.7 Investigation Derived Waste Disposal		4	\$720.00	\$5,720.00	\$6,440.00
Environmental Scientist II	\$180	4	\$720.00		
Waste Transportation/Disposal				\$5,720.00	
Task 2.4 Initial Data Gap Investigation Report		52	\$13,010.00	\$0.00	\$13,010.00
Principal	\$318	4	\$1,272.00		
Supervisor Environmental Scientist I	\$282	8	\$2,256.00		
Senior Environmental Scientist II	\$264	10	\$2,640.00		
Senior Environmental Scientist I	\$246	21	\$5,166.00		
Senior GIS Specialist	\$194	8	\$1,552.00		
Publishing Specialist	\$124	1	\$124.00		

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 2.5 Revised Data Gap Investigation Report (if needed)		22	\$5,298.00	\$0.00	\$5,298.00
Principal	\$318	1	\$318.00		
Supervisor Environmental Scientist I	\$282	2	\$564.00		
Senior Environmental Scientist II	\$264	4	\$1,056.00		
Senior Environmental Scientist I	\$246	10	\$2,460.00		
Senior GIS Specialist	\$194	4	\$776.00		
Publishing Specialist	\$124	1	\$124.00		
Task 2.6 Project Management		73	\$19,030.00	\$0.00	\$19,030.00
Principal	\$318	10	\$3,180.00		
Supervisor Environmental Scientist I	\$282	28	\$7,896.00		
Senior Environmental Scientist II	\$264	21	\$5,544.00		
Environmental Scientist IV	\$218	8	\$1,744.00		
Administrative Assistant/Billing Specialist	\$111	6	\$666.00		
Task 2.7 Meetings		26	\$7,368.00	\$0.00	\$7,368.00
Principal	\$318	6	\$1,908.00		
Supervisor Environmental Scientist I	\$282	10	\$2,820.00		
Senior Environmental Scientist II	\$264	10	\$2,640.00		

Task 2 Assumptions

- The geophysical clearance will occur on the same day as the USA mark out.
- The area(s) of interest will be free and clear of above ground cultural interference such as cars, stored materials, and heavy vegetation during the geophysical survey.
- Traffic control will not be needed.
- Borings will be completed with a direct-push technology rig
- Soil sampling will take 6-days to complete
- Monitoring well installation and development will take 2-days to complete
- Groundwater sampling will take 1-day to complete
- Rincon is not responsible for damage to any unmarked private or public utility
- Subsurface conditions and geology are amenable to the proposed drilling method; if refusal is encountered, some or all borings may not be advanced.
- Up to 284 soil samples will be analyzed for Title 22 metals and hexavalent chromium, total petroleum hydrocarbons (TPH) in the gasoline (-g), diesel (-d), and moto oil (-o) ranges with silica gel clean-up (SGC), organochlorine pesticides, volatile and semi-volatile organic compounds (VOCs and SVOCs respectively), and polychlorinated biphenyls (PCBs) on a dry weight basis.
- Up to 75 samples will warrant STLC analysis, and up to 50 will warrant TCLP analysis.
- Up to 45 soil samples will be analyzed for pH, exchangeable acidity, Modified Morgan extractable nutrients (P, K, Ca, Mg, Fe, Mn, Zn, Cu, B, S), lead (Pb), and aluminum (Al), cation exchange capacity, base saturation, soil organic matter, soluble salts, and soil nitrates.
- Rincon has negotiated lowered laboratory rates with Enthalpy Analytical; if another laboratory is used for the project, the costs are subject to change.
- Up to 284 samples will be collected in total with EPA Method 5035 field preservation.
- Up to 8 groundwater samples will be collected and analyzed for VOCs, TPH-g-d-o, Title 22 metals, and Poly and perfluoroalkyl substances (PFAS).
- The land surveyor will capture the latitude, longitude, and elevation of each monitoring well and other site features that may be material to the clean-up effort.
- The Project Management and Meeting time in Task 2 is intended to provide for both Task 1 and Task 2.

Environmental Services for Brownfield Assessment and Cleanup Work Plan, DTSC ECRG Project

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 3 Bench-scale Testing Work Plan, Implementation, & Reporting		311	\$135,126.00	\$88,550.70	\$223,676.70
Task 3.1 Initial Bench-scale Testing Work Plan		56	\$14,174.00	\$0.00	\$14,174.00
Principal	\$318	6	\$1,908.00		
Supervisor Environmental Scientist I	\$282	8	\$2,256.00		
Senior Environmental Scientist II	\$264	12	\$3,168.00		
Senior Environmental Scientist I	\$246	21	\$5,166.00		
Senior GIS Specialist	\$194	8	\$1,552.00		
Publishing Specialist	\$124	1	\$124.00		
Task 3.2 Revised Bench-scale Testing Work Plan (if-needed)		23	\$5,688.00	\$0.00	\$5,688.00
Principal	\$318	2	\$636.00		
Supervisor Environmental Scientist I	\$282	4	\$1,128.00		
Senior Environmental Scientist II	\$264	4	\$1,056.00		
Senior Environmental Scientist I	\$246	8	\$1,968.00		
Senior GIS Specialist	\$194	4	\$776.00		
Publishing Specialist	\$124	1	\$124.00		
Task 3.3 Bench-scale Testing Implementation		136	\$91,480.00	\$88,550.70	\$180,030.70
Task 3.3.1 Field Program		128	\$89,856.00	\$22,950.00	\$112,806.00
Supervisor Environmental Scientist I	\$282	8	\$2,256.00		
Environmental Scientist II	\$180	120	\$21,600.00		
UC Berkeley Fees	\$0	0	\$66,000.00		
Sampling Equipment				\$20,790.00	
Vehicle Day Rate				\$2,160.00	
Task 3.3.2 Analytical Program		0	\$0.00	\$56,800.70	\$56,800.70
Laboratory Analysis				\$56,800.70	
Task 3.3.3 Investigation Derived Waste		8	\$1,624.00	\$8,800.00	\$10,424.00
Environmental Scientist III	\$203	8	\$1,624.00		
Waste Transportation/Disposal				\$8,800.00	
Task 3.4 Project Management		84	\$20,184.00	\$0.00	\$20,184.00
Principal	\$318	16	\$5,088.00		
Supervisor Environmental Scientist I	\$282	28	\$7,896.00		
Environmental Scientist II	\$180	40	\$7,200.00		
Task 3.5 Meetings		12	\$3,600.00	\$0.00	\$3,600.00
Principal	\$318	6	\$1,908.00		
Supervisor Environmental Scientist I	\$282	6	\$1,692.00		

Task 3 Assumptions

- The District is amenable to staging the hoophouse containing the bench-scale tests onsite.
- Rincon and UC Berkeley are not responsible for unforeseeable or incidental damage to the bench-scale test, including from severe weather events, vandalism, unpreventable plant illness, pest infestation, and other unavoidable conditions that could compromise the study.
- Rincon and UC Berkeley will be responsible for the implementation, maintenance, and monitoring of the study, and will procure all of the necessary supplies thereof.

		Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<ul style="list-style-type: none"> • Sampling equipment, personal protective equipment, common tools, pots, irrigation infrastructure, the hoophouse, soil amendments, and the hyperaccumulator plants, and are based on current prices; if prices increase at the time of implementation, Rincon may request a change-order. • Up to 102 soil samples will be analyzed for Title 22 metals and hexavalent chromium, TPH-g-d-o with SGC, and VOCs. • Up to 102 soil samples will be analyzed for pH, exchangeable acidity, Modified Morgan extractable nutrients (P, K, Ca, Mg, Fe, Mn, Zn, Cu, B, S), lead (Pb), and aluminum (Al), cation exchange capacity, and base saturation. • Up to 310 leachate samples will be collected and analyzed by UC Berkeley for lead, arsenic, and TPH. • UC Berkeley anticipates visiting the site on average twice a week during the 6-monthly study period. • Rincon will visit the site on average once a week for a 4-hour period during the 6-month study period. • The Project Management and Meeting time in Task 3 is intended to provide for both Task 3 and Task 4. 						
Task 4	Cleanup Work Plan		138	\$34,768.00	\$0.00	\$34,768.00
Task 4.1	Initial Cleanup Work Plan		81	\$20,484.00	\$0.00	\$20,484.00
	Principal	\$318	8	\$2,544.00		
	Supervisor Environmental Scientist I	\$282	12	\$3,384.00		
	Senior Environmental Scientist II	\$264	28	\$7,392.00		
	Senior Environmental Scientist I	\$246	16	\$3,936.00		
	Senior GIS Specialist	\$194	16	\$3,104.00		
	Publishing Specialist	\$124	1	\$124.00		
Task 4.2	Revised Cleanup Work Plan (if needed)		57	\$14,284.00	\$0.00	\$14,284.00
	Principal	\$318	4	\$1,272.00		
	Supervisor Environmental Scientist I	\$282	12	\$3,384.00		
	Senior Environmental Scientist II	\$264	16	\$4,224.00		
	Senior Environmental Scientist I	\$246	12	\$2,952.00		
	Senior GIS Specialist	\$194	12	\$2,328.00		
	Publishing Specialist	\$124	1	\$124.00		
	Contingency		0	\$70,000.00	\$0.00	\$70,000.00
Project Total			846	\$335,688.00	\$437,296.80	\$772,984.80

General Assumptions

- Rincon's goal is to work with ACEHD to facilitate submittals that are accepted on first review; the "if-needed" budgets are intended to provide for responding to one round of comments from ACEHD if issued. Addressing further rounds of comments may require a change order.
- The submittals to the District and ACEHD will be in PDF; hard copies of the draft report are not included.
- Rincon will address one round of consolidated comments from the District on the draft submittals prior to finalizing; if additional review/comments need to be addressed, Rincon may submit a request for a change order.
- The combined Project Management and Meeting time is estimated to account for approximately 10% or less of the total budget, excluding both Contingency and the Project Management and Meeting time itself.
- If the Project management and/or Meeting time is exceeded, and Rincon is requested to provide additional management and/or meeting tasks, Rincon may submit a request for a change order, if one is justifiable.

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

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

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

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

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions


Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Rincon Consultants, Inc.
Date of Entity's Contract with District: June 5, 2025
Scope of Entity's Contract with District: As attached in Exhibit A

I, Torin Snyder *[insert name]*, am the Principal *[insert "owner" or officer title]* for Rincon Consultants, Inc. *[insert name of business entity]* ("Entity"), which entered a contract on June 5, 2025, with the District for Scope of Services as Attached

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 13, 2025 Signature: 
Typed Name: Torin Snyder
Title: Principal
Entity: Rincon Consultants, Inc.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Environmental Services for Brownfield Assessment -The Center	Site	184
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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 #		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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	24159				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-12-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12--31-2026
		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)	\$772,984.80
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
7710/9000	Fund 35	350-7710-0-9000-8500-5825-184-9180-9003-9999-24159	5825	\$772,984.80

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	05/15/2025		
2.	Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	05/13/2025		
3.	Chief Systems & Services Officer				
	Signature	Date Approved			
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			