

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-1943
Introduction Date	9-11-2024
Enactment Number	24-1667
Enactment Date	9/11/2024 CJH



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

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems & Services Officer – Kenya Chatman Executive Director,  
Facilities Planning and Management

**Board Meeting Date** September 11, 2024

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

**Action Requested** Approval by the Board of Education of Agreement for General Services Agreement by and between the **District** and Farallon Consulting, LLC, Oakland, CA., for the latter to provide environmental services, which consist of conducting a data gap investigation to identify missing or incomplete information, ensuring that all critical environmental data is accurate and reported for improved decision-making and compliance for the **Melrose Leadership Academy at Maxwell Park Project**, in the total not-to-exceed amount of **\$28,581.00**, with the work scheduled to commence on **September 12, 2024**, and scheduled to last until **December 31, 2024**, pursuant to the Agreement.

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

**LBP** (Local Business Participation Percentage) 93.80%

**Recommendation** Approval by the Board of Education of Agreement for General Services Agreement by and between the District and Farallon Consulting, LLC, Oakland, CA., for the latter to provide environmental services, which consist of conducting a data gap investigation to identify missing or incomplete information, ensuring that all critical environmental data is accurate and reported for improved decision-making and compliance for the Melrose Leadership Academy at Maxwell Park Project, in the total not-to-exceed amount of \$28,581.00, with the work scheduled to commence on September 12, 2024, and scheduled to last until December 31, 2024, pursuant to the Agreement.

**Fiscal Impact**

- Fund 21 Building Fund Measure Y

**Attachments**

- Contract Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



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

**Legislative File ID No.** 24-1943

**Department:** Facilities Planning and Management

**Vendor Name:** Farallon Consulting, LLC

**Project Name:** Melrose Leadership Academy at Maxwell Park

**Project No.:** 22126

**Contract Term: Intended Start:** September 12, 2024

**Intended End:** December 31, 2024

**Total Cost Over Contract Term:** \$28,581.00

**Approved by:** Preston Thomas

**Is Vendor a local Oakland Business or has it met the requirements of the**

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

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

Farallon Consulting, LLC was selected based on a request for proposals.

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

Farallon, will provide environmental services, which consist of conducting a data gap investigation to identify missing or incomplete information, ensuring that all critical environmental data is accurate and reported for improved decision-making and compliance for the Melrose Leadership Academy at Maxwell Park Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

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

OUSD - LBU Verification Calculations & Analysis



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

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

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

LBU Justification

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

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

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

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

ACC Environmental

Approval - LBU Compliance Officer

Prepared by 360 Total Concept  
LBU Calculations - Melrose Leadership Academy - ESA Consultants - 09.08.2022  
Professional Services

9/20/2022

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This general services agreement (“Agreement”) is made and entered into effective **September 12, 2024** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and Farallon Consulting, LLC (“Consultant” and together with District, the “Parties”).

1. **Consultant Services.** Consultant agrees to provide the following services to District (collectively, the “Basic Services”): For the Melrose Leadership Academy Maxwell Park Project (“Project”), to provide environmental services, which consist of conducting a data gap investigation to identify missing or incomplete information, ensuring that all data critical environmental data is accurate and reported for improved decision-making and compliance. (as further described in *Exhibit A* to this Agreement). Consultant shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Consultant agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Farallon Consulting, LLC, consultants specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall begin on September 12, 2024, and shall end on December 31, 2024 (“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.** The District may terminate this Agreement at any time by giving thirty (30) days advance written notice to the Consultant. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if (1) Consultant materially breaches any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes

District to potential liability or may cause an increase in District's insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant's insolvency; or (6) Consultant or Consultant Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Consultant's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in Exhibit B for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed TWENTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS NO/100 (\$28,581.00), which consists of a not-to-exceed amount of TWENTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS NO/100 (\$28,581.00) for performance of the Basic Services, and a not-to-exceed contingency amount of ZERO (\$0) 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.** Consultant shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Consultant's expenses.

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

Housing Act (“FEHA”).

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

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

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

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



Consultant and the Consultant Parties and otherwise in connection with this Agreement.

**11. Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Consultant shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

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

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

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

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

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

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

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

**13. Confidential Information.** All District information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Consultant shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student

information received from the District, including but not limited to student names and other identifying information. Consultant shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Consultant shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

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

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

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

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

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

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

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

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

experts' fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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


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


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**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONSULTANT:  
FARALLON CONSULTING, L.L.C.**

  
 \_\_\_\_\_  
 Benjamin Davis, President  
 Board of Education President  
 Date 9/12/2024

By:   
 \_\_\_\_\_

  
 \_\_\_\_\_  
 Kyla Johnson-Trammell, Superintendent  
 and Secretary, Board of Education  
 Date 9/12/2024

Name: James Schwartz  
 Title: Principal Geologist  
 Date: August 14, 2024

  
 \_\_\_\_\_  
 Preston Thomas (Aug 15, 2024 14:55 PDT)  
 Preston Thomas, Systems & Services  
 Officer,  
 Date Aug 15, 2024

<p><b>Address for District Notices:</b>          Oakland Unified School District          Facilities Planning &amp; Management Dept.          955 High Street          Oakland, CA 94601</p>	<p><b>Address for District Notices:</b>          Farallon Consulting, LLC          330 Franklin Street, Suite 200          Oakland, CA 94607</p>
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**Approved as to Form:**

  
 \_\_\_\_\_  
 OUSD Facilities Legal Counsel  
 Date 8/14/24

**EXHIBIT A**

**Scope of Services**



July 29, 2024

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

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

Dear Tadashi Nakadegawa:

Farallon Consulting, L.L.C. (Farallon) has prepared this letter to present a scope of work and cost estimate to conduct a data gap investigation at the Melrose Leadership Academy at Maxwell Park Campus located at 4730 Fleming Avenue in Oakland, California (herein referred to as the Maxwell Campus). This letter presents a brief description of Farallon's understanding of the work, a discussion of the scope of work to be completed, and the cost estimate and schedule to conduct the work.

### **BACKGROUND**

Farallon conducted a Phase I Environmental Site Assessment (ESA) for the Maxwell Campus on July 14, 2023.<sup>1</sup> The Maxwell Campus consists of Alameda County Parcel No. 36-2442-7, which totals 3.68 acres of land developed with a school building (main school building) constructed in approximately 1925 and several portable classroom buildings. The two-story main school building with partial basement has a footprint of approximately 19,700 square feet. Remaining areas of the Maxwell Campus consist of asphalt-paved play areas and landscaping. The Maxwell Campus is occupied by the Oakland Unified School District (the District) and used as an elementary through middle school.

During the Phase I site reconnaissance, Farallon observed an unused boiler beneath the stairs leading to the basement on the northwestern side of the main school building. The unused boiler was reportedly fueled by heating oil supplied from the former heating oil underground storage tank (UST) located beneath the sidewalk adjoining the southwestern

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<sup>1</sup> Farallon. 2023. *Phase I Environmental Site Assessment Report, Melrose Leadership Academy at Maxwell Park Campus, 4730 Fleming Avenue, Oakland, California*. July 14.



side of the Maxwell Campus. Alameda County Department of Environmental Health (ACDEH) records indicated that the 2,000-gallon heating oil UST was removed under permit and supervision of the Oakland Fire Services Agency. The UST provided heating oil to the Maxwell Campus boiler through product lines. Visual inspection of the former heating oil UST and confirmation sampling did not find evidence of a release that would trigger regulatory action. Farallon concluded that the former heating oil UST does not represent a recognized environmental condition in connection with the Maxwell Campus. However, the UST Closure Report<sup>2</sup> did not state whether the product lines connecting the heating oil UST to the boilers were removed. The potential release of heating oil from the UST product lines represented a recognized environmental condition. Insufficient information regarding the location and status of the heating oil UST product lines, and whether confirmation sampling was conducted during removal, was considered a significant data gap for the Phase I ESA Report.

### **SCOPE OF WORK**

The scope of work for the Data Gap Investigation will be conducted under the existing Task 1 and new Tasks 4, 5, and 6 as follows:

- Task 1: Project Management and Communications;
- Task 4: Maxwell Campus Data Gap Investigation;
- Task 5: Data Gap Investigation Report; and
- Task 6: Phase I ESA Report Update.

A description of work under each task is provided below.

#### **TASK 1: PROJECT MANAGEMENT AND COMMUNICATIONS**

Task 1 includes project management duties such as budgeting, scoping, allocating personnel resources, meetings, subcontracting, progress reporting, and communications with the client, regulator, and general contractor and subcontractors as appropriate; and documentation management, including reporting, invoicing, and other administrative duties. Farallon will prepare a Site-specific Health and Safety Plan for the field work in accordance

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<sup>2</sup> ACC Environmental Consultants. 1998. Letter Regarding Underground Storage Tank Closure Report, Maxwell Park Elementary, 4730 Fleming Avenue, Oakland, California. From David DeMent. To Tadashi Nakedegawa of Oakland Unified School District. October 20.





with the U.S. Occupational Safety and Health Administration and Part 1910.120 of Title 29 of the Code of Federal Regulations.

#### **TASK 4: MAXWELL CAMPUS DATA GAP INVESTIGATION**

Task 4 consists of a geophysical survey and subsurface investigation, based on the outcome of the geophysical survey. The geophysical survey will be conducted around the anticipated location of the former heating oil UST to locate the former UST and associated product lines at the Maxwell Campus. If these features are located, up to five borings will be advanced along the product lines to evaluate soil conditions. If the alignment of the UST product lines cannot be located then two borings will be advanced at the UST location and the boiler. Prior to conducting subsurface investigation activities, Farallon will retain public and private utility locating services to clear the proposed boring locations and provide additional information pertaining to the locations of subsurface utilities at the Site. Final boring locations may be modified as necessary due to access limitations, the presence of utilities or equipment, and surface conditions at the Site.

The soil samples will be placed on ice in a cooler and submitted to Torrent Laboratory of Milpitas, California under standard chain-of-custody protocols. Samples will be submitted for the following laboratory analyses:

- Total petroleum hydrocarbons as diesel-range organics (DRO) and as oil-range organics (ORO) by U.S. Environmental Protection Agency (EPA) Method 8015B;
- Total petroleum hydrocarbons as gasoline-range organics (GRO) by EPA Method 8015B; and
- Volatile organic compounds (VOCs) by EPA Method 8260B.

The cost estimate assumes one soil sample from each boring (five total samples) will be submitted for laboratory analysis.

Investigation-derived waste (IDW), including soil cuttings generated during the subsurface investigation, will be temporarily stored on the Site in a 55-gallon U.S. Department of Transportation approved steel drum with locking lids pending receipt of laboratory analytical results. A soil sample will be collected from the IDW drum and will be submitted for laboratory analysis for DRO, ORO, GRO, VOCs, and Title 22 Metals to develop a waste profile to evaluate waste disposal options. Once the waste has been profiled and a disposal option has been selected by the District, the waste will be disposed of off the Site at an approved facility.



## **TASK 5: DATA GAP INVESTIGATION REPORT**

Farallon will prepare a letter report documenting the results from the data gap investigation and providing conclusions and recommendations based on the data collected. The letter report will include:

- A brief description of the Site;
- A summary of the subsurface conditions encountered during the subsurface investigation;
- Scaled figures depicting the boring locations and any encountered USTs and product lines;
- Tables summarizing the laboratory analytical results, with a comparison of detected concentrations of hazardous substances to regulatory screening levels; and
- Farallon's conclusions and recommendations based on the results from the subsurface investigation.

Farallon will provide a draft copy of the letter report to the District for review and comment. After receiving comments from the District and incorporating revisions, Farallon will produce the final report.

## **TASK 6: PHASE I ESA REPORT UPDATE**

The All Appropriate Inquiries (AAI) rule prepared by EPA<sup>3</sup> specifies that all appropriate inquiries must be conducted within 1 year prior to the date of acquisition of the Subject Property. EPA has defined the date of acquisition as the date a person acquires title to the property. To ensure full coverage under the AAI rule, a valid Phase I ESA Report must be completed within 1 year prior to the date of acquisition of title. Because the District already has acquired title for the Maxwell Campus, the Department of Toxic Substances Control (DTSC) has clarified that Phase I ESA reports should be updated within 1 year prior to submission to DTSC for review.

The following Phase I ESA Report components and supporting information sources must be updated if they were completed more than 6 months (180 days) prior to submission to DTSC for review. The Phase I ESA components with a 180-day shelf life consist of:

- Site reconnaissance;

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<sup>3</sup> Part 312 of Subchapter J of Chapter I of Title 40 of the Code of Federal Regulations.



- Subject Property interview(s);
- User-provided information;
- Review of government regulatory records; and
- Declaration/signature of certifying Environmental Professional.

Farallon will update the Phase I ESA previously prepared for the Site to be current in accordance with ASTM International Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. This update will include reinspecting the Maxwell Campus, obtaining an updated regulatory database report, and incorporating the findings from Task 5 into the updated Phase I ESA Report. Subsequent to finalizing the updated Phase I ESA Report, Farallon will submit the report to DTSC for review.

#### **COST ESTIMATE**

The estimated time and material cost to conduct the scope of work is twenty-eight thousand five hundred eighty-one dollars (\$28,581). Estimated costs are detailed in Table 1 in accordance with Farallon's *2024 Schedule of Charges – Oakland Unified School District*, subject to periodic adjustment. The laboratory analytical fees included in Table 1 are based on a standard laboratory turnaround time of 5 to 10 business days. The cost estimate is valid for 90 days from the date of this letter.

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

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



## SCHEDULE

Farallon will initiate the proposed scope of work immediately upon receiving written authorization to proceed. Farallon will provide an electronic copy of the letter report within approximately 15 business days of receiving the final laboratory analytical data.


## CLOSING

Farallon appreciates the opportunity to provide environmental consulting services to the District. Please contact either of the undersigned at (510) 879-6800 if you have questions or comments regarding this scope of work and cost estimate.

Sincerely,

**Farallon Consulting, L.L.C.**

  
Laura Mosqueda  
Staff Geologist

  
Peter D. Sims, P.G.  
Associate Geologist

  
James Schwartz, P.G.  
Principal Geologist

Attachments: *Table 1, Cost Estimate for Data Gap Investigation*  
*2024 Schedule of Charges - Oakland Unified School District*

cc: Victor Manansala, Oakland Unified School District  
Jorge Deanda, Oakland Unified School District

LM/PDS:mbg

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

LABOR COSTS	TASK 1: PROJECT MANAGEMENT AND COMMUNICATIONS		TASK 4: MAXWELL CAMPUS DATA GAP INVESTIGATION		TASK 5: DATA GAP INVESTIGATION REPORT		TASK 6: PHASE I ESA REPORT UPDATE		TOTAL	
	Units/Hr	Cost	Units/Hr	Cost	Units/Hr	Cost	Units/Hr	Cost	Units/Hr	Cost
Principal II	2	\$648	2	\$648	2	\$648	2	\$648	8	\$2,592
Associate I	8	\$1,928	4	\$964	4	\$964	12	\$2,892	28	\$6,748
Staff I	4	\$764	20	\$3,820	16	\$3,056	4	\$764	44	\$8,404
Associate Analyst	--	--	--	--	2	\$410	--	--	2	\$410
Senior CAD Technician	--	--	--	--	2	\$342	2	\$342	4	\$684
Technical Editor	--	--	--	--	2	\$278	2	\$278	4	\$556
Project Assistant	2	\$256	2	\$256	2	\$256	2	\$256	6	\$768
<b>LABOR COSTS SUBTOTALS</b>	<b>16</b>	<b>\$3,596</b>	<b>26</b>	<b>\$5,432</b>	<b>30</b>	<b>\$5,954</b>	<b>24</b>	<b>\$5,180</b>	<b>96</b>	<b>\$20,162</b>
<b>SUBCONTRACTORS AND LABORATORY COSTS - no markup applied</b>										
Subcontractors	Notes	Rate	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Geophysical Survey Contractor		\$1,400	1	\$1,400	--	--	--	--	1	\$1,400
Drilling Contractor		\$3,000	1	\$3,000	--	--	--	--	1	\$3,000
Waste Disposal Contractor	1 Drum of soil cuttings	\$800	1	\$800	--	--	--	--	1	\$800
Regulatory Database and Historical Documents Contractor		\$390	--	--	--	--	1	\$390	1	\$390
Laboratories	Notes	Rate	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
	Volatile Organic Compounds	\$142	6	\$852	--	--	--	--	6	\$852
	Title 22 Metals	\$149	1	\$149	--	--	--	--	1	\$149
Analytical Laboratory - Soil - Standard Turnaround	Diesel- and Heavy Oil-Range Organics	\$67	6	\$402	--	--	--	--	6	\$402
	Gasoline-Range Organics/BTEX	\$51	6	\$306	--	--	--	--	6	\$306
<b>SUBCONTRACTORS AND LABORATORY COSTS SUBTOTALS</b>				<b>\$6,909</b>		<b>\$0</b>		<b>\$390</b>		<b>\$7,299</b>
<b>EXPENSES - no markup applied</b>										
Expenses	Notes	Rate	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Permits		\$530	1	\$530	--	--	--	--	1	\$530
Field Instruments and Equipment	Notes	Rate	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Field Tool Kit, H.D.	per day	\$30	1	\$30	--	--	--	--	1	\$30
Field Truck	per day	\$80	2	\$160	--	--	--	--	2	\$180
Field Truck Mileage	per mile	\$0.75	80	\$60	--	--	--	--	80	\$60
Level D PPE	per day	\$25	2	\$50	--	--	--	--	2	\$50
Phototization Detector	per day	\$105	1	\$105	--	--	--	--	1	\$105
Sampling/Decon Kit	per day	\$60	1	\$60	--	--	--	--	1	\$60
Consumable Field Supplies	Notes	Rate	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Waste Disposal Drum	each	\$105	1	\$105	--	--	--	--	1	\$105
<b>EXPENSES SUBTOTALS</b>				<b>\$1,120</b>		<b>\$0</b>		<b>\$0</b>		<b>\$1,120</b>
<b>ESTIMATED TOTAL PER TASK</b>				<b>\$3,596</b>		<b>\$5,954</b>		<b>\$5,570</b>		<b>\$28,581</b>
<b>PROPOSED TOTAL</b>				<b>\$13,461</b>		<b>\$0</b>		<b>\$0</b>		<b>\$1,120</b>

**EXHIBIT B**

**Hourly Rates**



## 2024 SCHEDULE OF CHARGES - OAKLAND UNIFIED SCHOOL DISTRICT

Effective November 1, 2023

### PERSONNEL

Technician	\$148 /hour
Staff II	\$173 /hour
Staff I	\$191 /hour
Project II	\$205 /hour
Project I	\$222 /hour
Associate II	\$230 /hour
Associate I	\$241 /hour
Senior II	\$261 /hour
Senior I	\$273 /hour
Principal II	\$324 /hour
Principal I	\$363 /hour
Principal	\$375 /hour
Staff Analyst	\$171 /hour
Project Analyst	\$182 /hour
Associate Analyst	\$205 /hour
Senior Analyst	\$261 /hour
GIS Analyst	\$205 /hour
GIS Technician	\$171 /hour
Senior CAD Technician	\$171 /hour
CAD/Graphics Technician	\$150 /hour
Technical Editor	\$139 /hour
Project Assistant	\$128 /hour
Clerical/Support	\$116 /hour
Legal Testimony and Deposition	50% premium on labor

### EXPENSES

Subcontractors (Labor and Services)	Cost
Direct Expenses	Cost
Lodging/Meals Per Diem	Cost OR \$250/day
Report Production Expenses	Cost
Vehicle Mileage	Cost

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





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

**CONSUMABLE FIELD SUPPLIES**

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



**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT  
FOR CONSTRUCTION CONTRACTS**  
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, 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. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 8/14/2024

  
Signature

Name: Martin Hamann

Title: Principal Hydrogeologist

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.2, 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**

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM  
FOR CONSTRUCTION CONTRACTS**

*Note: This form must be submitted by Contractor before it may commence any work.*

Contractor Firm Name: Farallon Consulting, LLC  
Supervisor/Foreman Name: Peter Sims  
Start Date: TBD  
Completion Date: TBD  
Location of Work: 4730 Fleming Avenue, Oakland, CA  
Hours of Work: 7am to 3pm  
Length of Time on Grounds: 8 hours  
Number of Employees on the Job: 1

I am an owner or officer of Contractor authorized to sign this document on behalf of Contractor. Contractor acknowledges that the Owner has determined that Contractor’s employees, or that Contractor as a sole proprietor, will have more than limited contact with students. Therefore, in order to comply with Education Code section 45125.2, Contractor will use the following methods to ensure student safety (check at least one):

- [X] A physical barrier will be installed at the worksite to limit contact with pupils.
- [ ] Contractor is not a sole proprietorship, and its employees will be continually monitored and supervised by one of its employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

\_\_\_\_\_

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

\_\_\_\_\_

Name of employee who is the custodian of the Department of Justice verification information:


\_\_\_\_\_

- [ ] The Owner has agreed that Contractor’s employees, or Contractor as sole proprietor, will be surveilled by Owner’s personnel.

If Contractor does not comply with the requirements of Education Code section 45125.2, then Contractor will comply with the requirements of Education Code section 45125.1.

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

Dated: 8/14/2024

Signature:   
Typed Name: Martin Hamann  
Title: Principal Hydrogeologist  
Contractor: Farallon Consulting, LLC





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/16/2023

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

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

PRODUCER Parker, Smith & Feek Insurance, LLC. 1707 Dock Street Tacoma, WA 98402	CONTACT NAME:	
	PHONE (A/C. No. Ext): 253-359-9700	FAX (A/C. No):
INSURED Farallon Consulting LLC 975 5th Avenue NW Issaquah, WA 98027	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Allied World Assurance (U.S.), Inc.
	INSURER B:	State Compensation Ins. Fund of CA
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	03129318	06/21/2023	06/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	60001160	06/21/2023	06/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	03129319	06/21/2023	06/21/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	923266123 ** CA	05/04/2023	05/04/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Professional/Pollution Liability			03129318	06/21/2023	06/21/2024	\$1,000,000 Occ/Incident and Aggregate

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

Environmental Site Assessment Consulting Services for Melrose Leadership Academy at Maxwell Park and Sherman Campuses.

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

### CERTIFICATE HOLDER

### CANCELLATION

Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kathryn Campeau</i>

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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Melrose Leadership Academy at Maxwell Park Project	<b>Site</b>	235
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### Basic Directions

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

<b>Attachment Checklist</b>	<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

<b>Contractor Name</b>	Farallon Consulting, LLC	<b>Agency's Contact</b>	Peter Sims		
<b>OUSD Vendor ID #</b>	008269	<b>Title</b>	Principal Geologist		
<b>Street Address</b>	330 Franklin Street, Suite 200	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-879-6800	<b>Zip</b>	94607		
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	22126				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	9-12-2024	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2024
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$ 28,581.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9891	Fund 21, Measure Y	210-9655-0-9891-8500-6289-235-9180-9906-9999-22126	6289	\$28,581.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	<b>Signature</b>		<b>Date Approved</b>	Aug 15, 2024	
	Keriya Zhatman (Aug 15, 2024 11:41 PDT)				
2.	<b>General Counsel, Facilities</b>				
	<b>Signature</b>		<b>Date Approved</b>	8/14/24	
3.	<b>Chief Systems &amp; Services Officer</b>				
	<b>Signature</b>		<b>Date Approved</b>	Aug 15, 2024	
	Preston Thomas (Aug 15, 2024 14:55 PDT)				
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>		<b>Date Approved</b>		
5.	<b>President, Board of Education</b>				
	<b>Signature</b>		<b>Date Approved</b>		