

Board Office Use: Legislative File Info.	
File ID Number	25-1687
Introduction Date	08-13-2025
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date August 13, 2025

Subject Ratification of a General Services Agreement – ACC Environmental Consultants, Inc. – Ralph J. Bunche Demolition Project - Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of a General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, California, for the latter to conduct a supplemental asbestos and lead paint survey with PBC sampling in connection with the planned **Ralph J. Bunche Demolition Project**. This agreement is authorized under the Emergency Construction Services Resolution No. 2425-0132, in the not to exceed amount of **\$53,319.20**, which includes a not-to-exceed amount of **\$4,847.20** for Additional Services with the work scheduled to commence on **June 26, 2025**, and expected to last until **December 31, 2026**.

Discussion Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060); in addition, this contract is authorized by the District’s resolution to approve certain Emergency contracts (Public Contract Code §§22035 and 22050)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Ratification by the Board of Education of a General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, California, for the latter to conduct a supplemental asbestos and lead paint survey with PBC sampling in connection with the planned Ralph J. Bunche Demolition Project. This agreement is authorized under the Emergency Construction Services Resolution No. 2425-0132, in the not to exceed amount of \$53,319.20, which includes a not-to-exceed amount of \$4,847.20 for Additional Services with the work scheduled to commence on June 26, 2025, and expected to last until December 31, 2026.

Fiscal Impact Fund 21-Building – Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form
- Resolution No. 2425-0132



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-1687

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants, Inc.

Project No.: 25058

Project Name: Ralph J. Bunche Demolition Project

Contract Term: Intended Start: June 26, 2025

Intended End: December 31, 2026

Total Cost Over Contract Term: \$53,319.20

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?

ACC Environmental Consultants was a direct hire by the District.

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

ACC Environmental Consultants will conduct a supplemental asbestos and lead paint survey with PBC sampling in connection with the planned demolition of the Ralph J. Bunche Demolition 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 pricing of this Agreement is consistent with the expected costs for the scope of work.

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:

- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060); in addition, this contract is authorized by the District’s resolution to approve certain Emergency contracts (Public Contract Code §§22035 and 22050)

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **June 26, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **ACC Environmental 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”): conduct a supplemental asbestos and lead paint survey with PBC sampling in connection with the planned **Ralph J. Bunche Demolition Project** (“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 **ACC Environmental 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 be the duration of the Project (“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. The term for performance of the Services shall begin on **June 26, 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 **Fifty-Three Thousand Three Hundred Nineteen Dollars and Twenty Cents (\$53,319.20)**, which consists of a not-to-exceed amount of **Forty-Eight Thousand Four Hundred Seventy-Two Dollars (\$48,472.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Four Thousand Eight Hundred Forty-Seven Dollars and Twenty Cents (\$4,847.20)** 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.

OUSD 955 High Street Oakland, CA Attn: Preston Thomas	ACC Environmental Consultants 7977 Capwell Drive, Suite 100, Oakland, CA Attn: Steve Jackson
--	--

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

 Jennifer Brouhard, President,
 Board of Education

 Date

 Denise G. Saddler, EdD, Interim
 Superintendent & Secretary Board of
 Education

 Date

 Preston Thomas, Chief Systems & Services
 Officer

 Date

James Traber

James Traber, Esq.
 Counsel, OUSD

06/26/2025

 Date

CONTRACTOR:

**ACC ENVIRONMENTAL
 CONSULTANTS**

Heather Sobky 6/24/2025

 Signature Date

Heather Sobky, COO

 Print Name, Title

EXHIBIT A

Scope of Services



Environmental Project Cost Estimate

Project Information

**Project Name: Pre-Demolition Hazardous
Materials Survey**

Ralph J. Bunche
1240 18th Street
Oakland, CA

Client Information

Mary Ledezma
Oakland Unified School District
955 High Street
Oakland 94621
United States

ACC Project No: 576 576

Date Prepared: 5/13/2025

Task 1.0 Supplemental Hazardous Materials Testing

ACC shall conduct a supplemental asbestos survey and lead paint survey with PCB sampling at the Ralph J. Bunche School site, as part of the planned demolition of the site. ACC will conduct an asbestos survey per OSHA protocol meeting the requirements of the BAAQMD.

ACC estimates up to 300 asbestos bulk samples will be collected and delivered to an independent laboratory for analysis by Polarized Light Microscopy (PLM) with a standard turnaround time. PLM samples include up to 3 layers within each sample; multi-layered material include floor tile and adhesives, gypsum wallboard, taping compound, texturing compounds, roofing materials, etc. ACC has designed the work using a team comprised of Cal/OSHA certified personnel to perform the asbestos survey work.

ACC will conduct a limited lead bulk sampling screening of representative major paint colors for the interior and exterior of the site focusing on paints likely to be impacted by the project. Samples will be collected by ACC's California Department of Public Health (CDPH) Certified Lead Inspector Assessors and Sampling Technicians. One to three samples of each homogenous suspect lead-containing materials will be collected. Visible color and texture of suspect materials will determine homogeneity. Analysis of lead samples will be by NIOSH 7082 Flame Atomic Absorption (Flame AA). Samples will be delivered to an American Industrial Hygiene Association (AIHA ELLAP) and California Department of Public Health certified laboratory for metals analysis using NIOSH 7082 under a 24-hour turnaround time. At ACC's discretion, the laboratory may be instructed not to analyze additional homogeneous material samples after a material tests positive. ACC shall prepare a report of findings, which will include material descriptions, sample locations, descriptions of locations of materials tested, and quantities of asbestos-containing materials and of any lead-containing damaged/peeling paints or materials at the subject sites.

Additionally, PCB samples will be collected from suspect exterior building materials.

Task 2.0 Specifications

ACC shall prepare technical specifications for the management of asbestos, lead and containing materials as well as universal waste that will be impacted by the demolition. The specifications will include: the scope of work, written requirements and procedures to be followed during containment/work area preparation, and removal work.

Following Client's approval of the written technical specifications, ACC will conduct a bid walk, in conjunction with Client representatives, with prospective contractors and develop any necessary clarifications to successfully price the building materials-related removal of asbestos, lead and universal waste materials. ACC will summarize abatement contractor bid packages and provide award recommendations for Client consideration.

Task 3.0 - Abatement Oversight

Project Management and Oversight (subject to change based on findings of surveys and Contractor's schedule):

ACC shall provide project management and air monitoring services during the work which disturbs asbestos containing materials and lead related activities. These services include air monitoring, on-site management of contractor activities, visual inspections, final clearance sampling, and project documentation.

ACC shall staff the project with a minimum of one full-time Certified Asbestos Professional and California Department of Public Health Lead Certified Personnel as required during the abatement contractor's schedule, Monday to Friday, 8-hours per day during normal working hours. ACC's personnel will be scheduled according to the abatement contractor mobilization, size of work area and expected number of daily personnel.

ACC representatives will be on-site during times when disturbance to asbestos and lead is scheduled unless otherwise directed by the Client. ACC representatives will observe contractor activities and perform daily air monitoring outside the work areas, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site.

ACC will use PCM (NIOSH 7400) analysis of all airborne asbestos samples on the project. In the event a sample exceed regulatory guidelines, ACC will submit the sample for TEM (AHERA) analysis upon request of the Client as additional analytical costs. Lead work will be visually inspected for adequate workmanship in relation to the work plan requirements; no lead air/wipe samples will be collected unless directed by the Client and charged at additional cost.

At the completion of the project, ACC shall submit a final project documentation package to client.

Task 4 - Contingency

As requested, a 10% contingency has been included in our cost.

Task#	Description	Item Name	Unit Price	Units	Quantity	Amount
1	Asbestos, Lead and PCB Survey with Report	Supplemental Site Inspection and Sampling		Each	1	\$9,050.00
		Asbestos (Bulk) - Polarized Light Microscopy (PLM) - Standard TAT	\$22.00	Smpl	300	\$6,600.00
		Lead (Paint Chip) - Atomic Absorption/ SW-846 - Standard TAT	\$23.00		64	\$1,472.00
		PCB (Method SW 8082) - Standard TAT	\$100.00	Each	96	\$9,600.00
Sub-Total:						\$26,722.00

EXHIBIT B

Hourly Rates

Task 3.0 - Abatement Oversight

Project Management and Oversight (subject to change based on findings of surveys and Contractor's schedule):

ACC shall provide project management and air monitoring services during the work which disturbs asbestos containing materials and lead related activities. These services include air monitoring, on-site management of contractor activities, visual inspections, final clearance sampling, and project documentation.

ACC shall staff the project with a minimum of one full-time Certified Asbestos Professional and California Department of Public Health Lead Certified Personnel as required during the abatement contractor's schedule, Monday to Friday, 8-hours per day during normal working hours. ACC's personnel will be scheduled according to the abatement contractor mobilization, size of work area and expected number of daily personnel.

ACC representatives will be on-site during times when disturbance to asbestos and lead is scheduled unless otherwise directed by the Client. ACC representatives will observe contractor activities and perform daily air monitoring outside the work areas, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site.

ACC will use PCM (NIOSH 7400) analysis of all airborne asbestos samples on the project. In the event a sample exceed regulatory guidelines, ACC will submit the sample for TEM (AHERA) analysis upon request of the Client as additional analytical costs. Lead work will be visually inspected for adequate workmanship in relation to the work plan requirements; no lead air/wipe samples will be collected unless directed by the Client and charged at additional cost.

At the completion of the project, ACC shall submit a final project documentation package to client.

Task 4 - Contingency

As requested, a 10% contingency has been included in our cost.

Task#	Description	Item Name	Unit Price	Units	Quantity	Amount
1	Asbestos, Lead and PCB Survey with Report	Supplemental Site Inspection and Sampling		Each	1	\$9,050.00
		Asbestos (Bulk) - Polarized Light Microscopy (PLM) - Standard TAT	\$22.00	Smpl	300	\$6,600.00
		Lead (Paint Chip) - Atomic Absorption/ SW-846 - Standard TAT	\$23.00		64	\$1,472.00
		PCB (Method SW 8082) - Standard TAT	\$100.00	Each	96	\$9,600.00
Sub-Total:						\$26,722.00

Task#	Description	Item Name	Unit Price	Units	Quantity	Amount
2	Abatement Design	Specification Section - Asbestos	\$1,000.00	Each	1	\$1,000.00
		Specification Section - Lead	\$1,000.00	Each	1	\$1,000.00
		Specification Section - Universal Waste	\$1,000.00	Each	1	\$1,000.00
		Specification	\$1,000.00		1	\$1,000.00
Sub-Total:						\$4,000.00
3	Abatement Oversight Support	Abatement Oversight (8-hour Shift)	\$1,375.00		10	\$13,750.00
		Senior Project Manager/ Technical Oversight	\$215.00		10	\$2,150.00
		Asbestos (Air) - Phase Contrast Microscopy (PCM) - 24-hour TAT	\$22.00	Smpl	25	\$550.00
		Lead (Air) - Graphite Furnace Atomic Absorption Flame (GFAAS) NIOSH 7105 - Standard TAT	\$55.00	Each	10	\$550.00
		Final Report	\$750.00		1	\$750.00
Sub-Total:						\$17,750.00
4	Contingency	Owner Contingency	\$4,847.20	Each	1	\$4,847.20
Sub-Total:						\$4,847.20
Total Environmental Consulting Services Cost:						\$53,319.20

Approved:

Name: _____
Signature: _____
Title: _____
Date: _____
PO Number: _____
Tasks Approved: _____ or ALL

*All services subject to the Terms & Conditions between ACC and Client as of the date indicated above.
Where no specific Terms & Conditions between ACC and Client exist, ACC's 2025 Standard Terms & Conditions apply to all services.*

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

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

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

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

(Education Code §45125.1(h).)

I, as COO *[insert "owner" or officer title]* of ACC Environmental Consultants
[insert name of business entity], have read the foregoing and agree that ACC Environmental Consultants
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 6/24/2025

Name: Heather Sobky

Signature: *Heather Sobky*

Title: COO

ATTACHMENT A

Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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

Entity Name:	<u>ACC Environmental Consultants</u>
Date of Entity's Contract with District:	<u>August 14, 2025</u>
Scope of Entity's Contract with District:	<u>Environmental Consulting Services</u>

I, Heather Sobky *[insert name]*, am the COO *[insert "owner" or officer title]* for ACC Environmental Consultants *[insert name of business entity]* ("Entity"), which entered a contract on June 24, 2025, with the District for Environmental Consulting Services

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: June 24, 2025

Signature: Heather Sobky
Typed Name: Heather Sobky
Title: COO
Entity: ACC Environmental Consultants



LOCAL BUSINESS PAKISTANI WORKSHEET

Proposed Total Contract Amount

Architect:

N214

Proposed Total SLBE Amount (%)

100

Company Name	Cultivar Agency
--------------	-----------------

U.S. Environmental Protection Agency
Office of Small Business Administration

1311 Copwell Drive, #100, Oakland, CA

#1096

1995

No. (if available)

1567

11/20/2011

92

No. (If available)

1

the self-advocacy

1000

40. IV antibiotic

之變

100

1

2

1

1

May 15, 2025

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

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

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

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742	CONTACT NAME: PHONE (A/C, No, Ext): 800-746-0048 FAX (A/C, No): 916-503-6271 E-MAIL ADDRESS: aeservice@inszoneins.com
INSURED ACC Environmental Consultants, Inc. 7977 Capwell Drive, Suite 100 Oakland CA 94621	INSURER(S) AFFORDING COVERAGE INSURER A: Homeland Insurance Company of NY INSURER B: Beazley Group INSURER C: RLI Insurance Company INSURER D: INSURER E: INSURER F:
License#: 0F82764 ACCENVI-01	NAIC # 34452 13056

COVERAGES**CERTIFICATE NUMBER:** 126873587**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	D397B1250101	4/28/2025	4/28/2026	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CKB0200236	4/28/2025	4/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	793-01-41-39-0000	4/28/2025	4/28/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 FOLLOW FORM \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability	Y	Y	D397B1250101	4/28/2025	4/28/2026	Each Poll./Aggregate \$5,000,000
B	Professional Liability "Claims Made" RETRO: 03/20/1989	Y	Y	D397B1250101	4/28/2025	4/28/2026	Each Claim/Aggregate Subject to GL Agg \$5,000,000

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

Cyber Liability - Policy Number: EHJ-ADN00331368 - Effective Date: 4/28/2025 - Expiration Date: 4/28/2026 - Each Occurrence Limit \$1,000,000/Aggregate Limit \$1,000,000 - Insurer: State National Insurance Company - NAIC #12831
RE: ALL PROJECTS OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, REPRESENTATIVES, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS AND VOLUNTEERS are included as an Additional insured on the General Liability as per written contract. Coverage is Primary and Non-Contributory and a Waiver of Subrogation applies per written contract. 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
Oakland CA 94607

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Effective date of this Endorsement: 28-Apr-2025

This Endorsement is attached and forms a part of Policy Number: D397B1250101

Beazley Excess and Surplus Insurance, Inc Referred to in this endorsement as either the "Insurer" or the "Underwriter"

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for Damages and Claims Expenses caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Board Office Use: Legislative File Info.	
File ID Number	25-1314
Introduction Date	06-25-2025
Enactment Number	25-1237
Enactment Date	6/25/2025 er



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Pranita Ranbhise, Director of Facilities and Planning

Meeting Date June 25, 2025

Subject Resolution No. 2425-0132 Declaring an Emergency And Authorizing District Staff to Enter Into Contracts for Emergency Construction Services for the Repair of Dangerous Conditions at Various Sites Via Demolition of Existing Structures.

ADOPTED, AS AMENDED

Ask of the Board Approval by the Board of Education of Resolution No. 2425-0132, which will declare an emergency pursuant to Public Contract Code section 22050 and authorize District staff to enter into one or more contracts for demolition and related construction services without competitive bidding in order to abate hazardous conditions at several vacant District-owned sites.

Background The District owns several abandoned and unoccupied facilities, including the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (all as more specifically defined in Exhibit A to the Resolution and referred to herein as the “Sites”). These sites are structurally unsound, are not ADA compliant, and have no functioning electricity, fire alarms, or fire suppression systems.

Despite efforts to secure and maintain the sites through fencing, security patrols, and other measures, these Sites have seen a recent increase in people trespassing on these sites. These unauthorized entries and encampments create ongoing safety risks for the people inside the sites, the community, and the District’s property.

Two of these buildings were already set on fire in 2024, causing extensive damage and further compromising the safety of the structures. In April 2024, a report to the District’s Facilities Committee indicated ongoing trespassing and illegal activity occurring at the Sites despite the District’s efforts to secure them. This increase in illegal activity, coupled with the absence of functioning fire alarm or fire suppression systems, has significantly increased the risk of future fires and increased the threat to public health and safety. Future fires could ignite and spread rapidly, placing not only District property at risk but also nearby neighborhoods and first responders.

It is likely that there will be an increase in access to these sites in the summer months, thereby increasing the risks posed by the Sites. The only practical way to repair these

dangerous conditions is to demolish the buildings. If the District were to solicit bids, this work could not begin prior to the District's Board meeting in August, at the earliest. This delay would expose the District and the community to serious risk for an extended period of time.

Passing the resolution would authorize District staff to enter into one or more contracts to demolish the buildings at the sites. At each subsequent regular meeting of the Board, staff would need to bring an item back to the Board for a determination that emergency conditions merit continued work under the contracts.

Discussion

Public Contract Code section 22050 authorizes a public agency that has opted into CUPCCAA to procure construction services without competitive bidding when an emergency situation exists and competitive solicitation would cause unacceptable delay. Given the unsafe conditions at the sites and the real potential risk to human lives, neighborhoods, and property if additional fires occur during the summer, District staff recommend declaring an emergency and immediately engaging demolition contractors to remove the structures.

The Board has allocated \$4,000,000 in the Measure Y Expenditure Plan to initiate actions related to this issue, including near-term activities and initial project planning. The recommended action plan includes several key procurement and project steps. First, the District will conduct environmental assessments at all affected sites to identify and evaluate hazardous materials, which will directly inform the scope and sequencing of the demolition work. Following the completion of these assessments, the District will proceed with the demolition of the identified structures. This includes removing the buildings, backfilling any excavated areas with clean dirt, and leveling the sites to ensure safety and stability.

Job walks began in the last week of May for Hillside Campus and Ralph Bunche Academy. The District conducted these walks with qualified vendors from our certified CUPCCAA vendor list. Currently, we have received bids that are well within the Board's allocated budget for the project.

- | | | |
|---------------------------|-------------------|----------------|
| ● Hillside | High: \$512,000 | Low: \$145,000 |
| ● Ralph J. Bunche Academy | High: \$1,735,000 | Low: \$430,000 |

We will not have complete bids until the final Hazmat reports are completed in mid-June.

1025 Second Avenue We have not yet been able to conduct a job walk at 1025 Second Avenue due to ongoing safety concerns at the site. Once the encampments have been removed, we will initiate the process for 1025 Second Avenue. Following legal review, the District will consider the varying permit requirements applicable to the identified buildings. The Paul Robeson and Ethel Moore buildings, located at 1025 Second Avenue, may require additional permitting due to their classification, historical significance, and location. In contrast, the other sites as former schools, are subject to DSA oversight.

Fiscal Impact

The Board previously allocated \$4 million from the Measure Y spending plan approved on March 12, 2025, to address initial project planning and near-term demolition activities.

Specifically, this initial allocation covers environmental assessments, preliminary site preparations, and demolition.

The total estimated cost to demolish all four structures is up to \$13 million, based on initial estimates received. The difference between allocated funding (\$4 million) and total estimated costs (\$13 million) is approximately \$9 million.

This additional funding will be sourced from Measure Y dedicated to Phase 3 Solar Projects and the contingency for those projects. Because those projects will not meet the NEM 2 deadline that maximizes savings and will not be eligible for the potential energy incentives, staff is recommending that these funds be dedicated to the demolition of the buildings. CBOC initially proposed this concept, and staff is in alignment with this recommendation. This will bring the total budget for Demolition to \$11,233,327 from Measure Y.

- Increase **Demolition of Vacant Sites \$7,233,327**
- Decrease **Solar Phase 3 Projects: \$7,233,327**

District staff will provide the Board with periodic updates on expenditures and project milestones. Should traditional procurement methods become viable, they will be utilized.

Attachment(s)

Resolution No. 2425-0132– Resolution Declaring an Emergency that Requires the Procurement of Emergency Construction Services at Several Sites and Authorizing the District to Seek Construction Services to Complete the Emergency Work

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2425-0132

**DECLARING AN EMERGENCY AND AUTHORIZING DISTRICT STAFF TO ENTER
INTO CONTRACTS FOR EMERGENCY CONSTRUCTION SERVICES FOR THE
REPAIR OF DANGEROUS CONDITIONS AT VARIOUS SITES VIA DEMOLITION
OF EXISTING STRUCTURES**

(AS AMENDED)

WHEREAS, the Oakland Unified School District (“District”) is the owner of several abandoned and unoccupied sites located within the District’s boundaries, specifically the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (all as more particularly defined and referenced on Exhibit A and collectively referred to herein as the “Sites”); and

WHEREAS, the District is subject to the California Uniform Public Construction Cost Accounting Act (Pub. Contract Code, § 22000, *et seq.*, “CUPCCAA”), which generally requires formal competitive bidding for construction contracts over \$220,000; and

WHEREAS, an exception to competitive bidding requirements exists in cases of emergency when repair and/or replacements are necessary, and the governing board of the District (“Board”) may proceed to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts (Public Contract Code §22035); and

WHEREAS, an emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (Public Contract Code §1102); and

WHEREAS, emergency work under Public Contract Code section 22035 must be done pursuant to the terms of Public Contract Code section 22050; and

WHEREAS, Public Contract Code section 22050 requires, in relevant part, that the following steps be taken:

- (1) Pursuant to a four-fifths vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;
- (2) Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

- (3) If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 days;
- (4) When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

WHEREAS, the aforementioned Sites have become unsafe and pose significant threats to the health, safety, and welfare of the public and the District community; and

WHEREAS, the Sites are vacant and attract dangerous and illegal behavior. For example, the Paul Robeson Administration Building and Ethel Moore Memorial Building each suffered two-alarm fires in 2024. It is believed the fires were the result of persons illegally inside the buildings setting fires. These buildings are dangerous due to structural damage, mold, lead-based hazards. The buildings are not in compliance with ADA standards;

WHEREAS, Ralph J. Bunche Academy was previously determined unsuitable for student use and is vacant. This site suffers from persistent pest infestations, dry rot, lead paint, lead-impacted soil, substantial ADA compliance issues, alarm deficiencies, and end-of-life failure of essential systems including mechanical, plumbing, sewer, and electrical systems; and

WHEREAS, similarly, Hillside Academy is vacant and in disrepair. It has suffered extensive theft and vandalism. The site has no functioning safety infrastructure, electrical systems, or fire alarm/suppression systems; and

WHEREAS, the District has made significant efforts to secure the Sites. For example, the District installed fencing, conducted security patrols, and performed ongoing maintenance;

WHEREAS, despite the District's efforts, an April 20, 2024 report given to the District's Facilities Committee noted that the Sites are abandoned, unsafe, and attract illegal activity. Security, fencing, and maintenance efforts have been ineffective. The Sites create a significant and continuing risk, blight, and danger to the surrounding community. As discussed above, fires have already been set at two of the Sites; and

WHEREAS, the activities and persons that the Sites attract tend to "spillover," and affect other nearby sites. As but one example, where Castlemont High School is in close proximity to [Hillside Campus](#), persons loitering in the area of [Hillside Campus](#) ~~Ralph Bunche~~ tend to also be in the area of the school, raising safety and security concerns for the students that attend;

WHEREAS, recently, community reports suggest a significant increase in the number of people accessing the Sites. Such reports include details of illicit and unauthorized activities on the Sites. Despite the District's best efforts, more people are accessing the Sites than ever, and it appears that there will be an even larger increase in activity on these Sites as we approach the summer months; and

WHEREAS, if the District were to follow its normal bid processes, the Sites would remain in their current unsafe condition for months, including during periods of increased risk during the summer. Such delay would further increase the risk of fire and other dangerous activities at the Sites; and

WHEREAS, in order to abate the emergency and to protect the health and safety of the community, neighboring residents, and individuals in proximity to the Sites, the District must immediately proceed with the demolition and removal of the structures and improvements at the Sites (the “Work”), because the deteriorated conditions, vandalism, environmental hazards, and ongoing illegal activities at the Sites pose serious and immediate risks to public health, safety, and property; and

WHEREAS, the ongoing condition of the Sites and the recent increase of activity at the Sites poses an imminent risk of harm to persons and property, including risks of fire, injury, contamination, and additional public resource expenditures; and

WHEREAS, to repair the dangerous condition of the property, immediate demolition and removal of the unsafe structures at the Sites is necessary to prevent further damage, eliminate public safety hazards, and protect the District, its students, and the surrounding community; and

WHEREAS, the District will immediately proceed to identify and contract with qualified contractors to perform the Work as quickly as possible, and District staff will report to the Governing Board at each regular meeting on the status of the emergency and the progress of the Work, as required by Public Contract Code section 22050; and

WHEREAS, based on the foregoing facts, the Governing Board finds that an emergency exists within the meaning of Public Contract Code section 22050 and that immediate action is necessary to address conditions threatening public health, safety, and property.

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct;
2. That the foregoing facts stated above, including without limitation the recent reports of increased illegal and unauthorized activity at the Sites, the District’s inability to secure the Sites despite its efforts, the knowledge that two of the Sites were set on fire last summer, and the District’s inability to bid the work prior to the summer months and the continued deteriorated condition of the Sites constitutes a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (“Emergency”) (Public Contract Code §1102);
3. That, as described above, in order to mitigate risk to the potential health and safety impact on the community, Work has to commence as soon as possible, and delays which would result from a competitive bidding process would unduly increase risk to the surrounding community;

4. That pursuant to Public Contract Code section 22050(b)(1), the Board delegates to the District's Superintendent, and to the Chief Systems and Services Officer or their respective designees, the authority to take such action as necessary to procure the necessary equipment, services, and supplies to perform the Work without giving notice for bids to let contracts. The aforementioned authority to enter into such contracts shall be limited to the estimated total budget for Demolition of \$11,233,327 from Bond Measure Y. If circumstances arise such that staff determines that there is time to procure the equipment, services, and supplies through traditional procurement methods, it shall do so. With respect to Ethel Moore and Paul Robeson only, the authorization only extends to contracting to secure the building, assessing and evaluating the building.
5. That (a) District staff shall report on the status of this Emergency to the Board at its next regularly scheduled meeting so that the Board may determine, by a four-fifths vote, that there is a need to continue the Emergency action, including a specific determination that the remainder of the Emergency action cannot be completed by giving notice for bids to let contracts; (b) after any four-fifths vote by the Board to continue the Emergency action, pursuant to this paragraph District staff shall report to the Board at its next regularly scheduled meeting for another continuation vote by the Board, including the above specific determination; and (c) if the Board ever fails to make the above determination by four-fifths vote, the Emergency action shall terminate, and any further Work shall be performed pursuant to competitive bidding (unless another exception to the competitive bidding requirement applies).

PASSED AND ADOPTED by a four-fifths (4/5) vote by the Board of Education of the Oakland Unified School District this ____ day of ____, 2025; by the following vote, to wit:

AYES:

NOES:

ABSTENTION:

PREFERENTIAL AYE:

PREFERENTIAL NAY:

PREFERENTIAL ABSTENTION:

ABSENT:

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on June 25, 2025.

Legislative File Info.	
File ID Number:	25-1314
Introduction Date:	05-14-2025
Enactment Number:	
Enactment Date:	

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard
President, Board of Education

Superintendent and Secretary, Board of
Education

EXHIBIT A

1. All structures and improvements within the yellow box in Figure 1 below located at 1025 2nd Ave, Oakland, CA 94606.
 - Alternate Name(s): Paul Robeson Building and Ethel Moore Annex
 - Area: 65,484 SF (1.5 acres)
 - General Plan (Zoning): Urban Residential



Figure 1

2. All structures and improvements within the yellow box in Figure 2 below located at 1240 18th St, Oakland, CA 94607.
 - Alternate Name(s): Ralph Bunche Academy
 - Area: 135,424 SF (3.11 acres)
 - General Plan (Zoning): Institutional



Figure 2

3. All structures and improvements as indicated within the yellow box in Figure 3 below located at 2369 84th Ave (marked in yellow in the Figure 3)
 - Alternate name: Hillside at Castlemont
 - Area: 116,290 SF (1.9 acres)
 - General Plan: Institutional



Figure 3

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 2425-0132

**DECLARING AN EMERGENCY AND AUTHORIZING DISTRICT STAFF TO ENTER
INTO CONTRACTS FOR EMERGENCY CONSTRUCTION SERVICES FOR THE
REPAIR OF DANGEROUS CONDITIONS AT VARIOUS SITES VIA DEMOLITION
OF EXISTING STRUCTURES
(AS AMENDED)**

WHEREAS, the Oakland Unified School District (“District”) is the owner of several abandoned and unoccupied sites located within the District’s boundaries, specifically the Paul Robeson Administration Building, Ethel Moore Memorial Building, Ralph J. Bunche Academy, and Hillside Academy (all as more particularly defined and referenced on Exhibit A and collectively referred to herein as the “Sites”); and

WHEREAS, the District is subject to the California Uniform Public Construction Cost Accounting Act (Pub. Contract Code, § 22000, *et seq.*, “CUPCCAA”), which generally requires formal competitive bidding for construction contracts over \$220,000; and

WHEREAS, an exception to competitive bidding requirements exists in cases of emergency when repair and/or replacements are necessary, and the governing board of the District (“Board”) may proceed to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts (Public Contract Code §22035); and

WHEREAS, an emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (Public Contract Code §1102); and

WHEREAS, emergency work under Public Contract Code section 22035 must be done pursuant to the terms of Public Contract Code section 22050; and

WHEREAS, Public Contract Code section 22050 requires, in relevant part, that the following steps be taken:

- (1) Pursuant to a four-fifths vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;
- (2) Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

- (3) If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 days;
- (4) When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

WHEREAS, the aforementioned Sites have become unsafe and pose significant threats to the health, safety, and welfare of the public and the District community; and

WHEREAS, the Sites are vacant and attract dangerous and illegal behavior. For example, the Paul Robeson Administration Building and Ethel Moore Memorial Building each suffered two-alarm fires in 2024. It is believed the fires were the result of persons illegally inside the buildings setting fires. These buildings are dangerous due to structural damage, mold, lead-based hazards. The buildings are not in compliance with ADA standards;

WHEREAS, Ralph J. Bunche Academy was previously determined unsuitable for student use and is vacant. This site suffers from persistent pest infestations, dry rot, lead paint, lead-impacted soil, substantial ADA compliance issues, alarm deficiencies, and end-of-life failure of essential systems including mechanical, plumbing, sewer, and electrical systems; and

WHEREAS, similarly, Hillside Academy is vacant and in disrepair. It has suffered extensive theft and vandalism. The site has no functioning safety infrastructure, electrical systems, or fire alarm/suppression systems; and

WHEREAS, the District has made significant efforts to secure the Sites. For example, the District installed fencing, conducted security patrols, and performed ongoing maintenance;

WHEREAS, despite the District's efforts, an April 20, 2024 report given to the District's Facilities Committee noted that the Sites are abandoned, unsafe, and attract illegal activity. Security, fencing, and maintenance efforts have been ineffective. The Sites create a significant and continuing risk, blight, and danger to the surrounding community. As discussed above, fires have already been set at two of the Sites; and

WHEREAS, the activities and persons that the Sites attract tend to "spillover," and affect other nearby sites. As but one example, where Castlemont High School is in close proximity to Hillside Campus, persons loitering in the area of Hillside Campus tend to also be in the area of the school, raising safety and security concerns for the students that attend;

WHEREAS, recently, community reports suggest a significant increase in the number of people accessing the Sites. Such reports include details of illicit and unauthorized activities on the Sites. Despite the District's best efforts, more people are accessing the Sites than ever, and it appears that there will be an even larger increase in activity on these Sites as we approach the summer months; and

WHEREAS, if the District were to follow its normal bid processes, the Sites would remain in their current unsafe condition for months, including during periods of increased risk during the summer. Such delay would further increase the risk of fire and other dangerous activities at the Sites; and

WHEREAS, in order to abate the emergency and to protect the health and safety of the community, neighboring residents, and individuals in proximity to the Sites, the District must immediately proceed with the demolition and removal of the structures and improvements at the Sites (the “Work”), because the deteriorated conditions, vandalism, environmental hazards, and ongoing illegal activities at the Sites pose serious and immediate risks to public health, safety, and property; and

WHEREAS, the ongoing condition of the Sites and the recent increase of activity at the Sites poses an imminent risk of harm to persons and property, including risks of fire, injury, contamination, and additional public resource expenditures; and

WHEREAS, to repair the dangerous condition of the property, immediate demolition and removal of the unsafe structures at the Sites is necessary to prevent further damage, eliminate public safety hazards, and protect the District, its students, and the surrounding community; and

WHEREAS, the District will immediately proceed to identify and contract with qualified contractors to perform the Work as quickly as possible, and District staff will report to the Governing Board at each regular meeting on the status of the emergency and the progress of the Work, as required by Public Contract Code section 22050; and

WHEREAS, based on the foregoing facts, the Governing Board finds that an emergency exists within the meaning of Public Contract Code section 22050 and that immediate action is necessary to address conditions threatening public health, safety, and property.

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct;
2. That the foregoing facts stated above, including without limitation the recent reports of increased illegal and unauthorized activity at the Sites, the District’s inability to secure the Sites despite its efforts, the knowledge that two of the Sites were set on fire last summer, and the District’s inability to bid the work prior to the summer months and the continued deteriorated condition of the Sites constitutes a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (“Emergency”) (Public Contract Code §1102);
3. That, as described above, in order to mitigate risk to the potential health and safety impact on the community, Work has to commence as soon as possible, and delays which would result from a competitive bidding process would unduly increase risk to the surrounding community;

4. That pursuant to Public Contract Code section 22050(b)(1), the Board delegates to the District's Superintendent, and to the Chief Systems and Services Officer or their respective designees, the authority to take such action as necessary to procure the necessary equipment, services, and supplies to perform the Work without giving notice for bids to let contracts. The aforementioned authority to enter into such contracts shall be limited to the estimated total budget for Demolition of \$11,233,327 from Bond Measure Y. If circumstances arise such that staff determines that there is time to procure the equipment, services, and supplies through traditional procurement methods, it shall do so. With respect to Ethel Moore and Paul Robeson only, the authorization only extends to contracting to secure the building, assessing and evaluating the building.
5. That (a) District staff shall report on the status of this Emergency to the Board at its next regularly scheduled meeting so that the Board may determine, by a four-fifths vote, that there is a need to continue the Emergency action, including a specific determination that the remainder of the Emergency action cannot be completed by giving notice for bids to let contracts; (b) after any four-fifths vote by the Board to continue the Emergency action, pursuant to this paragraph District staff shall report to the Board at its next regularly scheduled meeting for another continuation vote by the Board, including the above specific determination; and (c) if the Board ever fails to make the above determination by four-fifths vote, the Emergency action shall terminate, and any further Work shall be performed pursuant to competitive bidding (unless another exception to the competitive bidding requirement applies).

PASSED AND ADOPTED by a four-fifths (4/5) vote by the Board of Education of the Oakland Unified School District this 25th day of June, 2025, by the following vote, to wit:

AYES: Rachel Latta, VanCedric Williams, Patrice Berry, Clifford Thompson, Vice President Valarie Bachelor, President Jennifer Brouhard (6)

NOES: Michael Hutchinson (1)

ABSTENTION: None

PREFERENTIAL AYE: None

PREFERENTIAL NAY: None

PREFERENTIAL ABSTENTION: None

ABSENT: Michele Vasquez (Student Director), Maximus Simmons (Student Director)

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on June 25, 2025.

Legislative File Info.	
File ID Number:	25-1314
Introduction Date:	06/25/2025
Enactment Number:	25-1237
Enactment Date:	06/25/2025 er

OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard
President, Board of Education



Superintendent and Secretary, Board of
Education

EXHIBIT A

1. All structures and improvements within the yellow box in Figure 1 below located at 1025 2nd Ave, Oakland, CA 94606.
 - Alternate Name(s): Paul Robeson Building and Ethel Moore Annex
 - Area: 65,484 SF (1.5 acres)
 - General Plan (Zoning): Urban Residential



Figure 1

2. All structures and improvements within the yellow box in Figure 2 below located at 1240 18th St, Oakland, CA 94607.
 - Alternate Name(s): Ralph Bunche Academy
 - Area: 135,424 SF (3.11 acres)
 - General Plan (Zoning): Institutional



Figure 2

3. All structures and improvements as indicated within the yellow box in Figure 3 below located at 2399 84th Ave (marked in yellow in the Figure 3)
 - Alternate name: Hillside at Castlemont
 - Area: 116,290 SF (1.9 acres)
 - General Plan: Institutional



Figure 3



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Ralph J. Bunche Demolition Project	Site	223
---------------------	---	-------------	------------

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	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
-----------------------------	---

Contractor Information

Contractor Name	ACC Environmental Consultants, Inc.	Agency's Contact		Steve Jackson				
OUSD Vendor ID #	000230	Title		Project Manager				
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA	Zip	94621	
Telephone	510-638-8400	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No			Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	25058							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-26-2025	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)	\$53,319.20
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
9658/900	Building Fund 21 Measure Y	210-9658-0-9000-8200-5830-223-9180-9906-9999-25058	65830	\$53,319.20

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature	Date Approved			
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	06/26/2025		
	Chief Systems & Services Officer				
3.	Signature <i>[Signature]</i>	Date Approved	<i>6/26/26</i>		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			