

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO
EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH AE3
PARTENRS TO PROVIDE ON-CALL DEMOLITION DESIGN
SERVICES AT A MAXIMUM COST NOT TO EXCEED
\$1,500,000 FOR A CONTRACT PERIOD NOT TO EXCEED
FIVE YEARS.**

WHEREAS, the Board of Port Commissioners ("Board") has reviewed and evaluated the Agenda Report Item No. 6.6 dated May 25, 2018 ("Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

WHEREAS, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Based upon the information contained in the Agenda Report and testimony received, the Board hereby finds and determines that the proposed professional services agreement with **AE3 Partners, Inc. ("AE3")** for **On-Call Demolition Design Services** will constitute an agreement for obtaining professional, technical and specialized services that are temporary in nature and that it is in the best interest of the Port to secure such services through the proposed professional services agreement with **AE3**.

SECTION 2. The Board hereby:

A. Approves Agreement with **AE3** to provide **On-Call Demolition Design Services**, selected following a formal competitive process in accordance with Port Ordinance 4321, for a maximum compensation not to exceed \$1,500,000 for a contract period not to exceed five (5) years and subject to additional material terms and conditions as further described in the Agenda Report.

B. Authorizes the Executive Director to (i) execute such Agreement, subject to approval as to form and legality by the Port Attorney, and (ii) make such additions, modifications, or corrections as necessary to implement the Agreement(s) or to correct errors, subject to the limitations set forth herein and provided that any such addition, modification or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report.

SECTION 3. In accordance with the requirements of the California Environmental Quality Act ("CEQA") and the Port CEQA Guidelines, it can be seen that there is no possibility that taking the recommended actions will result in a physical change to the environment, and therefore no further environmental review is required. The general rule in Section 15061(b)(3) of the CEQA Guidelines states that CEQA applies only to activities that have a potential of causing a significant effect on the environment. When specific activities that will be performed under this contract are identified, staff will determine at that time whether additional CEQA review and clearance is needed. It is anticipated that such activities may be exempt from CEQA pursuant to Guidelines Sections 15060(c)(2), 15061(b)(3), 15301, 15302, 15303, 15304, 15306, 15309, 15311 or 15330.

SECTION 4. This resolution is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this resolution, is signed as approved as to form and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.