

| Board Office Use: Legislative File Info. | |
|---|---------------|
| File ID Number | 22-0196 |
| Introduction Date | 2-23-2022 |
| Enactment Number | 22-0362 |
| Enactment Date | 2-23-2022 CJH |



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date February 23, 2022

Subject Amendment No. 1 General Services Agreement – ACC Environmental Consultants, Inc. – Claremont Middle School Multi-Purpose Room Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland CA, for the latter to provide additional environmental services which include asbestos and lead survey and report for additional buildings for the Claremont Middle School Multi-Purpose Room Project, in an additional amount of **\$16,775.00**, which includes a \$1,525.00 contingency for additional services, increasing Agreement not-to-exceed amount from **\$7,260.00** to **\$24,035.00**, and extending the term of the Agreement from **January 31, 2022**, to **December 31, 2022**, (an additional 334 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Contractor, pursuant to the Amendment.

Discussion This Amendment is for additional environmental services, which includes asbestos and lead survey and three hundred thirty-four (334) calendar days' extension to the term date.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland CA, for the latter to provide additional environmental services which include asbestos and lead survey and report for additional buildings for the Claremont Middle School Multi-Purpose Room Project, in an additional amount of **\$16,775.00**, which includes a \$1,525.00 contingency for additional services, increasing Agreement not-to-exceed amount from **\$7,260.00** to **\$24,035.00**, and extending the term of the Agreement from **January 31, 2022**, to **December 31, 2022**, (an additional 334 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Contractor, pursuant to the Amendment.

Fiscal Impact Fund 21 Measure Y

Attachments

- Amendment No 1
- Scope of work
- Insurance Certificate

AMENDMENT NO. 1

AGREEMENT FOR GENERAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **ACC Environmental Consultants, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **December 2, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Claremont Middle School Multi-Purpose Room Project** as follows and in the attached Exhibit A:

| | | | |
|---|--------------------------|---|---|
| 1. | Services: | <input type="checkbox"/> The scope of work is <u>unchanged</u> . | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . |
| <p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Amendment is needed to include asbestos and lead survey and report for additional buildings on the school campus, as described in the Proposal dated January 13, 2022, attached to this Amendment as Exhibit A.</p> | | | |
| 2. | Terms (duration): | <input type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . |
| <p>If term is changed: The contract term is extended by an additional <u>Three Hundred Thirty-Four days (334)</u>, and the amended expiration date is <u>December 31, 2022</u>. The current end date is <u>January 31, 2022</u>.</p> | | | |
| 3. | Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| <p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Sixteen Thousand Seven Hundred Seventy-Five Dollars No/100 (\$16,775.00), which includes a not-to-exceed contingency of \$1,525.00 for additional services.</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed contract price was <u>Seven Thousand Two Hundred Sixty Dollars No/100(\$7,260.00)</u> and after this amendment, the not-to-exceed contract price will be: <u>Twenty-Four Thousand Thirty-Five Dollars No/100 (\$24,035.00).</u></p> | | | |

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

5. **Amendment History:**

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

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

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

Amendment No. 1 – ACC Environmental Consultants, Inc. – Claremont Middle School Multi-Purpose Room Project - \$16,775.00

OAKLAND UNIFIED SCHOOL DISTRICT

GS.D. Yee

Gary Yee, President,
Board of Education
2-24-2022
Date

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education
2-24-2022
Date

Tadashi Nakadegawa

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management
1/28/2022
Date

Approval as to form:

Arne Sandberg

Arne Sandberg [name]
General Counsel, Facilities, Planning and Management
1/27/22
Date

CONTRACTOR

Stephen E. Jackson

Contractor Signature
1/26/2022
Date

Stephen Jackson, Vice President

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: ACC Environmental Consultants, Inc.

1. Detailed Description of Services to be provided: Amendment is needed to include asbestos and lead survey and report for additional buildings on the school campus, as described in the Proposal dated January 13, 2022, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

| | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |



Environmental Project Cost Estimate

Project Information

Additional Services
Claremont Middle School
5750 College Avenue
Oakland, CA

Client Information

Deshonne Hall
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 79362

Date Prepared: Thursday, January 13, 2022

Task 1.0 Asbestos & Lead Survey and Report

ACC shall conduct a limited asbestos survey and lead paint screening of for Buildings B, C, Gym and Portables at Claremont Middle School, located at 5750 College Avenue in Oakland, California in connection with the planned Alarm and restroom project. ACC will conduct an asbestos survey per OSHA protocol for the survey areas.

ACC estimates up to 85 asbestos bulk samples will be collected and delivered to an independent laboratory for analysis by Polarized Light Microscopy (PLM) with a 24-hour 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 (CADPH) 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.

Task 2.0 Asbestos and Lead Work Plan

ACC shall prepare technical work plans for the management of asbestos and lead containing materials that will be impacted by the planned project activities. The work plan will include: the scope of work, written requirements and procedures to be followed during containment/work area preparation, asbestos and lead-based paint 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 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

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 2022 Standard Terms & Conditions apply to all services.

www.accenv.com

Northern California: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • (510) 638-8400
Southern California: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, California 90017 • (213) 353-1240
Washington: 24 Roy Street #432, Seattle, Washington 98109 • (800) 525-8838

Project Name: **Additional Services**
Claremont Middle School
5750 College Avenue
Oakland, CA

Hall, Deshonne
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 79362

Thursday, January 13, 2022

Scope of Work Description

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 3.0 - Contingency

ACC has been asked to include a 10% contingency for additional services as needed.



An Employee Owned Company

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Project Name: **Additional Services**
 Claremont Middle School
 5750 College Avenue
 Oakland, CA

Hall, Deshonnie
Oakland Unified School District
 955 High Street
 Oakland, CA 94601

ACC Project No.: 79362

Thursday, January 13, 2022

Scope of Work Description

| Task Number and Description | Unit Price | Units | Quantity | Amount |
|---|------------|---------|------------------------|-------------------|
| Task 1.0 Asbestos & Lead Survey and Report | | | | |
| Asbestos and Lead Survey with Report | \$4,000.00 | Each | 1 | \$4,000.00 |
| PLM (Asb. Bulk) - 24 Hours | \$21.00 | Samples | 50 | \$1,050.00 |
| Lead Bulk Sample (24-hour TAT) | \$22.00 | Samples | 20 | \$440.00 |
| | | | Task Sub-total: | \$5,490.00 |
| Task 2.0 - Work Plan Preparation | | | | |
| Work Plan | \$1,200.00 | Each | 1 | \$1,200.00 |
| | | | Task Sub-total: | \$1,200.00 |
| Task 3.0 Project Management and Oversight | | | | |
| Abatement Oversight (8-hour Shift) | \$1,250.00 | Each | 5 | \$6,250.00 |
| Final Report | \$1,200.00 | Each | 1 | \$1,200.00 |
| PCM Sample - 24 hour | \$17.00 | Samples | 10 | \$170.00 |
| Senior Project Manager/Technical Oversight | \$188.00 | Hours | 5 | \$940.00 |
| | | | Task Sub-total: | \$8,560.00 |
| Task 4.0 Contingency | | | | |
| Contingency | \$1,525.00 | Each | 1 | \$1,525.00 |
| | | | Task Sub-total: | \$1,525.00 |

Approved: _____ **Total Environmental Consulting Services Cost: \$16,775.00**

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 2022 Standard Terms & Conditions apply to all services.



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Southern California: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, California 90017 • (213) 353-1240
Washington: 24 Roy Street #432, Seattle, Washington 98109 • (800) 525-8838



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
7/16/2021

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

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONS 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 certificateholder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncastr Ln Ste 103 El Dorado Hills, CA 95762 | CONTACT NAME: DINA ATHEY |
| | PHONE (A/C, No, Ext): (916) 939-1080 FAX (A/C, No): (916) 939-1085 |
| | E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: ADMIRAL INSURANCE COMPANY A+ NAIC# 24856 |
| | INSURER B: UNITED FINANCIAL A+ 11770 |
| | INSURER C: QBE INSURANCE CORPORATION A 39217 |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY APPLY, 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 |
|----------|---|-----------|----------|---|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIAB <input type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | FEI-ECC-10782-08 CPL RETRO: 03/20/89 | 04/28/21 | 04/28/22 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PROPAGG \$ 5,000,000 |
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 02447227-9 | 01/13/21 | 01/13/22 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROF. LIAB. CLAIMS MADE | | | FEI-ECC-10782-08 RETRO: 03/20/89 | 04/28/21 | 04/28/22 | \$5,000,000 OCCURRENCE |
| C | PROP/EQUIPMENT | | | 2861463 | 05/01/21 | 05/01/22 | \$5,000,000 AGGREGATE |

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

OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, REPRESENTATIVES, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS AND VOLUNTEERS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. PRIMARY COVERAGE APPLIES. 30 DAY NOTICE APPLIES. (BLANKET ENDORSEMENTS ATTACHED)

| | |
|--|---|
| CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA 94607 (COLE PROJECT) | CANCELLATION 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 |
|--|---|



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

| Project Information | | | |
|---|---|-------------|-----|
| Project Name | Claremont Middle School Multi-Purpose Room Project | Site | 201 |
| Basic Directions | | | |
| Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board. | | | |
| Attachment Checklist | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider | | |

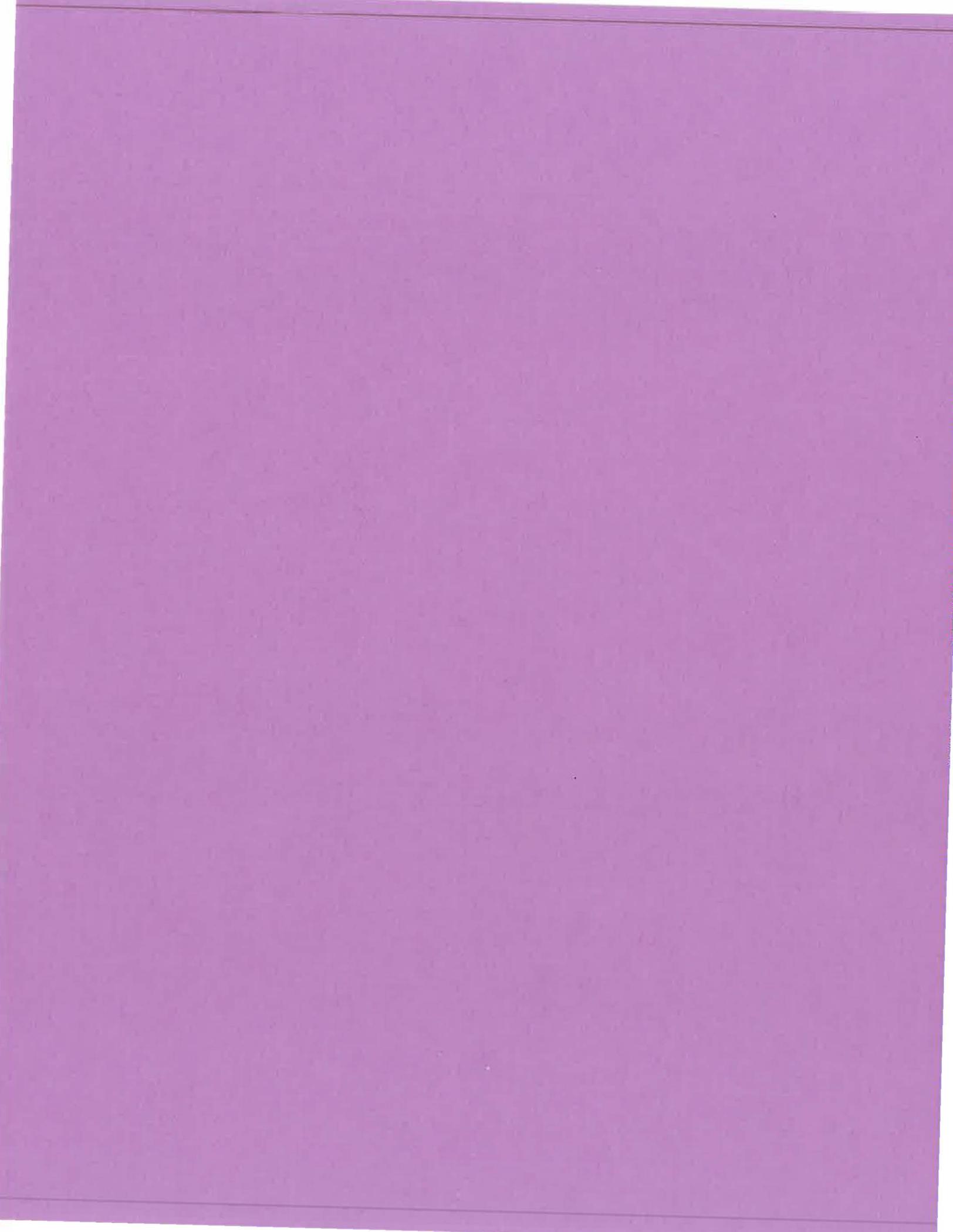
| Contractor Information | | | | | | | |
|------------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | ACC Environmental Consultants | Agency's Contact | Stephen Jackson | | | | |
| OUSD Vendor ID # | 000230 | Title | Sr. Manager | | | | |
| Street Address | 7977 Capwell Drive Suite 100 | City | Oakland | State | CA | Zip | 94621 |
| Telephone | 510-512-8320 | Policy Expires | | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 15127 | | | | | | |

| Term of Original/Amended Contract | | | |
|---|-----------|--|------------|
| Date Work Will Begin (i.e., effective date of contract) | 12-2-2021 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | |
| | | New Date of Contract End (If Any) | 12-31-2022 |

| Compensation/Revised Compensation | | | |
|--|----|---|--------------|
| If New Contract, Total Contract Price (Lump Sum) | \$ | If New Contract, Total Contract Price (Not To Exceed) | \$ |
| Pay Rate Per Hour (if Hourly) | \$ | If Amendment, Change in Price | \$ 16,775.00 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|--|-------------------|--|-------------|-------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 9655 9670 | Fund 21 Measure Y | 210-9655-0-9670-8500-6265-201-9180-9006-9999-15127 | 6265 | \$16,775.00 |

| Approval and Routing (in order of approval steps) | | | | |
|---|--|----------------------|--------------|-------------------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | |
| | Division Head | Phone | 510-535-7038 | Fax 510-535-7082 |
| 1. | Executive Director, Facilities Planning and Management | | | |
| | Signature | Date Approved | 1/28/2022 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | |
| | Signature Lozano Smith, as to form only | Date Approved | 1/27/22 | |
| 3. | Deputy Chief, Facilities Planning and Management | | | |
| | Signature | Date Approved | 1/28/2022 | |
| 4. | Chief Financial Officer | | | |
| | Signature | Date Approved | | |
| 5. | President, Board of Education | | | |
| | Signature Gary Yee | Date Approved | 2-24-2022 | |



| Board Office Use: Legislative File Info. | |
|--|---------------|
| File ID Number | 21-2682 |
| Introduction Date | 12-1-2021 |
| Enactment Number | 21-1960 |
| Enactment Date | 12/1/2021 CJH |



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date December 1, 2021

Subject General Services Agreement – ACC Environmental Consultants, Inc. – Claremont Middle School Multi-Purpose Room Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to the General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, California, for the latter to provide environmental services which includes conducting a limited asbestos survey and lead bulk sampling screening, up to 85 asbestos bulk samples to be collected and delivered to a laboratory for analysis by polarized light microscopy with a 24-hour turnaround time; prepare a report of findings for the Claremont Middle School Multi-Purpose Room Project, in the not to exceed amount of \$7,260.00, which includes a \$660.00 contingency fee, with work scheduled to commence on December 2, 2021, and scheduled to last until January 31, 2022, pursuant to the Agreement.

Discussion Consultant is providing environmental services at the Claremont Middle School Multi-Purpose Room and was selected based on demonstrated competence and professional qualifications. (Government Code §4526.)

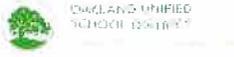
LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education to the General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, California, for the latter to provide environmental services which includes conducting a limited asbestos survey and lead bulk sampling screening, up to 85 asbestos bulk samples to be collected and delivered to a laboratory for analysis by polarized light microscopy with a 24-hour turnaround time; prepare a report of findings for the Claremont Middle School Multi-Purpose Room Project, in the not to exceed amount of \$7,260.00, which includes a \$660.00 contingency fee, with work scheduled to commence on December 2, 2021, and scheduled to last until January 31, 2022, pursuant to the Agreement

Fiscal Impact Fund 21 Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate



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

Legislative File ID No. 21-2682

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants, Inc.

Project Name: Claremont Middle School Multi-Purpose Room **Project No.:** 15127

Contract Term: Intended Start: 12-2-2021 **Intended End:** 01-31-2022

Total Cost Over Contract Term: \$7,260.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

ACC Environmental Consultants was selected through RFP process based on scores to provide asbestos survey and lead paint screening based on District’s knowledge of Consultant’s demonstrated competence and professional qualifications from similar projects. Given the Consultant’s experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified as the most reasonable price.

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

Consultant will provide environmental services which consists of asbestos survey and lead paint screening. Conduct up to 85 asbestos bulk samples, collect and taken to a laboratory for analysis by Polarized Light Microscopy with a 24-hour turnaround time. ACC Environmental Consultants will prepare a report of the findings.

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?

ACC Environmental Consultants has done work and is currently working for the District, and the District found that the consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- Certain instructional materials (Public Contract Code §20118.3)

- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)
- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- o Consultant is providing environmental services associated with the Claremont Middle School Multi-Purpose Room Project for the District.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **December 2, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **ACC Environmental Consultants, Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): ACC Environmental Consultants, Inc. will conduct a limited asbestos survey and lead bulk sampling screening, up to 85 asbestos bulk samples to be collected and delivered to a laboratory for analysis by polarized light microscopy with a 24-hour turnaround time. ACC will prepare a report of findings. The Basic Services include all work described in the October 25, 2021, scope of work, which is attached to this Agreement as Exhibit A. Contractor may only provide other services (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

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

3. **Term.** This Agreement shall begin on **December 2, 2021**, and shall terminate upon completion of the Services, but no later than **January 31, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in Exhibit B for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed SEVEN THOUSAND TWO HUNDRED SIXTY Dollars NO/100 (\$7,620.00), which consists of a not-to-exceed amount of SIX THOUSAND SIX HUNDRED Dollars

NO/100 (\$6,600.00) for performance of the Basic Services, and a not-to-exceed amount of SIX HUNDRED SIXTY Dollars (\$660.00) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the 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.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

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

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

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

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

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

_____. [Attach and sign additional pages, as needed.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

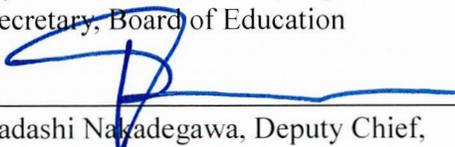
32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation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

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

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

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

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

CONTRACTOR:

ACC Environmental Consultants

By: 

Title: Vice President Date: 10/27/2021

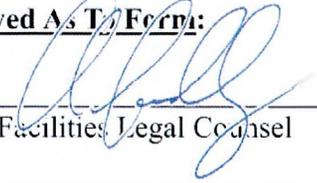
Address for District Notices:

Oakland Unified School District
955 High Street
Oakland, CA 94601
510-535-2728

Address for Contractor Notices:

ACC Environmental Consultants
7977 Capwell Drive, Ste. 100
Oakland, CA 94621
510-638-8400 x102

Approved As To Form:



OUSD Facilities Legal Counsel

11/3/21

Date

Exhibit A

Proposal



Environmental Project Cost Estimate

Project Information

Intrusion Alarm and Building A Restroom Project
Claremont Middle School
5750 Claremont Avenue
Oakland, CA

Client Information

Deshonne Hall
Oakland Unified School District
955 High Street
Oakland, CA 94601

EXHIBIT A

ACC Project No.: 79122

Date Prepared: Monday, October 25, 2021

Scope of Work Description

Task 1.0 Asbestos & Lead Survey and Report

ACC shall conduct a limited asbestos survey and lead paint screening of Claremont Middle School, located at 5750 Claremont Avenue in Oakland, California in connection with the planned Alarm and restroom project. ACC will conduct an asbestos survey per OSHA protocol for the survey areas.

ACC estimates up to 85 asbestos bulk samples will be collected and delivered to an independent laboratory for analysis by Polarized Light Microscopy (PLM) with a 24-hour 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 (CADPH) 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.

Task 2.0 - Contingency

ACC has been asked to include a 10% contingency for additional services as needed.

www.accenv.com

Northern California: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • (510) 638-8400
Southern California: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, California 90017 • (213) 353-1240

Environmental Project Cost Estimate *(continued)*

Project Name: **Intrusion Alarm and Building A Restroom Project**
 Claremont Middle School
 5750 Claremont Avenue
 Oakland, CA

Hall, Deshonne
Oakland Unified School District
 955 High Street
 Oakland, CA 94601

ACC Project No.: 79122

Monday, October 25, 2021

| Task Number and Description | Unit Price | Units | Quantity | Amount |
|---|------------|---------|----------|-------------------|
| Task 1.0 Asbestos & Lead Survey and Report | | | | |
| Limited Asbestos and Lead Inspection with Report | \$4,500.00 | Each | 1 | \$4,500.00 |
| PLM (Asb Bulk) 48 Hour TAT | \$20.00 | Samples | 85 | \$1,700.00 |
| Lead Bulk - 48 hours TAT | \$20.00 | Samples | 20 | \$400.00 |
| Task Sub-total: | | | | \$6,600.00 |

Task 2.0 - Contingency

| | | | | |
|------------------------|----------|----------|---|-----------------|
| Contingency | \$660.00 | Lump Sum | 1 | \$660.00 |
| Task Sub-total: | | | | \$660.00 |

Approved:**Total Environmental Consulting Services Cost:****\$7,260.00**

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 2021 Standard Terms & Conditions apply to all services.



www.accenv.com

Northern California: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • (510) 638-8400
 Southern California: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, California 90017 • (213) 353-1240

Exhibit B
Hourly Rates



2020 Annual Fee Schedule

(Valid through January 31, 2021)

Cost of labor services shall be as follows:

| <i>Labor Classification</i> | <i>Base Hourly Rate</i> |
|---|-------------------------|
| Subject Matter Expert / Expert Witness | \$ 350.00 |
| Principal | \$ 285.00 |
| Board Certified Industrial Hygienist | \$ 275.00 |
| Professional Engineer | \$ 275.00 |
| Computer Programmer | \$ 260.00 |
| Professional Geologist | \$ 200.00 |
| Senior Project Manager/Designer | \$ 180.00 |
| Senior Project Manager/Technical Oversight | \$ 180.00 |
| Project Manager / Project Geologist | \$ 155.00 |
| Project Coordinator | \$ 100.00 |
| Staff Geologist / Engineer | \$ 125.00 |
| Project Scientist, Project Hygienist, or Technician, Level II | \$ 110.00 |
| <i>(Overtime and/or Nights as defined below)</i> | \$ 140.00 |
| <i>(Double-time and/or Weekends as defined below)</i> | \$ 165.00 |
| Project Hygienist, or Technician, Level I | \$ 100.00 |
| <i>(Overtime and/or Nights as defined below)</i> | \$ 125.00 |
| <i>(Double-time and/or Weekends as defined below)</i> | \$ 150.00 |
| Trainer | \$ 180.00 |
| CAD Draftsperson | \$ 105.00 |
| Administrative Support Personnel | \$ 80.00 |
| Database Manager | \$ 165.00 |
| Data Entry Clerk | \$ 80.00 |

These rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Overtime (hours in excess of 8 and up to 12 in one working shift) and/or night hours (weekdays, Monday through Thursday 6:00 PM to 6:00 AM) shall be charged at 125% of the base rates above or as indicated under Technician I/II classifications. Double-time (hours in excess of 12 in one working shift) and/or Weekend hours (between 6:00 PM Friday and 6:00 AM Monday) shall be charged at 150% of the base rates quoted above or as indicated under Technician I/II classifications. In the event that the client requests ACC to respond to an emergency situation (i.e. asbestos spill, etc.) and ACC staff are pre-assigned to an existing project, the emergency response may be billed at 125% to compensate for overtime rates or 150% to compensate for double-time rates. Minimum charge for Technicians shall be four (4) hours per day. All rates stated herein will remain in effect through January 31, 2021. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended past January 31, 2021.

Northern California: 7977 Capwell Drive, Suite 100 • Oakland, CA 94621 • (510) 638-8400 • Fax (510) 638-8404
 Southern California: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, CA 90017 • (213) 353-1240 • Fax (213) 353-1244



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/16/2021

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

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

| | |
|---|--|
| PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncastr Ln Ste 103 El Dorado Hills, CA 95762 | CONTACT NAME DINA ATHEY |
| | PHONE (A/C, No, Ext) (916) 939-1080 FAX (A/C, No) (916) 939-1085 |
| E-MAIL ADDRESS | |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A | ADMIRAL INSURANCE COMPANY A+ NAIC# 24856 |
| INSURER B | UNITED FINANCIAL A+ 11770 |
| INSURER C | QBE INSURANCE CORPORATION A 39217 |
| INSURER D | |
| INSURER E | |
| INSURER F | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIAB <input type="checkbox"/> CLAIMS MADE | | | FEI-ECC-10782-08 CPL RETRO: 03/20/89 | 04/28/21 | 04/28/22 | EACH OCCURRENCE \$ 5,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | | UNFAIR TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 5,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | | 02447227-9 | 01/13/21 | 01/13/22 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per accident) \$ 1,000,000 |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ 1,000,000 |
| | UMBRELLA LIAB EXCESS LIAB | | | | | | EACH OCCURRENCE \$ |
| | DED RETENTION \$ | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | FEI-ECC-10782-08 RETRO: 03/20/89 | 04/28/21 | 04/28/22 | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE-POLICY LIMIT \$ |
| C | PROP./EQUIPMENT | | | 2861463 | 05/01/21 | 05/01/22 | \$5,000,000 OCCURRENCE \$5,000,000 AGGREGATE |

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

OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, REPRESENTATIVES, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS AND VOLUNTEERS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. PRIMARY COVERAGE APPLIES. 30 DAY NOTICE APPLIES. (BLANKET ENDORSEMENTS ATTACHED)

| | |
|--|---|
| CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA 94607 (COLE PROJECT) | CANCELLATION 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 |
|--|---|



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|--|-------------|-----|
| Project Name | Claremont Middle School Multi-Purpose Room Project | Site | 201 |
|---------------------|--|-------------|-----|

Basic Directions

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

| | |
|-----------------------------|---|
| Attachment Checklist | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|-----------------------------|---|

Contractor Information

| | | | | | |
|---------------------------|---|-------------------------|---|--------------|----|
| Contractor Name | ACC Environmental Consultants | Agency's Contact | Stephen Jackson | | |
| OUSD Vendor ID # | 000230 | Title | Sr. Manager | | |
| Street Address | 7977 Capwell Drive Suite 100 | City | Oakland | State | CA |
| Telephone | 510-512-8320 | Policy Expires | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| OUSD Project # | 15127 | | | | |

Term of Original/Amended Contract

| | | | |
|--|-----------|---|------------|
| Date Work Will Begin (i.e., effective date of contract) | 12-2-2021 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 01-31-2022 |
| | | 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) | \$7,260.00 |
| 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 |
|------------|-------------------|--|-------------|------------|
| 9650 9670 | Fund 21 Measure J | 210-9650-0-9670-8500-6265-201-9180-9005-9999-15127 | 6265 | \$7,260.00 |

Approval and Routing (in order of approval steps)

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

| | | | | | |
|----|--|------------------|--|----------------------|--------------|
| | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| 1. | Executive Director, Facilities Planning and Management | Signature | <i>K Chatman</i> | Date Approved | 11/5/21 |
| 2. | General Counsel, Department of Facilities Planning and Management | Signature | <i>[Signature]</i> Lozano Smith, as to form only | Date Approved | 11/3/21 |
| 3. | Deputy Chief, Facilities Planning and Management | Signature | <i>[Signature]</i> | Date Approved | 11/5/21 |
| 4. | Chief Financial Officer | Signature | | Date Approved | |
| 5. | President, Board of Education | Signature | <i>[Signature]</i> Shanthi Gonzales | Date Approved | 12/2/2021 |