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Memo

To Board of Education

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

Board Meeting Date February 23, 2022

Subject General Services Agreement – ACC Environmental Consultants, Inc. – Santa Fe California Children’s Service Program Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, California, for the latter to provide, hazardous materials survey (asbestos, lead, PCBs and other substances), supplemental survey with PCB sampling, and final report during the design phase. Scope also includes abatement oversight during construction for the Santa Fe California Children’s Service Program Project, in the not-to-exceed amount of **\$23,048.30**, which includes a not-to-exceed contingency fee of **\$3,006.30** for additional services, with work scheduled to commence on **February 24, 2022**, and scheduled to last until **December 31, 2022**, pursuant to the Agreement.

Discussion Consultant is providing environmental services at the Santa Fe California Children’s Service Program Project and was selected based on (a) demonstrated competence and professional qualifications (Government Code §4526), and (b) a fair, competitive RFP selection process (Government Code §§4529.10 et seq.).

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, California, for the latter to provide, hazardous materials survey (asbestos, lead, PCBs and other substances), supplemental survey with PCB sampling, and final report during the design phase. Scope also includes abatement oversight during construction for the Santa Fe California Children’s Service Program Project, in the not-to-exceed amount of **\$23,048.30**, which includes a not-to-exceed contingency fee of **\$3,006.30** for additional services, with work scheduled to commence on **February 24, 2022**, and scheduled to last until **December 31, 2022**, pursuant to the Agreement.

Fiscal Impact Fund 01 General Fund

- 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. 22-0197

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants

Project Name: Santa Fe California Children’s Service Project

Project No.: 21115

Contract Term: Intended Start: 2-24-2022

Intended End: 12-31-2022

Total Cost Over Contract Term: \$23,048.30

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

ACC Environmental Consultants, was selected through an RFQ/P process, based on scores. Vendor also as past experience working with the district.

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

The vendor will provide hazardous materials survey (asbestos, lead, PCBs and other substances), supplemental survey with PCB sampling, and final report during the design phase. Scope also includes abatement oversight during construction for the Santa Fe California Children’s Service Program Project.

Was this contract competitively bid? Check box for “Yes” (If “No,” leave box unchecked) /

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

The district received proposals through an RFQ/P process, which includes review/scoring of proposals. ACC Environmental Consultants was selected based on the highest interview scores and because their prices were fair and reasonable compared to the prices submitted by the other responding consultants.

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 – *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 RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

Consultant is providing environmental services associated with the Santa Fe California Children’s Service Project for the District.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective February 24, 2022 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and ACC Environmental Consultants (“Contractor”).

1. **Contractor Services.** The contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Santa Fe CCS Medical Therapy Unit project (“Project”): To provide a hazardous materials survey for asbestos, lead, PCBs, and other substances, supplemental survey with PCB sampling, and provide abatement oversight and final report during design and construction phase. Basic Services include all work described in the November 10, 2021, proposal, and the October 25, 2021, Request for Proposals, which are attached to this Agreement as *Exhibit A*. Contractor may only provide other services related to the Project (“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.** The term for performance of the Services shall begin on February 24, 2022, and shall end on December 31, 2022 (“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 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 **Twenty-Three Thousand Forty-Eight Dollars and 30/100 (\$23,048.30)**, which consists of a not-to-exceed

amount of **Twenty Thousand Forty-Two Dollars (\$20,042.00)** for performance of the Basic Services, and a not-to-exceed amount of **Three Thousand Six Dollars and 30/100 (\$3,006.30)** 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.

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. 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 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 for performance of the Services under 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 and insurance documentation 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:

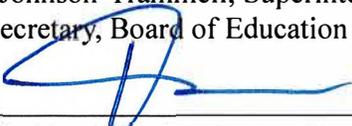
OAKLAND UNIFIED SCHOOL DISTRICT



Gary Yee, President, Board of Education Date



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



Tadashi Nakadegawa, Deputy Chief,
Facilities Planning & Management Date

CONTRACTOR:

ACC Environmental Consultants


By: Stephen Jackson _____

Title: Vice President Date: 1/20/2022

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, Suite 100
Oakland, CA 94621
510- 638-8400 X 105

Approved As To Form:



OUSD Facilities Legal Counsel

1/28/22

Date

Exhibit A

Proposal



2. Statement of Qualifications

2.1 Letter of Interest

EXHIBIT A

November 10, 2021

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

Subject: Response to Request for Qualifications and Proposal (RFQ/P) for Hazardous Material Abatement Consulting Services for Children's Service Program at the Santa Fe Campus (920 53rd Street, Oakland, CA 94605)

Thank you for the opportunity to respond to the subject RFQ/P. Established in 1986, ACC Environmental Consultants, Inc. (ACC) is an employee-owned, full service environmental consulting and design firm recognized for its excellent and reliable client service. ACC has provided hazardous material consulting services to Oakland Unified School District (OUSD/District) for over 28 years and has extensive knowledge of the District's properties. Our identified project team currently has active projects with OUSD and is well acquainted with the District's project team and best practices.

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

ACC is a certified Local Business Utilization (LBU) with the City of Oakland, a certified Small Local Business (SLEB) with the County of Alameda, GSA and a Local Impact Area Business Enterprise (LIABE) and Small Business Enterprise (SBE) with the Port of Oakland. We look forward to working with Oakland Unified School District (OUSD/ District).

ACC acknowledges that there was not an Addendum issued for this RFQ/P.

Firm Address and contact information: 7977 Capwell Drive, Suite 100
Oakland, CA 94621
(510) 638-8400 x 105, (510) 638-8404 (fax)
sjackson@accenv.com

Sincerely,
ACC ENVIRONMENTAL CONSULTANTS, INC. (Legal Name)

Stephen Jackson
Vice President (Authorized to submit the Statement of Qualifications)

Response to RFQ/P for Hazardous Material Abatement Consulting Services for Children's Service Program at the Santa Fe Campus



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2. Statement of Qualifications

2.1 Letter of Interest

November 10, 2021

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

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

ACC is a certified Local Business Utilization (LBU) with the City of Oakland, a certified Small Local Business (SLEB) with the County of Alameda, GSA and a Local Impact Area Business Enterprise (LIABE) and Small Business Enterprise (SBE) with the Port of Oakland. We look forward to working with Oakland Unified School District (OUSD/ District).

ACC acknowledges that there was not an Addendum issued for this RFQ/P.

Firm Address and contact information: 7977 Capwell Drive, Suite 100
Oakland, CA 94621
(510) 638-8400 x 105, (510) 638-8404 (fax)
sjackson@accenv.com

Sincerely,
ACC ENVIRONMENTAL CONSULTANTS, INC. (Legal Name)

Stephen Jackson
Vice President (Authorized to submit the Statement of Qualifications)

Response to RFQ/P for Hazardous Material Abatement Consulting Services for Children's Service Program at the Santa Fe Campus



2.2 Professional Fees

Santa Fe– Hazardous Material Abatement Consulting Services Not-To-Exceed Fee Proposal

Below is ACC’s detailed schedule of hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per tasks) in the RFQ/P “Section C. Statement of Work”. ACC will follow all project guidelines outlined by the District.

ACC has also included a line item for a 15% contingency to the proposed not-to-exceed fee. The contingency will cover potential additional services and shall be subject to District approval.

Task 1 – Hazardous Materials Survey (Asbestos, Lead, PCBs and Other Substances)

Task 1 – Total Cost: \$10,670

Initial Survey

Labor

Survey - \$3,000

Samples

PLM - 85 samples @ \$18 each = \$1,530

Lead - 25 samples @ \$20 each = \$500

Supplemental Survey with PCB Sampling

Labor

Survey - \$3,000

Samples

PCB - 21 samples @ \$90 each = \$1,890

Final Report with Cost Estimates

Lump Sum \$750

Task 2 – Abatement Design Phase

Task 2 – Total Cost: \$2,000

Abatement Drawings: \$500

Asbestos Specification: \$500

Lead Specification: \$500

PCB Specification: \$250

Universal Waste Specification: \$250

**Oakland Unified School District
Department of Facilities Planning and Management
955 High Street Oakland CA 94601**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)
Hazardous Material Abatement Consulting Services
for California Children's Services Program at the Santa Fe Campus
(920 53rd Street, Oakland, CA 94605)**

October 25, 2021 (Issued)

Responses must be received November 10, 2021, no later than 2:00 p.m.

The Oakland Unified School District ("District") is requesting fee proposals from the District's pre-qualified pool of firms ("Consultants") to provide hazardous material abatement consulting services associated with the renovation of an existing building for the CCS's relocation to the Santa Fe Campus.

Interested firms are invited to submit an abbreviated Statement of Qualifications ("SOQ") along with a detailed Fee Proposal (collectively "RFQ/P Packet") as described below, with one (1) unbound original, five (5) bound copies and a PDF version on a flash drive of requested materials to:

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

Oral, telegraphic, facsimile or telephone RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

Due to the circumstances caused by the Covid-19 pandemic, the District will accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 p.m. (local time) on November 10, 2021 via email will be accepted (to Juanita Hunter at juanita.hunter@ousd.org and the contacts below).

If you have any questions regarding this RFQ/P please email Kenya Chatman at kenya.chatman@ousd.org and cc: to Colland Jang at colland.jang@ousd.org.

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

The Local Business Utilization Policy 7115 requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements.

On April 28, 2021, the Board of Education amended the Local Business Policy which had named the City of Oakland as the singular agency to certify local businesses to include five additional local business certifications. For businesses located in Oakland, Local Business and Small Local Business certifications may also be accepted from the Port of Oakland,

Alameda County Transportation Commission, Alameda County Department of General Services, US Department of Transportation California Unified Certification Program, and the California Public Utilities Commission.

The District will follow the City of Oakland Small Business size standards in recognizing Small Local and Small Local Resident Businesses.

The full version of OUSD’s latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org> Offices and Programs> Facilities Planning & Management Department> For Contractors and Developers> Bids and Requests for Proposals> Bid Information> 2014 and 2021 Amendments to Local Business Participation Policy.

District Modification: Based on the availability analysis conducted for the RFQ/P that was previously issued for the creation of a pre-qualified pool, the District had waived the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is still applicable for this RFQ/P and can be met with a 50% LBE participation.

Schedule of Activities

Listed below is the “Schedule of Activities” which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

DATE	ACTIVITY
October 25, 2021	RFQ/P Issued.
October 29, 2021	Written requests for Interpretation, Correction or Modification are due.
November 4, 2021	District will provide written responses to requests for clarification.
November 10, 2021	Proposals Due by 2:00 p.m. (local time)
November 17, 2021	Tentative Date for Interviews.
January 12, 2022	Board Meeting – tentative approval of Contract.
January 12, 2022	Tentative Notice to Proceed issued to Consultant.

ESTIMATED CONSTRUCTION BUDGET: TBD

PROJECT DURATION: CCS Program would commence at the start of school year in August 2022.

REQUEST FOR QUALIFICATIONS & PROPOSALS

The purpose of this RFQ/P is to solicit fee proposals for the California Children's Services (CCS) Program at the Santa Fe Campus from hazardous material abatement consulting firms included in the District's pre-qualified pool.

A. PROJECT DESCRIPTION

1. The CCS Program (pre-pandemic) operated out of Ralph J. Bunche Academy and will be relocated to the portables at the Santa Fe Campus.
2. The existing building at the Santa Fe Campus consists of five interconnected portables. The total area is approximately 4,725 s.f. The portables are currently vacant. The CCS Program will be sharing the site with OUSD's Special Education Department which occupies Buildings "A" and "B". (See attached existing floor plan and program test fit).

B. BASIC SERVICES

The Consultant agrees to provide the Services described below:

1. The Consultant shall be responsible for the professional quality and technical accuracy of all reports, drawings, specifications and other services furnished by the Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other Services.
2. The Consultant will use all due care and diligence to confirm that its reports, plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. The Consultant shall track for District's benefit all such suggested and disclosed information.
3. **District Standards.** The Consultant shall, as applicable, incorporate into its work and the work of all Sub-consultants the District standards for facilities and construction at such time as they are adopted.
4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

C. STATEMENT OF WORK:

It is anticipated that the scope of services for the CCS Program at the Santa Fe Campus Project will include but not limited to the following:

The primary role of the hazardous material abatement consultant is to identify all hazardous

material for the existing building on site to be renovated, produce construction documents for its abatement, removal and management of these materials associated with the construction project. The consultant shall provide monitoring services during the construction phase of the project to insure activities comply with the contract documents and applicable laws and regulations. Responsibilities of the consultant include, but are not limited to:

1. Perform survey(s), collect samples and test interior and exterior building materials to identify all hazardous materials that will be impacted by the renovation of the existing building to include but not be limited to:
 - a. Asbestos
 - b. Lead
 - c. Mercury
 - d. Polychlorinated Biphenyls (PCBs)
Collect bulk samples for PCBs per BASMAA document "Managing PCBs Containing Building Materials during Demolition: Guidance, Tools, Outreach and Training" dated November 2019. Cost proposal is for a PCB screening and not intended to be fully compliant with the sampling protocol in the BASMAA document. Samples collect shall be analyzed using EPA Method 8062.
 - e. Refrigerants
 - f. Chemicals
 - g. Solvents
 - h. Heating oils and hydraulic fluids
2. Survey(s) and sampling shall be scheduled to be performed Monday thru Friday (time and access to be scheduled with District personnel).
3. Consultant shall patch back roof membrane watertight at completion of sampling.
4. Produce abatement and removal specifications in CSI format.
5. Produce construction bid documents to include an overall site plan, roof plan, floor plan and sheet notes on a 24" x 36" sheet using CAD software. The District will provide CAD site plan and floor plan backgrounds for use by Consultant.
6. Provide one cost estimate of abatement work.
7. During the construction phase of the project, the consultants will undertake the following monitoring activities:
 - a. Review all notifications and all submittals, including notification to State Agencies that have jurisdiction over abatement activities,
 - b. Review Contractor's proposed Work Plan, PPE, equipment and Safety Plan submittals.
 - c. Provide site review as abatement activities proceed insuring that specifications and regulations are being met.
 - d. Review air monitoring information during abatement activities to insure no limits are exceeded.
8. Due to the Project's proximity to single-family homes and to the Special Education Department in Buildings "A" and "B", Consultant shall provide perimeter air monitoring during abatement activities. Scope shall include setting up four (4) devices, one for each building elevation. Collect ambient air samples, one sample every 4 hours during abatement activities. Assume three (3) to four (4) days of abatement.
9. Once abatement activities are completed, inspect to insure that the abatement activities have removed the material to the level required by all applicable regulations.
10. Review all final submittals as the abatement are completed to insure specifications and regulations have been met.
11. Review documentation on the disposal of abated materials to insure the disposal

meets the applicable regulations. Review waste manifest and notify District representative when abated materials are ready to leave the site for disposal.

12. Reports must be prepared and signed by a California Certified Asbestos Consultant, California Department of Public Health Lead Inspector/Risk Assessor, and/or Certified Industrial Hygienist, as required.

D. DELIVERABLES

Deliverables shall be submitted in PDF format and shall include but not limited to survey report with testing lab results, cost estimate, construction drawings and specifications, and final clearance report.

E. LIMITATIONS

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning the selection will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P. RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

F. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

G. STATEMENT OF QUALIFICATIONS

1. General Information / Instructions - Statement of Qualifications

- 1.1. The District is inviting Statements of Qualifications for the "Project" which shall require coordination, administration, consulting and advice, and related services.
- 1.2. The District seeks to identify teams with a record of excellence in efficient planning and project delivery.
- 1.3. An abbreviated Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. The 15 page limit (as if printed single sided) shall address Sections 2.1 thru 2.2 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Statement of Qualifications

- 2.1 **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), office address, telephone and fax numbers, email address(es) and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel and its sub-consultants, its methodology to meet District LBU requirements, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **EXHIBIT A** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **EXHIBIT A** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2.2 **Professional Fees**

Firms interested in being considered for the CCS Program at the Santa Fe Campus Project shall provide a detailed not-to-exceed fee proposal.

Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task).

Include a line item for a 15% contingency to the proposed not-to-exceed fee. The contingency will be to cover potential additional services and shall be subject to District approval.

3. Local, Small Local and Small Local Resident Business Enterprise Program

The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation. Submit a detailed description of the team's composition clearly indicating the name of the firms and percentages of participation on the following form ("Local Business Participation Worksheet"). As previously noted, the District had waived the 25% SLBE/SLRBE requirement.

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

RFQ/P: CCS Program at the Santa Fe Campus Project

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland or other OUSD approved agency(s). Certification Number and Expiration Date.
Prime Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION					

Approval – LBU Compliance Officer

H. District's Evaluation / Selection Process – Statement of Qualifications

- 1.** Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
- 2.** After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s). Any comments or objections to the form of Agreement attached hereto as **EXHIBIT A** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
- 3. District Investigations** - The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms.

I. Final Determination And Award

The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

END OF RFQ/P



**Response to Request for Qualifications and Proposal (RFQ/P) for Hazardous
Material Abatement Consulting Services for Children's Service Program at
the Santa Fe Campus (920 53rd Street, Oakland, CA 94605)**

Due: November 10, 2021 at 2:00pm



Prepared for:

Oakland Unified School District
Tadashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601
cc: juanita.hunter@ousd.org, Kenya.chatman@ousd.org,
colland.jang@ousd.org

Prepared by:

Sarah Wilson, Business Development Manager
ACC Environmental Consultants, Inc.
7977 Capwell Drive, Suite 100
Oakland, CA 94621
510.638.8400 x102
swilson@accenv.com



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2. Statement of Qualifications

2.1 Letter of Interest

November 10, 2021

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

Subject: Response to Request for Qualifications and Proposal (RFQ/P) for Hazardous Material Abatement Consulting Services for Children’s Service Program at the Santa Fe Campus (920 53rd Street, Oakland, CA 94605)

Thank you for the opportunity to respond to the subject RFQ/P. Established in 1986, ACC Environmental Consultants, Inc. (ACC) is an employee-owned, full service environmental consulting and design firm recognized for its excellent and reliable client service. ACC has provided hazardous material consulting services to Oakland Unified School District (OUSD/District) for over 28 years and has extensive knowledge of the District’s properties. Our identified project team currently has active projects with OUSD and is well acquainted with the District’s project team and best practices.

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

ACC is a certified Local Business Utilization (LBU) with the City of Oakland, a certified Small Local Business (SLEB) with the County of Alameda, GSA and a Local Impact Area Business Enterprise (LIABE) and Small Business Enterprise (SBE) with the Port of Oakland. We look forward to working with Oakland Unified School District (OUSD/ District).

ACC acknowledges that there was not an Addendum issued for this RFQ/P.

Firm Address and contact information: 7977 Capwell Drive, Suite 100
Oakland, CA 94621
(510) 638-8400 x 105, (510) 638-8404 (fax)
sjackson@accenv.com

Sincerely,
ACC ENVIRONMENTAL CONSULTANTS, INC. (Legal Name)

Stephen Jackson
Vice President (Authorized to submit the Statement of Qualifications)

Response to RFQ/P for Hazardous Material Abatement Consulting Services for Children’s Service Program at the Santa Fe Campus



2.2 Professional Fees

Santa Fe– Hazardous Material Abatement Consulting Services Not-To-Exceed Fee Proposal

Below is ACC’s detailed schedule of hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per tasks) in the RFQ/P “Section C. Statement of Work”. ACC will follow all project guidelines outlined by the District.

ACC has also included a line item for a 15% contingency to the proposed not-to-exceed fee. The contingency will cover potential additional services and shall be subject to District approval.

**Task 1 – Hazardous Materials Survey (Asbestos, Lead, PCBs and Other Substances)
Task 1 – Total Cost: \$10,670**

Initial Survey

Labor

Survey - \$3,000

Samples

PLM - 85 samples @ \$18 each = \$1,530

Lead - 25 samples @ \$20 each = \$500

Supplemental Survey with PCB Sampling

Labor

Survey - \$3,000

Samples

PCB - 21 samples @ \$90 each = \$1,890

Final Report with Cost Estimates

Lump Sum \$750

Task 2 – Abatement Design Phase

Task 2 – Total Cost: \$2,000

Abatement Drawings: \$500

Asbestos Specification: \$500

Lead Specification: \$500

PCB Specification: \$250

Universal Waste Specification: \$250



Task 3 – Abatement Oversight Phase

Task 3 – Total Cost: \$7,372

Submittal Review/Coordination: \$650

Abatement Oversight: 4 shifts @ \$1,175 per shift = \$4,700

PCM Air Samples 32 samples @ \$16 each = \$512

Lead Air Samples 16 samples @ \$20 each = \$320

Lead Wipe Samples 4 samples @ \$20 each = \$80

PCB Air Samples 4 samples @ \$90 each = \$360

Closeout Documentation: \$750

Task 4 – 15% Contingency

Project Total: \$ 20,042

Contingency (15%) - \$3,006.30



2021 Annual Fee Schedule

(Valid through January 31, 2022)

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, 2022. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended past January 31, 2022.



3. Local, Small Local and Small Local Resident Business Enterprise Program

ACC is part of the District's pre-qualified pool for Hazardous Material Abatement Consulting Services. ACC holds the following Local and Small Business Certifications:

- Local Business Enterprise with the City of Oakland
- Small Local Business (SLEB) with Alameda County
- Local Impact Area Business Enterprise (LIABE) / Small Business Enterprise (SBE) with the Port of Oakland
- Small Business with the State of California.

The Local Business Participation Worksheet follows this page.

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant: ACC Environmental Consultants, Inc.
 RFQ/P: CCS Program at the Santa Fe Campus Project
 Date: November 10, 2021

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland or other OUSD approved agency(s). Certification Number and Expiration Date.
Prime Company: ACC Environmental Address: 7977 Capwell Drive, Suite 100, Oakland, CA 94621 Phone: (510) 638-8400 x105 Email: sjackson@accenv.com	100%	100%			City of Oakland LBE# 1640 Alameda County SLEB # 04-90583 Port of Oakland LIABE/SBE #8453-19
Company: Address: Phone: Email:					
TOTAL PARTICIPATION	100%	100%			

Approval – LBU Compliance Officer

Exhibit B

Hourly Rates



2021 Annual Fee Schedule

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
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Project Hygienist, or Technician, Level I	\$ 100.00
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Trainer	\$ 180.00
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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 \$
	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
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Santa Fe California Children's Service Program Project	Site	918
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 #	21115						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	2-24-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2022
		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)	\$23,048.30
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
0000/9000	Fund 01	010-0000-0-9000-8500-6265-918-9180-1313-9999-21115	6265	\$23,048.30

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	1/28/22	
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	1-24-2022	