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| Introduction Date | 1/25/2023 |
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| Enactment Date | 1/25/2023 er |



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management
Board Meeting Date January 25, 2023
Subject General Services Agreement – ACC Environmental Consultants – 955 High Street Fire and Intrusion Alarm 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**, Oakland, California, for the latter to provide environmental services which consist of asbestos survey, lead paint screening, prepare a work plan and collect samples, observe contractors making them aware of possible hazardous conditions, and provide training to protect themselves while working around these potentially hazardous conditions, for the **955 High Street Fire and Intrusion Alarm Project**, in the not-to-exceed amount of **\$21,054.00**, with the work scheduled to commence on **January 26, 2023**, and scheduled to last until **December 18, 2023**, pursuant to the Agreement.

Discussion Consultants is providing environmental services at the 955 High Street Fire and Intrusion Alarm Project, and was selected based on a (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**, Oakland, California, for the latter to provide environmental services which consist of asbestos survey, lead paint screening, prepare a work plan and collect samples, observe contractors making them aware of possible hazardous conditions, and provide training to protect themselves while working around these potentially hazardous conditions, for the **955 High Street Fire and Intrusion Alarm Project**, in the not-to-exceed amount of **\$21,054.00**, with the work scheduled to commence on **January 26, 2023**, and scheduled to last until **December 18, 2023**, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Funds, Measure B

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-2910

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants

Project Name 955 High Street Fire and Intrusion Alarm Project Project No.: 21106

Contract Term: Intended Start: 1-26-2023 Intended End: December 18, 2023

Total Cost Over Contract Term: \$21,054.00

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 was chosen directly based on scores through an RFP process.

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

ACC Environmental Consultants, will provide environmental services which consist of asbestos survey, lead paint screening, prepare a work plan and collect samples, observe contractors making them aware of possible hazardous conditions, and provide training to protect themselves while working around these potentially hazardous conditions, for the 955 High Street Fire and Intrusion Alarm.

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 and is currently working for the District. Based on expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, and 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 UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

- Consultant is providing environmental services for the 955 High Street Fire and Intrusion Alarm Project for the District.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **January 26, 2023** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **ACC Environmental Consultants** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the 955 High Street Fire & Intrusion Alarm project (“Project”): To provide environmental services which consist of asbestos survey, lead paint screening, prepare a work plan and collect samples, observe contractors making them aware of possible hazardous conditions, and provide training to protect themselves while working around these potentially hazardous conditions. The Basic Services include all work described in the November 22, 2022, proposal, which is 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 **January 26, 2023**, and shall end on **December 18, 2023** (“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-ONE THOUSAND FIFTY-FOUR DOLLARS NO/100 (\$21,054.00)**, which consists of a not-to-exceed amount of **TWENTY-ONE THOUSAND FIFTY-FOUR DOLLARS NO/100 (\$21,054.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **ZERO (\$0)** 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. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. 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 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 One Million \$1,000,000 each occurrence and Two Million \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than One Million \$1,000,000 each occurrence and Two Million \$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

 _____ 1/26/2023

Gary Yee, President
Board of Education Date

 _____ 1/26/2023

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

 _____ 1/3/2023

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management Date


Address for District Notices:

955 High Street
Oakland, CA 94601

Address for Contractor Notices:

7977 Capwell Drive
Oakland, CA 94621

Approved As To Form:

 _____ 12/30/22

OUSD Facilities Legal Counsel Date

CONTRACTOR:

ACC ENVIRONMENTAL CONSULTANTS

By:  _____

Name: Stephen Jackson
Title: Vice President
Date: 12/19/2022

Exhibit A

Scope of Basic Services



Environmental Project Cost Estimate

Project Information

Asbestos and Lead Consulting Services

Utility Yard
955 High Street
Oakland, CA

Client Information

John Esposito
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 80553

Date Prepared: Tuesday, November 22, 2022

Task 1.0 Asbestos & Lead Survey and Report

ACC shall conduct a limited asbestos survey and lead paint screening of the OUSD Utility Yard located at 955 High Street in Oakland, California in connection with the planned Fire/Intrusion Alarm project. ACC will conduct an asbestos survey per OSHA protocol for the survey areas.

ACC estimates up to 180 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 - Lead and Asbestos Oversight

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

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

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

ACC representatives will be on-site during times when disturbance to asbestos and lead is scheduled unless otherwise directed by the Client. ACC representatives will observe contractor activities and perform daily air monitoring outside the work areas, review the work

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: **Asbestos and Lead Consulting Services**
Utility Yard
955 High Street
Oakland, CA

Esposito, John
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 80553

Tuesday, November 22, 2022

Scope of Work Description

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 (ASHERA) 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.



An Employee Owned Company

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Washington: 24 Roy Street #432, Seattle, Washington 98109 • (800) 525-8838

Environmental Project Cost Estimate *(continued)*

Project Name: **Asbestos and Lead Consulting Services**
 Utility Yard
 955 High Street
 Oakland, CA

Esposito, John
Oakland Unified School District
 955 High Street
 Oakland, CA 94601

ACC Project No.: 80553

Tuesday, November 22, 2022

Scope of Work Description

| Task Number and Description | Unit Price | Units | Quantity | Amount |
|---|------------|---------|------------------------|--------------------|
| Task 1.0 Asbestos & Lead Survey and Report | | | | |
| Limited Asbestos & Lead Survey with Report | \$6,750.00 | Each | 1 | \$6,750.00 |
| PLM (Asb. Bulk) - Standard TAT | \$20.00 | Samples | 180 | \$3,600.00 |
| Lead Bulk Sample - Standard TAT | \$22.00 | Samples | 25 | \$550.00 |
| | | | Task Sub-total: | \$10,900.00 |
| Task 2.0 Work Plan | | | | |
| Work Plan | \$1,100.00 | Each | 1 | \$1,100.00 |
| | | | Task Sub-total: | \$1,100.00 |
| Task 3.0 - Lead and Asbestos Oversight | | | | |
| Abatement Oversight (8-hour Shift) | \$1,300.00 | Each | 5 | \$6,500.00 |
| Senior Project Manager/Technical Oversight | \$188.00 | Hours | 8 | \$1,504.00 |
| PCM Sample - 24 hour | \$20.00 | Samples | 10 | \$200.00 |
| Lead Air Samples (24-hour) | \$25.00 | Each | 10 | \$250.00 |
| Final Report | \$600.00 | Each | 1 | \$600.00 |
| | | | Task Sub-total: | \$9,054.00 |

Approved:**Total Environmental Consulting Services Cost: \$21,054.00**

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



www.accenv.com

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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

Exhibit B

Hourly Rates



2022 Annual Fee Schedule

Cost of labor services shall be as follows:

| <i>Labor Classification</i> | Hourly |
|---|---------------|
| 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 | \$ 205.00 |
| Senior Project Manager/Designer | \$ 188.00 |
| Senior Project Manager/Technical Oversight | \$ 188.00 |
| Project Manager / Project Geologist | \$ 165.00 |
| Project Coordinator | \$ 105.00 |
| Staff Geologist / Engineer | \$ 140.00 |
| Project Scientist, Project Hygienist, or Technician, Level II | \$ 117.00 |
| <i>(Overtime and/or Nights as defined below)</i> | \$ 146.00 |
| <i>(Double-time and/or Weekends as defined below)</i> | \$ 175.00 |
| Project Hygienist, or Technician, Level I | \$ 107.00 |
| <i>(Overtime and/or Nights as defined below)</i> | \$ 134.00 |
| <i>(Double-time and/or Weekends as defined below)</i> | \$ 160.00 |
| Trainer | \$ 188.00 |
| CAD Draftsperson | \$ 110.00 |
| Administrative Support Personnel | \$ 85.00 |
| Database Manager | \$ 170.00 |
| Data Entry Clerk | \$ 85.00 |

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 8:00 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 8:00 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2022

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

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

| | | |
|---|---|------------------------|
| PRODUCER Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686 | CONTACT NAME: Marsh Affinity | |
| | PHONE (A/C, No, Ext): 866-237-4079 | FAX (A/C, No): |
| | E-MAIL ADDRESS: ADPTotalSource@marsh.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: AIU Insurance Company | NAIC # 19399 |
| | INSURER B: | |
| INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 U/C/F: ACC Environmental Consultants, Inc. 7977 CAPWELL DR SUITE 100 Oakland, CA 946210000 | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ 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 | | | WC 053417867 CA | 07/01/2022 | 07/01/2023 | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for ACC ENVIRONMENTAL CONSULTANTS, INC., paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY ACC ENVIRONMENTAL CONSULTANTS, INC. AS REQUIRED BY WRITTEN CONTRACT. RE: PROJECT NO.: 79362 - CLAREMONT MIDDLE SCHOOL MPR & KITCHEN PROJECT - ASBESTOS LEAD SURVEY

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Oakland Unified School District 955 High Street Oakland, CA 94607 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jo Phillips</i> |
|---|---|

ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 07/01/2022 forms part of Policy No. WC 053417867

Issued to:

ADP TotalSource DE IV, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
L/C/F:
ACC Environmental Consultants, Inc.
7977 CAPWELL DR SUITE 100
Oakland, CA 94621

By AIU Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13

Countersigned by



(Ed. 04/84)

Authorized Representative



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

| Project Information | | | |
|---|---|-------------|-----|
| Project Name | 955 High Street Fire and Intrusion Alarm Project | Site | 988 |
| 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 | Kimberley Bunting | | |
| OUSD Vendor ID # | 000230 | Title | Project Manager | | |
| Street Address | 7977 Capwell Drive Suite 100 | City | Oakland | State | CA |
| Telephone | 510-638-8400 | Zip | 94621 | | |
| 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 # | 21106 | | | | |

| Term of Original/Amended Contract | | | |
|--|-----------|---|------------|
| Date Work Will Begin (i.e., effective date of contract) | 1-26-2023 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 12-18-2023 |
| | | 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) | \$21,054.00 |
| 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 |
| 9399/9852 | Fund 21, Measure B | 210-9399-0-9852-8500-6270-988-9180-9901-9999-21106 | 6270 | \$21,054.00 |

| 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 for Kenya Chatman | Date Approved | 1/3/2023 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | |
| | Signature Lozano Smith, approved as to form | Date Approved | 12/30/22 | |
| 3. | Deputy Chief, Facilities Planning and Management | | | |
| | Signature | Date Approved | 1/3/2023 | |
| 4. | Chief Financial Officer | | | |
| | Signature | Date Approved | | |
| 5. | President, Board of Education | | | |
| | Signature | Date Approved | | |