

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



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date** December 1, 2021

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

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

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

**LBP (Local Business Participation Percentage)** 100.00%

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

**Fiscal Impact** Fund 21 Measure J

**Attachments**

- Agreement
- Scope of work
- Insurance Certificate



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

**Legislative File ID No.**    21-2682

**Department:**    Facilities Planning and Management

**Vendor Name:**    ACC Environmental Consultants, Inc.

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

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

**Total Cost Over Contract Term:** \$7,260.00

**Approved by:**    Tadashi Nakadegawa

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

**Local Business Policy?**     Yes (No if Unchecked)

**How was this contractor or vendor selected?**

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

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

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

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

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include



an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

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

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

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

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

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

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\_\_\_\_\_. [Attach and sign additional pages, as needed.]

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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


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


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

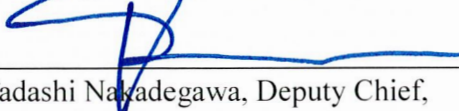
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**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**


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

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

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

**CONTRACTOR:**

**ACC Environmental Consultants**

By: 

Title: Vice President Date: 10/27/2021

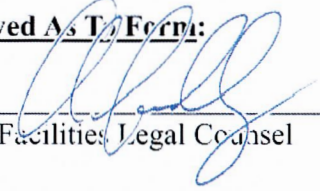
Address for District Notices:

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

Address for Contractor Notices:

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

**Approved As To Form:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel

11/3/21

\_\_\_\_\_  
Date

**Exhibit A**

**Proposal**



## Environmental Project Cost Estimate

### Project Information

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

### Client Information

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

## EXHIBIT A

ACC Project No.: 79122

Date Prepared: Monday, October 25, 2021

### Scope of Work Description

#### Task 1.0 Asbestos & Lead Survey and Report

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

ACC estimates up to 85 asbestos bulk samples will be collected and delivered to an independent laboratory for analysis by Polarized Light Microscopy (PLM) with a 24-hour turnaround time. PLM samples include up to 3 layers within each sample; multi-layered material include floor tile and adhesives, gypsum wallboard, taping compound, texturing compounds, roofing materials, etc. ACC has designed the work using a team comprised of Cal/OSHA certified personnel to perform the asbestos survey work.

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

#### Task 2.0 - Contingency

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

[www.accenv.com](http://www.accenv.com)

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

**Environmental Project Cost Estimate** *(continued)*

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

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

ACC Project No.: 79122

Monday, October 25, 2021

Task Number and Description	Unit Price	Units	Quantity	Amount
<b>Task 1.0 Asbestos &amp; Lead Survey and Report</b>				
Limited Asbestos and Lead Inspection with Report	\$4,500.00	Each	1	\$4,500.00
PLM (Asb Bulk) 48 Hour TAT	\$20.00	Samples	85	\$1,700.00
Lead Bulk - 48 hours TAT	\$20.00	Samples	20	\$400.00
<b>Task Sub-total:</b>				<b>\$6,600.00</b>
<b>Task 2.0 - Contingency</b>				
Contingency	\$660.00	Lump Sum	1	\$660.00
<b>Task Sub-total:</b>				<b>\$660.00</b>

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

Tasks Approved: \_\_\_\_\_ or ALL

*All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2021 Standard Terms & Conditions apply to all services.*



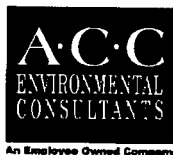
[www.accenv.com](http://www.accenv.com)

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

**Exhibit B**  
**Hourly Rates**

General Services Agreement – ACC Environmental Consultants, Inc. – Claremont Middle School Multi-Purpose Room  
Project - \$7,260.00  
{SR565566}





## 2020 Annual Fee Schedule

(Valid through January 31, 2021)

Cost of labor services shall be as follows:

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the 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 <b>DINA ATHEY</b>
	PHONE (A/C, No, Ext) (916) 939-1080 FAX (A/C, No) (916) 939-1085
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: ADMIRAL INSURANCE COMPANY A+	NAIC# 24856
INSURER B: UNITED FINANCIAL A+	11770
INSURER C: QBE INSURANCE CORPORATION A	39217
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (M/M/DD/YYYY)	POLICY EXP (M/M/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 checked="" type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 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 - COMPIOPAGG \$ 5,000,000
	B			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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 \$5,000,000 AGGREGATE
C	PROP/EQUIPMENT			2861463	05/01/21	05/01/22	

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 & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Claremont Middle School Multi-Purpose Room Project	<b>Site</b>	201
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### 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.**

<b>Attachment Checklist</b>	<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
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### Contractor Information

<b>Contractor Name</b>	ACC Environmental Consultants	<b>Agency's Contact</b>	Stephen Jackson		
<b>OUSD Vendor ID #</b>	000230	<b>Title</b>	Sr. Manager		
<b>Street Address</b>	7977 Capwell Drive Suite 100	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-512-8320	<b>Policy Expires</b>			
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	15127				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	12-2-2021	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	01-31-2022
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$7,260.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9670	Fund 21 Measure J	210-9650-0-9670-8500-6265-201-9180-9005-9999-15127	6265	\$7,260.00

### Approval and Routing (in order of approval steps)

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

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