

Board Office Use: Legislative File Info.	
File ID Number	20-0697
Introduction Date	5-13-2020
Enactment Number	20-0662
Enactment Date	5/13/2020 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date May 13, 2020

Subject Amendment No. 1, Award of General Services Agreement -for the ELC Marcus Foster Education Leadership Complex Project -ACC Environmental Consultants, Inc. - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No.1, of Award of General Services Agreement between the District with ACC Environmental Consultants Inc., Oakland CA, for the latter to provide additional incipit spalling needs hygienist oversite and additional demolition of failed existing concrete and site abatement and a time extension of 66 days, for the ELC Marcus Foster Education Leadership Complex Project, in an additional amount of \$14,250.00 increasing Agreement not to exceed amount from \$27,225.00 to \$41,475.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension schedule to last until December 31, 2020, pursuant to the Amendment.

Discussion This Amendment is for additional site oversight & labs services which includes, incipit spalling needs hygienist oversite and additional demolition of failed existing concrete and site abatement and a time extension of 66 days.

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No.1, of Award of General Services Agreement between the District with ACC Environmental Consultants Inc., Oakland CA, for the latter to provide additional incipit spalling needs hygienist oversite and additional demolition of failed existing concrete and site abatement and a time extension of 66 days, for the ELC Marcus Foster Education Leadership Complex Project, in an additional amount of \$14,250.00 increasing Agreement not to exceed amount from \$27,225.00 to \$41,475.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension schedule to last until December 31, 2020, pursuant to the Amendment.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1
- Scope of work
- Insurance Certificate

AMENDMENT NO. 1 AGREEMENT GENERAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **ACC Environmental Consultants, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **October 24, 2019** ("Agreement"), and the parties agree to amend the Agreement for the Services with **ELC Marcus Foster Education Leadership Complex Project** as follows, and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Additional incipit spalling needs hygienist oversite and additional demolition of failed existing concrete and site abatement.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>Sixty-Six days (66)</u>, and the amended expiration date is <u>December 31, 2020</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Increased by: <u>Fourteen Thousand, Two Hundred Fifty dollars o/100 (\$14,250.00)</u>.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p style="margin-left: 20px;">Prior to this amendment, the not to exceed contract price was <u>Twenty-Seven Thousand, Two Hundred Twenty-Five Dollars No/100 (\$27,225.00)</u>, and after this amendment, the not to exceed contract price will be: <u>Forty-One Thousand, Four Hundred Seventy-Five dollars and no/100 (\$41,475.00)</u>.</p>			

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

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

Amendment No. 1 – ACC Environmental Consultants, Inc. – ELC Marcus Foster Leadership Complex Project - \$14,250.00

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London
Jody London, President,
Board of Education

5/14/2020
Date

Kyta Johnson-Trammell
Kyta Johnson-Trammell, Superintendent
Secretary, Board of Education

5/14/2020
Date

Tadashi Nakadegawa
Tadashi Nakadegawa, Interim Deputy
Chief, Facilities Planning and Management

4/17/2020
Date

Approval as to form:

[Signature]
[name]
General Counsel, Facilities, Planning and Management

4/16/20
Date

CONTRACTOR

Heather Sorky 4/3/2020
Contractor Signature Date

Heather Sorky
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: ACC Environmental Consultants, Inc.

1. Detailed Description of Services to be provided: Additional incipit spalling needs hygienist oversite and additional demolition of failed existing concrete and site abatement. Also added time extension of 66 days.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
1/9/2020

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

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

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME: DINA ATHEY	FAX (A/C, No): (916)939-1085	
	PHONE (A/C, No, Ext): (916)939-1080	E-MAIL ADDRESS:	
INSURED ACC ENVIRONMENTAL CONSULTANTS, INC. 7977 CAPWELL DRIVE, SUITE 100 OAKLAND, CA 94621	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	ADMIRAL INSURANCE COMPANY A+	24856
	INSURER B:	UNITED FINANCIAL A+	11770
	INSURER C:	QBE INSURANCE CORPORATION A	39217
	INSURER D:		
	INSURER E:		

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 (MMDD/YYYY)	POLICY EXP (MMDD/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"/> PROJECT <input type="checkbox"/> LOC OTHER:			FEI-ECC-10782-06 CPL RETRO: 03/20/89	10/28/18	04/28/20	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OPAGG \$ 5,000,000
	B			02447227-8	01/13/20	01/13/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED 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 checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROF. LIAB. CLAIMS MADE			FEI-ECC-10782-06 RETRO: 03/20/89	10/28/18	04/28/20	\$5,000,000 OCCURRENCE \$5,000,000 AGGREGATE
C	PROP/EQUIPMENT			2861463	05/01/19	05/01/20	

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

RE: DR. MARCUS FOSTER EDUCATIONAL LEADERSHIP CAMPUS ACC#TBD
OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES HAVE BEEN NAMED AS ADDITIONAL INSURED. PRIMARY COVERAGE APPLIES. 30 DAY NOTICE APPLIES.
(BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA. 94601	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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Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 10/28/2018 attaches to and forms a part of Policy Number
FEI-ECC-10782-06. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 - in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 10/28/2018 attaches to and forms a part of Policy Number FEI-ECC-10782-06. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 10/28/2018 attaches to and forms a part of Policy Number FEI-ECC-10782-06. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/28/2018 attaches to and forms a part of Policy Number FEI-ECC-10782-06. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10/28/2018 attaches to and forms a part of Policy Number FEI-ECC-10782-06. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	ELC Marcus Foster Education Leadership Complex Project	Site	310
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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.

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
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Contractor Information

Contractor Name	ACC Environmental Consultants, Inc.	Agency's Contact	Stephen Jackson		
OUSD Vendor ID #	000230	Title	Sr. Manager		
Street Address	7977 Capwell Drive Suite 100	City	Oakland	State	CA
Telephone	510-512-8320	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	15124				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-24-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2020

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$14,250.00
Other Expenses		Requisition Number	

Budget Information

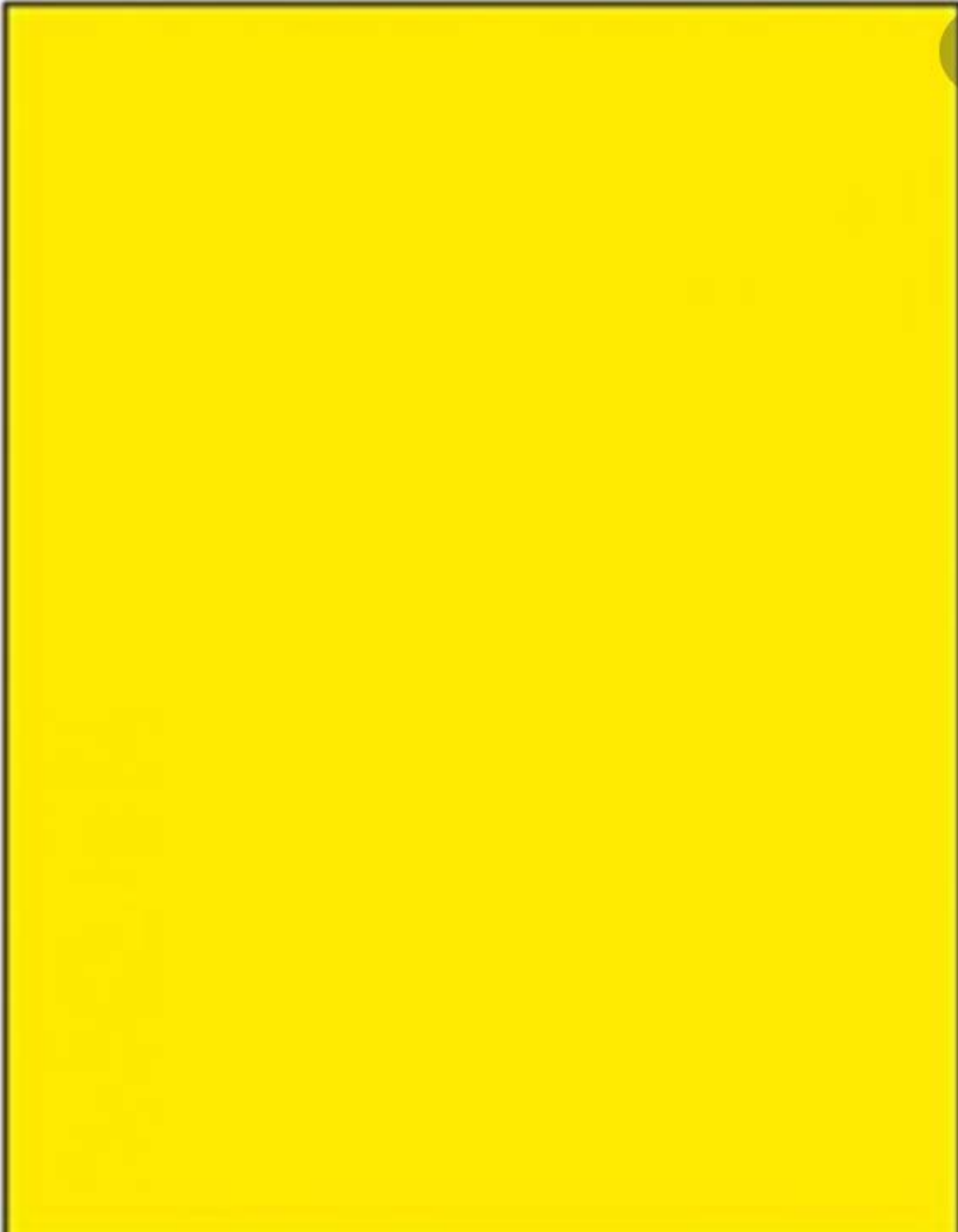
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9667	Fund 21, Measure J	210-9667-0-9667-8500-6170-310-9180-9905-9999-99999	6170	\$14,250.00

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.	Acting Director, Facilities Planning and Management				
	Signature	Date Approved	9/17/2020		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature As to form only	Date Approved	4/16/20		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	9/17/2020		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			




Board Office Use: Legislative File Info.	
File ID Number	19 - 2031
Introduction Date	10-23-2019
Enactment Number	19-1574
Enactment Date	10/23/19 os



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date  October 23, 2019

Subject Agreement for Consulting Services for the ELC Marcus Foster Education Leadership Complex Project to ACC Environmental Consultants, Inc.

Action Requested Approval by the Board of Education of Resolution No. 1920-0035, Award of Contract for Consulting Services on behalf of the District to **ACC Environmental Consultants, Inc.**, Oakland, California, for the **ELC Marcus Foster Education Leadership Complex Project** in the amount of **\$27,225.00, which includes a contingency fee of \$2,475.00** as the selected consultant and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on **October 24, 2019**, and scheduled to last **October 26, 2020** pursuant to the contract. Consultant was selected based on demonstrated competence and professional qualifications (Government Code §4526)

Discussion Vendor to provide environmental consulting services. Prepare environmental documents, inspection monitoring, removal of hazardous materials.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Resolution No. 1920-0035, Award of Contract for Consulting Services on behalf of the District to **ACC Environmental Consultants, Inc.**, Oakland, California, for the **ELC Marcus Foster Education Leadership Complex Project** in the amount of **\$27,225.00, which includes a contingency fee of \$2,475.00**, as the selected consultant, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on **October 24, 2019**, and scheduled to last until **October 26, 2020** pursuant to the contract.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Consultant Fee Schedule
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 19-2031

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants, Inc.

Project Name: ELC Marcus Foster Educational Leadership Complex Project No.: 15124

Contract Term: Intended Start: 10-24-2019 Intended End: 10-26-2020

Annual (if annual contract) or total (if multi-year agreement) Cost: \$27,225.00

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?

Selected based on demonstrated competence and professional qualifications Government Code §4526. District scored the responses to the RFP and interviewed the top four scoring environmental firm. The proposal submitted by ACC Environmental was selected by the District based on the lowest, but given the Consultant’s experience with similar projects and the level of complexity of the project, the District identified the chosen environmental firm as the most qualified at the most reasonable price.

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

Consultant Services: environmental inspection monitoring services associated with the removal of hazardous materials. Environmental analysis will be prepared. Take additional labs samples, reports and re-written specifications and work plans.

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 several proposals. ACC Environmental was the lowest proposed price, thus demonstrated that their price was fair and competitive.

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 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 \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- 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 \$92,600 (as of 1/1/19)
- 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 The District issued an RFP seeking proposals for the subject contract. The District scored the responses to the RFP and interviewed the top four scoring consultants.
- o The proposals submitted by the consultants selected by the District was not the lowest, but 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 at the most reasonable price.



**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1920-0035

**AWARD OF CONTRACT FOR CONSULTING SERVICES FOR
THE (ELC) MARCUS FOSTER EDUCATION LEADERSHIP COMPLEX
PROJECT**

WHEREAS, the District has selected **ACC Environmental Consultants, Inc.** (“Contractor”) for the (ELC) Marcus Foster Education Learning Complex **Project**, no. **15124**, consisting of providing Environmental Consulting services, inspection monitoring services, removal of hazardous materials. (“Project”); and,

WHEREAS, proposals were requested for the contract for the Project (“Contract”) and contractor was – selected based on demonstrated competence and professional qualifications, competitive RFP selection process (Government Code §4526); and,

WHEREAS, the selected contractor has met the goals for local business participation, as required by the District’s policy for such participation; and,

WHEREAS, the Contract has been approved as to form by General Counsel.

NOW, THEREFORE, BE IT RESOLVED, that the Contract signed by Contractor in the amount of **TWENTY-SEVEN THOUSAND, TWO HUNDRED TWENTY-FIVE DOLLARS NO/100 (\$27,225.00)** shall be and is hereby accepted and awarded by the Board of Education; and,

BE IT FURTHER RESOLVED, that the President and Secretary of the Board be hereby authorized to sign the Contract on behalf of the District.



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1920-0035

**AWARD OF CONTRACT FOR CONSULTING SERVICES FOR
THE (ELC) MARCUS FOSTER EDUCATION LEADERSHIP COMPLEX
PROJECT**

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Shanthi Gonzales, Gary Yee, James Harris, Roseann Torres, Jumoke Hinton-Hodge, Vice President Jody London, President Aimee Eng

NOES: None

ABSENT: Student Director Garibo, Student Director Smith-Dahl

ABSTAINED: None

RECUSED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **October 23, 2019**.

Kyla Johnson-Trammell, Secretary,
Board of Education

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **October 24, 2019** (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 “Services”): ACC to provide environmental & hazardous material services, to include plan for management of asbestos and lead containing materials as part of the ELC Marcus Foster Education Leadership Complex Project, provide abatement oversight, project management and air monitoring services during the project. (Government Code Section §4526)

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 **October 24, 2019** and shall terminate upon completion of the Services, but no later than **October 26, 2020** (“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 fees in accordance with the attached Fee Schedule (See attached), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **TWENTY-SEVEN THOUSAND, TWO HUNDRED TWENTY-FIVE DOLLARS NO/100 (\$27,225.00) (This Fee includes a contingency of (\$2,475.00)).** Contractor shall perform all Services required by the Agreement even if the Fee has already been paid

and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

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

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

8. **Insurance.** Without in any way limiting Contractor’s liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$ 1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance

or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

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

orientation of such persons.

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

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

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

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

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

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

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

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

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

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

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

- Roof project certification (if required; see Public Contract Code §3006).

- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

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

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

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DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 10/24/19

Aimee Eng, Date
President, Board of Education

Kyla Johnson-Trammell 10/24/19

Kyla Johnson-Trammell, Date
Superintendent, Board of Education

Timothy White 10/2/19

Timothy White, Date
Deputy Chief, Facilities Planning & Management

Approved As to Form. [Signature] 10/1/19

OUSD Facilities Legal Counsel Date

CONTRACTOR:

By: [Signature]

Name: Mark A. Sanchez

Title: President & CEO

ACC Ref: 3029-294.00



Environmental Project Cost Estimate

Project Information

ELC Marcus Foster Education Leadership Complex (Paul Robeson Building)
1025 2nd Avenue
Oakland, CA

Client Information

Paul Orr
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 76595

Date Prepared: Friday, August 23, 2019

Scope of Work Description

Task 1 - Develop hazardous material plan for management of asbestos and lead containing materials as part of the Paul Robeson spalling concrete repair project.

Task 2 - Provide abatement oversight, project management and air monitoring services during the project.

Task Number and Description	Unit Price	Units	Quantity	Amount
Task 1 - Work Plan Development				
Work Plan	\$2,250.00	Each	1	\$2,250.00
Task Sub-total:				\$2,250.00
Task 2 - Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$1,150.00	Each	15	\$17,250.00
Senior Project Manager/Technical Oversight	\$175.00	Hours	15	\$2,625.00
PCM Onsite Analysis	\$25.00	Samples	45	\$1,125.00
Lead Air Samples (24-hour)	\$25.00	Each	30	\$750.00
Final Report	\$750.00	Each	1	\$750.00
Task Sub-total:				\$22,500.00

Approved:

Total Environmental Consulting Services Cost:

\$24,750.00

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 2019 Standard Terms & Conditions apply to all services.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	ELC Marcus Foster Education Leadership Complex Project	Site	310
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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.

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
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Contractor Information

Contractor Name	ACC Environmental Consultants, Inc.	Agency's Contact	Stephen Jackson		
OUSD Vendor ID #	000230	Title	Sr. Manager		
Street Address	7977 Capwell Drive Suite 100	City	Oakland	State	CA
Telephone	510-512-8320	Zip	94621	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 #	15124				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-24-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-26-2020
		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)	\$27,225.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450/9667	Fund 21, Measure J	210-9450-0-9667-8500-6265-310-9180-9905-9999-99999	6225	\$27,225.00

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.	Director, Facilities Planning and Management	Signature	Date Approved	9/25/19	
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	10/1/19	
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	10/2/19	
4.	Chief Financial Officer	Signature	Date Approved		
5.	President, Board of Education	Signature	Date Approved		