

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26-1314
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Pranita Ranbhise, Executive Director, Facilities Planning & Management

**Board Meeting Date** June 24, 2026

**Subject** Master Agreement for General Services - ACC Environmental Consultants, Inc.- Environmental Site Assessment Consulting Services at Various School Sites – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of a **Master Agreement for General Services** by and between the **District** and **ACC Environmental Consultants, Inc., Oakland, CA**, for the latter to provide environmental site assessment consulting services at various school sites, in the not-to-exceed amount of \$0. The agreement shall commence on June 25, 2026 with an anticipated end date of June 30, 2028.

**Discussion** Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

**LBP (Local Business Participation Percentage)** 100%

**Recommendation** Approval by the Board of Education of a Master Agreement for General Services by and between the District and ACC Environmental Consultants, Inc., Oakland, CA, for the latter to provide environmental site assessment consulting services at various school sites, in the not-to-exceed amount of \$0. The agreement shall commence on June 25, 2026 with an anticipated end date of June 30, 2028.

**Fiscal Impact** All Capital Funds:

- 01 ESSER;
- 14 Deferred Maintenance
- 21 Building Fund
- 25 Capital Facilities
- 35 County Schools Facilities
- 40 Special Reserve for Capital Outlay Projects

**Attachments**

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 26-1314

**Department:** Division of Facilities Planning and Management

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

**Project Name:** Environmental Site Assessment Consulting Services at Various School Sites      **Project No.:** **25120**

**Contract Term:** Intended Start: 06-25-2026      Intended End: 06-30-2028

**Total Cost Over Contract Term:** \$0.00

**Approved by:** **Preston Thomas**

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

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

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

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

Consultant was selected through the formal RFP/RFQ process.

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

Provide environmental site assessment consulting services at various school sites.

**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?

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable
- Emergency contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable
- No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
- Completion contract – contact legal counsel to discuss if applicable
- Lease-leaseback contract RFP process – contact legal counsel to discuss if applicable
- Design-build contract RFQ/RFP process – contact legal counsel to discuss if applicable
- Energy service contract – contact legal counsel to discuss if applicable
- Other: \_\_\_\_\_ – contact legal counsel to discuss if applicable

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), and (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – contact legal counsel to discuss if applicable
- For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- 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 \$114,800 (as of 1/1/25)
- No advantage to bidding (including sole source) – contact legal counsel to discuss
- Other: \_\_\_\_\_

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

Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

**OAKLAND UNIFIED SCHOOL DISTRICT  
MASTER AGREEMENT FOR GENERAL SERVICES**

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This Master Agreement for General Services (“Agreement”) is made and entered into effective **June 25, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **ACC Environmental Consultants, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide environmental site assessment consulting services for the District from time to time pursuant to written project assignments executed by the Parties substantially in the form attached hereto as **Exhibit A** (each, a “Project Assignment”). Each Project Assignment shall identify the applicable services to be performed by Contractor (the “Services”), the applicable compensation, schedule, deliverables, and any project specific requirements. Contractor shall perform the Services (a) in accordance with the terms and subject to the conditions set out in the Project Assignment and this Agreement; (b) using personnel of required skills, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Contractor’s field; and (e) to the reasonable satisfaction of the District. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to prevent the District from itself performing services or from acquiring services from other providers that are similar to or identical to the Services. The Services are to be provided for any project described in an executed Project Assignment amendment (“Project”). This Agreement may be amended from time to time to include additional Services.

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

3. **Term.** The term of this Agreement shall begin on **June 25, 2026**, and shall end on **June 30, 2028**, (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. District may extend the Term for up to three (3) additional one-year periods by providing written notice to Contractor. 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.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) 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; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a

receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** In consideration of the Services to be performed under this Agreement, District shall pay Contractor for Services satisfactorily rendered pursuant to this Agreement in the amounts stated in any executed Project Assignment. Unless otherwise indicated in a Project Assignment, the Fees shall be payable in monthly installments. Contractor shall provide monthly invoice of the Fees to District for Services rendered accompanied by documentation reasonably requested by District evidencing all charges, and District shall pay the undisputed amounts of such invoices within sixty (60) days of receipt of the invoice. Contractor shall not submit its invoices to District more frequently than monthly. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

The Fees shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Contractor and/or District under this Agreement, and in no event shall District be required to pay any additional amount to Contractor in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Contractor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5.1 **Reimbursement for Certain Expenses.** Expenses will not be charged for Contractor's performance of these Services, with the exception of any listed in any executed Project Assignment.

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. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

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 Section 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; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions in the amount of \$1,000,000 per occurrence. 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.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. 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. Unless required by law, 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. If applicable, 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. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit B*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Reserved.**

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. 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 District’s 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 and confidentiality of records. 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 a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party 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 either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on

computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **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. Any terms and conditions contained in Contractor's proposal, other than those defining the scope of work and price, shall be of no force and effect.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises (“DVBE”) certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District’s versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Reserved.**

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District’s governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.

Address for District Notices:	Address for Contractor Notices:
Oakland Unified School District 955 High Street Oakland, CA 94601 Attn: Preston Thomas	ACC Environmental Consultants, Inc. 7977 Capwell Drive, Suite 100 Oakland, CA 94621 Attn: Mark Sanchez

\* \* \* \* \*



**DISTRICT:**

**Oakland Unified School District**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Denise Saddler, Interim Superintendent & Secretary  
of the Board of Education



[Preston Thomas \(May 25, 2026 17:46:35 PDT\)](#)  
Preston Thomas, Chief Systems & Services Officer

**Approval as to form:**



\_\_\_\_\_  
James Traber, Esq.  
Facilities Counsel

Date: 5/25/26

**CONTRACTOR:**

ACC Environmental Consultants, Inc.

By: Mark Sanchez  
Name: Mark A. Sanchez  
Title: President/CEO  
Date: 05/22/2026

## EXHIBIT A

### FORM OF AMENDMENT FOR PROJECT ASSIGNMENT

Pursuant to the Master Agreement for General Services (“Master Agreement”) between the Oakland Unified School District (“District”) and ACC Environmental Consultants, Inc. (“Contractor”) effective [REDACTED], 20 [REDACTED] (“Agreement”), the District and Contractor agree to amend the Master Agreement to add services for the [REDACTED] project (the “Project”).

1. **Services.** The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. Contractor shall perform the services selected under Section 1(a) for the Project in accordance with the terms and conditions of the Agreement and this Project Assignment (the “Services”) and as further described in Contractor’s proposal attached hereto and incorporated herein as *Exhibit 1*. The Services shall include all labor, materials, supervision, equipment, and incidentals necessary to fully and properly perform the Services, and shall be completed (a) in accordance with the terms of this Agreement; (b) with the degree of skill, care, and diligence normally exercised by professionals in the same field; and (c) to the reasonable satisfaction of the District. The District retains the right to self-perform or to contract with others for services similar or identical to those provided under this Agreement. Any terms and conditions contained in Contractor’s proposal, other than those defining the scope of work and price, shall be of no force and effect.

- a. **Scope of Services.** The intent of anticipated investigations is to explore and characterize surface and shallow subsurface soil conditions to portions of sites with proposed site improvements. Investigations shall address excavation and soil disposal in addition to protection of site users.

#### FIELD EXPLORATION

- Investigation preparation shall include but not limited to obtaining utility clearance, preparing a site health and safety plan, and permitting.
  - All boring locations shall be cleared for subsurface utilities prior to beginning any work at the site through notification of the Underground Services Alert (USA) system and verification by an underground utility locator.
  - A site health and safety plan shall be prepared in accordance with OSHA standards for hazardous waste operations (29 CFR 1910.120).
  - Permit and authorization to perform site work shall be obtained from the Alameda County Public Works Agency for boring depths, if required, greater than 5 feet.
  - During drilling, the Contractor shall monitor for volatile organic compounds (VOCs) in both the breathing zone and for individual soil samples. Contractor shall establish background levels before drilling and continuously monitor for potential VOCs in the air space around the drilling operations.
- Boring locations shall be navigated to and recorded to GPS coordinates.
- Soil testing will be performed at locations as identified by the design team, most appropriate to the program area. Soil borings shall be advanced to a total depth of 5 feet below the ground

surface (unless otherwise requested by District) and soil samples shall be collected at depths of 1-foot and 5-feet.

- The soil borings shall be visually logged in general accordance with the Unified Soil Classification System (USGS) under the supervision of a Professional Geologist. Soil samples shall be collected in acetate liners, sealed, labelled and transported to an analytical laboratory under chain-of-custody procedures. All borings shall be backfilled using cement grout in accordance with Alameda County drilling permit requirements.
- Contractor shall provide separate fees based the soil sampling completed during normal business hours and during weekend hours.
- To account for the event that the Contractor encounters groundwater in any of the borings, firm shall provide fee for additional services in the proposal to collect and test samples.

#### SOIL TESTING

- Soil sample(s) shall be tested for pollutants, contaminants, and waste characterization. The results of such tests will be presented in a brief memorandum. If test results exceed the allowable threshold, additional scope will be required to determine next steps, including horizontal and vertical extents of contamination.
- Produce waste profiling scenarios accepted by landfills should results warrant it. Soil samples delivered to an analytical laboratory under a signed chain of custody sheet and the uppermost (0-foot) samples shall be analyzed for the following tests.
- Analytical methods include:
  - Discreet sampling shall be performed.
  - CAM 17 Metals by method 6010; CAM 17 Metals includes the following: Antimony (Sb), Arsenic (As), Barium (Ba), Beryllium (Be), Cadmium (Cd), Chromium (Cr), Cobalt (Co), Copper (Cu), Lead (Pb), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Thallium (Tl), Vanadium (V), and Zinc (Zn).
  - Total petroleum hydrocarbons as gasoline, diesel, and motor oil by method 8015;
  - VOCs by 8260;
  - SVOCs by 8270;
  - PCBs by 8082;
  - Organochlorine pesticides by 8081,
  - Asbestos by CARB 435; and
  - Additional waste criteria (STLC/TCLP), as needed.
- Samples will be analyzed on a standard turnaround time. Upon receipt of the initial analytical results, select samples shall be re-analyzed for leachability testing and select 5-foot samples shall be analyzed for individual metal concentrations based on hazardous waste screening criteria published by the Environmental Protection Agency (EPA).

#### GROUNDWATER TESTING

- Groundwater sampling and analysis for vapor intrusion evaluation with 1-foot samples.
- Groundwater analytical testing for the following:
  - TPHg, TPHd, and TPHmo by EPA Method 8015M
  - VOCs by EPA Method 8260B

- SVOCs by EPA Method 8270C
- Total CAM 17 metals by EPA Method E200.8

ANALYTICAL RESULTS AND REPORTING

- Comparison of analytical results to Federal and California State Hazardous Waste Criteria to determine if trigger concentrations indicate exceedances per Federal Toxicity Characteristics Leaching Procedure (TCLP), California State Total Threshold Limit Concentration (TTLC) or Soluble Threshold Limit Concentration (STLC).
- Hazardous/non-hazardous waste characterization analysis.
- Environmental Screening Level comparison and evaluation for Residential Shallow Soil Exposure as published by the San Francisco Bay Regional Water Quality Control Board.
- Preparation of memoranda, reports, conclusions, and recommendations.

DTSC VOLUNTARY SITE MITIGATION PROGRAM SUPPORT

- Contractor shall advise and assist the District with Department of Toxic Substances (DTSC) requirements including but not limited to the Voluntary Cleanup Program procedures, the Preliminary Endangerment Assessment (PEA) Review Process, the Environmental Oversight Agreement (EOA) and public notices of the PEA field work.

OTHER SERVICES

Additional Services specifically described below and approved by the Parties:

[Insert any additional Services...]

2. **Compensation and Fee Schedule**

For Services satisfactorily performed, and based on invoices properly documented and submitted, Contractor shall be compensated in an amount not to exceed \_\_\_\_\_ Dollars and \_\_\_/100 (\$ \_\_\_\_\_), which represents Contractor’s estimate of the maximum total cost of Services for the Project, based on its fee stated in its proposal as shown in *Exhibit 1*. If contractor’s proposal includes hourly rates it shall bill at such rates against the total not to exceed amount. The foregoing not to exceed amount shall, if noted in the proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District’s consent if Contractor demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project’s completion date requiring extended services. Any unused contingency amount shall be retained by the District.

**Reimbursables.** Contractor’s total reimbursement for reimbursable expenses shall not exceed the amount indicated on Contractor’s proposal which is Contractor’s estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

3. This Project Assignment, together with the Agreement and incorporated documents expressly identified herein, constitutes the entire agreement of the Parties relating to the Project described herein.

**[Signatures on following page]**

**DISTRICT:**

**Oakland Unified School District**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Denise Saddler, Interim Superintendent & Secretary  
of the Board of Education

\_\_\_\_\_  
Preston Thomas, Chief Systems & Services Officer

**Approval as to form:**

\_\_\_\_\_  
**James Traber, Esq.**  
**Facilities Counsel**

**CONTRACTOR:**

ACC Environmental Consultants, Inc.

By: Mark Sanchez  
Name: Mark A. Sanchez  
Title: President/CEO  
Date: 05/22/2026

**EXHIBIT B**

**Fingerprinting Notice and Acknowledgement Form**

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as President/CEO *[insert "owner" or officer title]* of ACC Environmental Consultants, Inc.  
*[insert name of business entity]*, have read the foregoing and agree that ACC Environmental Consultants, Inc.  
*[insert name of business entity]* will comply with the requirements of Education  
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 05/22/2026

Name: Mark A. Sanchez

Signature: *Mark Sanchez*

Title: President/CEO

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: ACC Environmental Consultants, Inc.  
Date of Entity’s Contract with District: \_\_\_\_\_  
Scope of Entity’s Contract with District: \_\_\_\_\_

I, Mark A. Sanchez [insert name], am the President/CEO [insert “owner” or officer title] for ACC Environmental Consultants, Inc. [insert name of business entity] (“Entity”), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: 05/22, 2026

Signature: Mark Sanchez  
Typed Name: Mark A. Sanchez  
Title: President/CEO  
Entity: ACC Environmental Consultants, Inc.



**Response to Request for Qualifications and Proposal (RFQ/P)**

**Environmental Site Assessment Consulting Services for Soil  
Characterization Investigations at  
Various School Sites Project #25120**

**Thursday, April 30, 2026**

**Prepared for:**

Oakland Unified School District  
Preston Thomas, Chief Systems and Services Officer  
Department of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601  
cc: [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org), [colland.jang@ousd.org](mailto:colland.jang@ousd.org)

**Prepared by:**

Sarah Wilson  
Business Development Manager  
ACC Environmental Consultants, Inc.  
7977 Capwell Drive, suite 100  
Oakland, CA 94621  
510.638.8400 ext. 102  
[marketingrfps@accenv.com](mailto:marketingrfps@accenv.com)

**Service – Experience – Employee Owned**



## 2. Statement of Qualifications

### 2.1 Letter of Interest

April 30, 2026

Oakland Unified School District  
Preston Thomas, Chief Systems and Services Officer  
Department of Facilities Planning and Management  
955 High Street, Oakland, CA 94601  
cc: [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org), [colland.jang@ousd.org](mailto:colland.jang@ousd.org)

**Subject: Response to Request for Qualifications (RFQ) for Environmental Site Assessment Consulting Services for Soil Characterization Investigations at Various School Sites Project #25120**

This letter is to express ACC Environmental Consultants’ interest in responding to the subject RFQ. ACC has provided environmental consulting services to Oakland Unified School District for over 20 years and is very familiar with the District’s campuses and sites.

ACC is headquartered in the City of Oakland and are a certified City of Oakland Local Business (LBE). ACC is also a certified Small Local Business (SLEB) with the County of Alameda and a Local Impact Area Business Enterprise (LIABE) and Small Business Enterprise (SBE) with the Port of Oakland. We look forward to working with Oakland Unified School District (OUSD/ District).

#### Contact Information

Firm Legal Name	ACC Environmental Consultants, Inc.
Office Location	7977 Capwell Drive, Suite 100 Oakland, CA 94621 (510) 638-8400 (office)   (510) 638-8404 (fax)
Person Authorized to Submit Statement of Qualifications	Mark Sanchez, President/ CEO (proposal signatory) (510) 638-8400 x 104   (510) 773-7303 (cell)   <a href="mailto:msanchez@accenv.com">msanchez@accenv.com</a>

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

#### ACC Acknowledges Receipt of Addenda No. 1.

Sincerely,

Mark A. Sanchez, President/ CEO



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## 2.2 Firm Information

### 2.2.1 Firm History

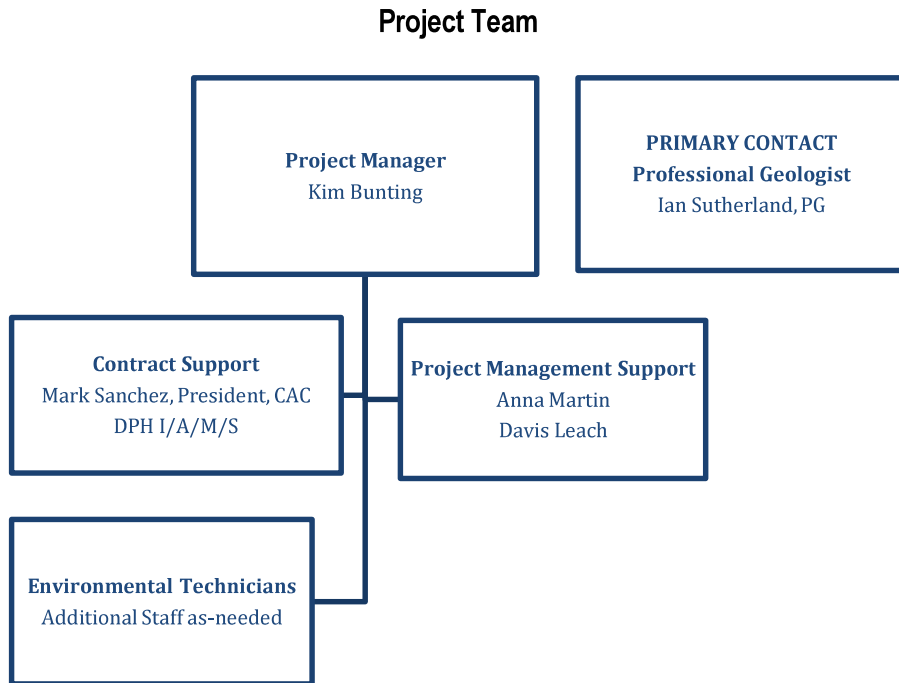
Established in 1986, ACC is an employee-owned, full service environmental consulting and design firm recognized for its excellent and reliable client service. **ACC is certified by the City of Oakland as Local Business Utilization (LBU), and a small local business with the County of Alameda and LIABE/ SBE with the Port of Oakland.**

Firm Name:	ACC Environmental Consultants, Inc.
Legal Form:	S Corporation
Ownership:	100% Employee Owned
Senior Officials:	Mark Sanchez: CEO/ President Heather Sobky: COO
Headquarters:	ACC Environmental Consultants, Inc. 7977 Capwell Drive, Suite 100 Oakland, CA 94621 (510) 638-8400, (510) 638-8404 fax www.accenv.com
Number of years the firm has been in business:	40 Years. Founded on April 9, 1986 in Alameda County
Business Conducted	<ul style="list-style-type: none"> <li>• Subsurface Environmental Site Assessments and Evaluations (Phase I, II, DTSC Consulting)</li> <li>• Soil and Groundwater Investigation (including Soil Vapor)</li> <li>• Asbestos and Lead-Based Paint Testing and Consulting</li> <li>• Hazardous Material Consulting</li> <li>• Industrial Hygiene Services</li> <li>• Health and Safety Services</li> <li>• OSHA Employee Training – (Asbestos, EPA Lead RRP, Lead-Based Paint, Silica, Mold)</li> <li>• Indoor Environmental Quality Testing and Consulting</li> <li>• LEED Environmental Testing and Certification</li> <li>• Water Intrusion and Mold Inspections</li> <li>• Concrete Moisture Intrusion</li> <li>• Underground Storage Tank Consulting</li> </ul>



**2.2.2 ACC’s Key Personnel**

Ian Sutherland, Senior Project Manager (510) 773-0752, [isutherland@accenv.com](mailto:isutherland@accenv.com) will be the primary contact for this project. We will utilize the below project team.



**Resumes and ACC’s Technical Staff Certification Table are included in the Appendix.**

**2.2.3 Ability to Meet Schedules & Handle Agency Approval Delays**

**Philosophy working with the District & Scheduling**

Presently, ACC works with several School Districts; the full list is referenced later in this section. The projects include regulatory compliance, Subsurface Characterization (soil, groundwater, and soil vapor), Phase I ESAs, Preliminary Endangerment Assessments (PEA) as well as Environmental Consulting services not included in this proposal. Working with the project team (Construction Manager, General Contractors, Community Leaders, Property Owners, Architects and Engineers) ACC ensures that the scope of our surveys, sampling and inspection is adequate to allow for successful permitting (local office and DSA), bidding and construction.

ACC has a long history working with OUSD and is very familiar with District Staff and always aims to provide the highest level of service. Once onboard, we work with the District Team to support the project. Whether we are working with a large experienced contractor or small local contractor, ACC has the experience necessary to make sure that the projects are completed meeting all regulatory requirements.

**Scheduling**

ACC understands the importance and value of ensuring projects are completed on time and on budget. ACC established team comprised of a Sr. Project Manager (SPM), certified technicians and administrative staff to provide client



communication, project oversight and technical monitoring and document submittal during and after completion of each phase of the project. ACC will communicate with OUSD to ensure consistent response times to meet all projected requirements.

SPMs attend regularly scheduled meetings to discuss forecasted staffing requirements on projects. Each week a schedule is distributed to all staff members. ACC will work with OUSD to predict delays both for the contract documents and for changes in the field. ACC is dedicated to using local staff on projects and will ensure staff continuity on projects.

ACC has a large local staff of professionals capable of providing our diverse range of professional services. Behind the scenes we have a company scheduler who is responsible for maintaining our technician/project schedule. This is a constantly changing schedule. Most of our services are in response to client needs, often times urgent or emergency driven. Additionally, many of our services are dependent upon contractor scheduling and performance. As such, our team of professionals is ready for daily changes to our schedule, so that each project and client is serviced to meet expectations.

By utilizing our in-house staff, who have appropriate professional certifications and experience, allows us to provide each client with a consistent technical approach. Quality starts with our first client conversations. It is important to understand the needs of every client for every project and consult with the client to ensure the scope of a proposed service is adequate to address the clients' needs. At ACC every scope of work is peer reviewed to make sure that each aspect of a project has insight from more than one technical expert.

Once a project is authorized the ACC Project Manager will coordinate with the District's Team to determine the schedule, access, site restriction and any other project specific requirements. Once these details have been reviewed, the ACC project manager will assign the project internally to one of our project technicians (or project team). The Project Manager will receive project field documentation daily and address any questions or concerns with the technician promptly. All samples are submitted to local accredited laboratories following industry standard chain-of-custody protocols.

ACC's team of professionals has vast experience in working as part of design teams on many diverse projects. Managing environmental conditions is sometimes overlooked, but ACC strives to inform each client of the potential impacts that environmental issues can have on a project's budget and schedule. Working with a client to clearly understand the goals of each project early on is helpful in keeping the client and the entire design team aware of potential environmental issues so they can be addressed as part of the ongoing design, bid and construction process allowing for better control of the project schedule and budget.

ACC has been an early adopter of technology. All of our inspection tools have been developed such that data collection, note taking, sample submissions and reporting can be completed utilizing e-Tablets. This allows for accurate and consistent data collection and easy sharing of information between technicians, managers and technical oversight. By having automated processes, we can easily track project progress, key milestones, budgets, reporting and invoicing. Each of which is critical in delivering timely, accurate projects, on budget while meeting client goals.

**ACC has provided as-needed environmental consulting services to the OUSD since 1993.** Example projects include: Environmental Site Assessments associated with site modernization, Soil Characterization, Regulatory Agency Interaction, Nuisance Dust Monitoring, AHERA reinspections, asbestos surveys, lead-paint surveys, hazardous material surveys, mold and biological investigations, modernization projects, hazardous material abatement oversight, and final abatement clearances.



## **Approach to Scope of Work**

ACC is fully qualified to perform the entire Scope of Services listed below and will work with the District to meet all deliverables outlined in Statement of Work.

### **District scope of services:**

#### **1. GENERAL**

The intent of the proposed investigation is to explore and characterize surface and shallow subsurface soil conditions to portions of the school sites with proposed site improvements. The investigation shall address excavation and soil disposal in addition to protection of site users.

#### **2. FIELD EXPLORATION**

**2.1** Investigation Preparation shall include but not limited to obtaining utility clearance, preparing a site health and safety plan, and permitting.

**2.1.1** All boring locations shall be cleared for subsurface utilities prior to beginning any work at the site through notification of the Underground Services Alert (USA) system and verification by an underground utility locator.

**2.1.2** A site health and safety plan shall be prepared in accordance with OSHA standards for hazardous waste operations (29 CFR 1910.120).

**2.1.3** Permit and authorization to perform site work shall be obtained from the Alameda County Public Works Agency. *Note: Should permitting be required, it would be considered an additional cost that would draw from the 10% contingency.*

**2.1.4** During drilling, the Consultant shall monitor for volatile organic compounds (VOCs) in both the breathing zone and for individual soil samples. Consultant shall establish background levels before drilling and continuously monitor for potential VOCs in the air space around the drilling operations.

**2.1.5** Boring locations shall be navigated to and recorded to GPS coordinates.

**2.2** Soil testing will be performed at five (5) locations for each site, as identified by the design team, most appropriate to the program area. Soil borings shall be advanced to a total depth of 5 feet below the ground surface and soil samples shall be collected at depths of 1-foot and 5-feet.

**2.3** The soil borings shall be visually logged in general accordance with the Unified Soil Classification System (USGS) under the supervision of a Professional Geologist. Soil samples shall be collected in acetate liners, sealed, labelled and transported to an analytical laboratory under chain-of-custody procedures. All borings shall be backfilled using cement grout including borings taken at turf fields and rubber playground surfaces, in accordance with Alameda County drilling permit requirements.



**2.4** Consultant shall provide separate fees based the soil sampling completed during normal business hours and during weekend hours.

**2.5** To account for the event that the Consultant encounters groundwater in any of the borings, firm shall provide fee for additional services in the proposal to collect and test samples.

### **3. SOIL TESTING**

**3.1** Soil sample will be tested for pollutants, contaminants and waste characterization. The results of the test will be presented in a brief memorandum. If test results exceed the allowable threshold, additional scope will be required to determine next steps, including horizontal and vertical extents of contamination.

**3.2** The primary purpose for soil sampling and testing is to produce waste profiling scenarios accepted by landfills should results warrant it. Soil samples delivered to an analytical laboratory under a signed chain of custody sheet and the uppermost (0-foot) samples shall be analyzed for the following tests.

**3.3** Analytical methods include:

1. Discreet sampling shall be performed.
2. CAM 17 Metals by method 6010;
3. Total petroleum hydrocarbons as gasoline, diesel, and motor oil by method 8015;
4. VOCs by 8260;
5. SVOCs by 8270;
6. PCBs by 8082;
7. Organochlorine pesticides by 8081,
8. Asbestos by CARB 435; and
9. Additional waste criteria (STLC/TCLP), as needed.

**3.4** Samples will be analyzed on a standard turnaround time. Upon receipt of the initial analytical results, select samples shall be re-analyzed for leachability testing and select 5-foot samples shall be analyzed for individual metal concentrations based on hazardous waste screening criteria published by the Environmental Protection Agency (EPA).

### **4. GROUNDWATER TESTING**

Groundwater sampling and analysis shall be to evaluate potential vapor intrusion concerns. Samples shall be analyzed for the following:

1. TPHg, TPHd, and TPHmo by EPA Method 8015M
2. VOCs by EPA Method 8260B
3. SVOCs by EPA Method 8270C
4. Total CAM 17 metals by EPA Method E200.8

### **5. ANALYTICAL RESULTS**

**5.1** Analytical results shall be compared against Federal and California State Hazardous Waste Criteria to determine if trigger concentrations indicate exceedances per Federal Toxicity Characteristics Leaching Procedure (TCLP), California State Total Threshold Limit Concentration (TTLC) or Soluble Threshold Limit Concentration (STLC). Trigger concentrations shall be considered analyte-specific total



concentrations that necessitate follow-up leachability analyses of the sample for characterization as hazardous or non-hazardous waste.

5.2 Analytical results shall be compared against the Environmental Screening Levels (ESLs) for Residential Shallow Soil Exposure as published by the San Francisco Bay Regional Water Quality Board.

## 6. DTSC VOLUNTARY SITE MITIGATION PROGRAM

As the proposed environmental site assessment will be conducted on a voluntary basis, the Consultant shall advise and assist the District with Department of Toxic Substances (DTSC) requirements including but not limited to the Voluntary Cleanup Program procedures, the Preliminary Endangerment Assessment (PEA) Review Process, the Environmental Oversight Agreement (EOA) and public notices of the PEA field work.

### Deliverables

ACC will prepare a written report signed by a Professional Geologist that discusses soil sampling procedures, analytical results, and recommendations and includes a sample location map and analytical results tables. ACC's understanding is soil may be off-hauled to a landfill pending characterization.

Work will commence upon receipt of an executed agreement. If you have questions regarding this proposal please contact Ian Sutherland, (510) 773-0752.

### 2.2.4 Relevant Experience (past 3 years):

#### Relevant Experience

ACC has a long history providing as-needed environmental consulting services for the following related clients:

- Alameda Unified School District
- Castro Valley Unified School District
- Contra Costa Community College District
- Forestville Union School District
- Kentfield School District
- Livermore Valley Joint Unified School District
- Los Angeles Unified School District
- McFarland Unified School District
- National Center for International Schools
- Oakland Unified School District
- Palo Alto Unified School District
- Pleasanton Unified School District
- Richgrove School District
- San Benito High School District
- San Francisco Unified School District
- San Lorenzo Unified School District
- Sonoma Valley Unified School District
- Ukiah Unified School District
- West Sonoma Unified High School District



<b>Project Name &amp; Client</b>	Fremont High School Oakland Unified School District
<b>Scope of Projects</b>	Project included soil waste characterization including, soil sampling for lead, and fill material characterization
<b>Contact Person</b>	Mary Ledezma (510) 499-4447 mary.ledezma@ousd.org
<b>Firm Person in Charge</b>	Kim Bunting and Ian Sutherland
<b>Project Cost</b>	\$ 30,460.00
<b>Litigation</b>	None

<b>Project Name &amp; Client</b>	Hoover Elementary School Oakland Unified School District
<b>Scope of Projects</b>	ACC conducted In situ Soil Sampling including assessing shallow soils for lead and arsenic, and soil waste characterization prior to the proposed asphalt replacement.
<b>Contact Person</b>	Shivani More, <a href="mailto:shivani.more@ousd.org">shivani.more@ousd.org</a> (213) 275-7494
<b>Firm Person in Charge</b>	Kim Bunting and Ian Sutherland
<b>Project Cost</b>	\$9,423.00
<b>Litigation</b>	None

<b>Project Name &amp; Client</b>	Oakland Academy of Knowledge Oakland Unified School District
<b>Scope of Projects</b>	ACC conducted In situ Soil Sampling including assessing shallow soils, and soil waste characterization prior to proposed playground renovations.
<b>Contact Person</b>	Tanisha Bacon, <a href="mailto:tanisha.bacon@ousd.org">tanisha.bacon@ousd.org</a> , (949) 685-0348
<b>Firm Person in Charge</b>	Kim Bunting and Ian Sutherland
<b>Project Cost</b>	\$7,962.00
<b>Litigation</b>	None

<b>Project Name &amp; Client</b>	Alameda Unified School District DTSC Compliance prior to School Modernization Wood Middle School
<b>Scope of Projects</b>	Square Footage: 16.3 acres Phase I ESA and Phase I ESA Addendum Sampling including pre-demolition soil sampling for lead, and fill material characterization
<b>Contact Person</b>	Steven Lee, 510 -337-7126 <a href="mailto:stlee@alameda.k12.ca.us">stlee@alameda.k12.ca.us</a>



<b>Firm Person in Charge</b>	Kim Bunting and Ian Sutherland
<b>Project Cost</b>	\$44,116
<b>Litigation</b>	None

<b>Project Name &amp; Client</b>	Oakland Unified School District Soil Sampling – Reach Academy
<b>Scope of Project</b>	ACC conducted in situ Soil Sampling at Reach Academy site in Oakland, California. Scope of work includes assessing shallow soils for lead and arsenic, and soil waste characterization prior to the proposed playground renovations.
<b>Contact Person</b>	Jonah Ortega (510) 449-3388 jonah.ortega@ousd.org
<b>Firm Person in Charge</b>	Kim Bunting
<b>Project Cost</b>	\$7,627
<b>Litigation</b>	None

<b>Project Name &amp; Client</b>	Oakland Unified School District Soil Sampling Multiple Sites
<b>Scope of Projects</b>	ACC conducted in situ Soil Sampling at Lockwood Steam Academy Elementary School, Esperanza at Stonehurst Elementary School, Acorn Woodland in Oakland, California. Scope of work included assessing shallow soils for lead and arsenic, and soil waste characterization prior to the proposed asphalt replacement.
<b>Contact Person</b>	April Clement, <a href="mailto:april.clement@ousd.org">april.clement@ousd.org</a> (831) 600-5872 Shivani More, <a href="mailto:shivani.more@ousd.org">shivani.more@ousd.org</a> (213) 275-7494
<b>Firm Person in Charge</b>	Kim Bunting
<b>Project Cost</b>	29,389 (combined price for all three sites)
<b>Litigation</b>	None

<b>Project Name &amp; Client</b>	Los Angeles Unified School District
<b>Scope of Projects</b>	Project is currently in progress Phase I ESA-AAI
<b>Contact Person</b>	Steven Morril
<b>Firm Person in Charge</b>	Jed Douglas
<b>Project Cost</b>	\$7,428
<b>Litigation</b>	None



<b>Project Name &amp; Client</b>	San Lorenzo Unified School District Behrooz Danish <a href="mailto:bdanish@slzusd.org">bdanish@slzusd.org</a> (510) 317 4842
<b>Scope of Projects</b>	Dayton Elementary School Renovation Del Rey Elementary School Renovation San Lorenzo Unified School District
<b>Contact Person</b>	Hazardous Materials Consulting for Modernization Projects. ACC provided surveys, design documents and abatement oversight. Projects involved roofing replacement and replacement of restrooms.
<b>Firm Person in Charge</b>	Stephen Jackson (PM), Jorge Leon (Tech), Rachael Gehrman (Tech), Ben Schulte-Bisping (QA, QC)
<b>Project Cost</b>	Approx: \$10,000 per site
<b>Litigation</b>	None



### **2.3 Litigation**

ACC has not been involved in any litigation over the past five (5) years.



## 2.4 Professional Fees

Below is ACC’s detailed schedule of hourly billing rates that will be used to price all tasks proposed in the RFQ “Scope of Services”. ACC will follow all project guidelines outlined by the District. Per District instruction, ACC will include 10% contingency to the proposed not-to-exceed fee.



### 2026 Annual Fee Schedule

(Effective January 1, 2026)

Cost of labor services shall be as follows:

<i>Labor Classification</i>		<b>Hourly</b>
Subject Matter Expert / Expert Witness	\$	1.5x hourly
Principal	\$	360.00
Board Certified Industrial Hygienist	\$	295.00
Professional Engineer	\$	297.00
Principal Geologist	\$	241.00
Associate Geologist	\$	221.00
Project Geologist	\$	201.00
Staff Geologist	\$	164.00
Senior Project Manager/Designer	\$	221.00
Senior Project Manager/Technical Oversight	\$	221.00
Project Manager	\$	201.00
Project Coordinator	\$	130.00
Project Scientist, Project Hygienist, or Technician	\$	145.00
<i>(Overtime and/or Nights as defined below)</i>	\$	182.00
<i>(Double-time and/or Weekends as defined below)</i>	\$	218.00
Trainer	\$	255.00
CAD Draftsperson	\$	156.00

These rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Overtime (hours in excess of 8 and up to 12 in one working shift) and/or night hours (weekdays, Monday through Thursday 8:00 PM to 6:00 AM) shall be charged at 125% of the base rates above or as indicated under Technician I/II classifications.

Double-time (hours in excess of 12 in one working shift) and/or Weekend hours (between 8:00 PM Friday and 6:00 AM Monday) shall be charged at 150% of the base rates quoted above or as indicated under Technician I/II classifications. In the event that the client requests ACC to respond to an emergency situation (i.e. asbestos spill, etc.) and ACC staff are pre-assigned to an existing project, the emergency response may be billed at 125% to compensate for overtime rates or 150% to compensate for double-time rates. Minimum charge for Technicians shall be four (4) hours per day. All rates stated herein will remain in effect through January 31, 2025. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended.



## 2.5 Additional Data

ACC is committed to ongoing professional education of our staff. Currently we have 50 permanent employees. Our staff undergoes continuous training through annual certificate refresher courses and monthly technical trainings designed to enhance their knowledge of local, state and federal regulations.

### Local Business Utilization Strategy

ACC is headquartered in the City of Oakland and are a certified City of Oakland Local Business (LBE), our recertification application has been submitted and is pending. ACC is also a certified Small Local Business (SLEB) with the County of Alameda and a Local Impact Area Business Enterprise (LIABE) and Small Business Enterprise (SBE) with the Port of Oakland. We look forward to working with Oakland Unified School District (OUSD/ District).

*All K-12 projects referenced in section 2.2 Firm Information included implemented methods used for successful local business utilization.*

### REFERENCES:

School District (Years)	Contact Person	Title	Phone
Oakland Unified School District (1993 – Present)	Jorge De Anda	Project Engineer	(510)701-7758 <a href="mailto:jorge.deanda@ousd.org">jorge.deanda@ousd.org</a>
Oakland Unified School District (1993 – Present)	Mary Ledezma	Project Manager	(510) 535-7055 <a href="mailto:mary.ledezma@ousd.org">mary.ledezma@ousd.org</a>
Alameda Unified School District (2004 – Present)	Pedro Mora	Director of Maintenance, Operations and Facilities	510-337-7000 x77933 <a href="mailto:pmora@alameda.k12.ca.us">pmora@alameda.k12.ca.us</a>
Alameda County Office of Education	Alicia Masri		(510) 670-4110 <a href="mailto:almasri@acoe.org">almasri@acoe.org</a>
Los Angeles Unified School District (2000 – Present)	Noel Escobar	Asbestos Abatement Supervisor	(213) 745-1450 <a href="mailto:noel.escobar@lausd.net">noel.escobar@lausd.net</a>

### Attached (following section 3):

- Insurance Example
- Staff Certification Chart & Key Staff Resumes
- Exhibit C



### **3. Insurance**

Example COI is attached following this page.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2026

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

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

<b>PRODUCER</b> Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742  License#: 0F82764 ACCENVI-01	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 800-746-0048 <b>FAX (A/C, No):</b> 916-400-2625 <b>E-MAIL ADDRESS:</b> aeservice@inszoneins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B : Beazley Excess and Surplus Insurance, Inc.</td> <td>17520</td> </tr> <tr> <td>INSURER C : Beazley Excess and Surplus Insurance, Inc.</td> <td>17520</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B : Beazley Excess and Surplus Insurance, Inc.	17520	INSURER C : Beazley Excess and Surplus Insurance, Inc.	17520	INSURER D :		INSURER E :		INSURER F :
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INSURER C : Beazley Excess and Surplus Insurance, Inc.	17520													
INSURER D :														
INSURER E :														
INSURER F :														

**COVERAGES**

CERTIFICATE NUMBER: 791129937

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	D397B1260201	4/28/2026	4/28/2027	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CKB0200236	4/28/2026	4/28/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	D3C291260101	4/28/2026	4/28/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability	Y	Y	D397B1260201	4/28/2026	4/28/2027	Each Poll./Aggregate \$5,000,000
B	Professional Liability "Claims Made" RETRO: 03/20/1989	N	N	D397B1260201	4/28/2026	4/28/2027	Each Claim/Aggregate Subject to GL Agg \$5,000,000

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

COUNTY OF ALAMEDA, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES are included as an Additional insured on the General Liability as per written contract. Coverage is Primary and Non-Contributory and a Waiver of Subrogation applies per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

For Bidding Purposes

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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2025

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.

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<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> AIU Insurance Company	19399	
<b>INSURED</b>  ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: ACC Environmental Consultants, Inc.  7977 Capwell Dr Suite 100 Oakland, CA 94621		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WC 0635131639 CA	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for ACC Environmental Consultants, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY ACC Environmental Consultants, Inc. AS REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

### CANCELLATION

For Bidding purposes

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

*Jo Phillips*

ACORD 25 (2016/03)

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## CERTIFIED STAFF & KEY STAFF RESUMES

The below table represents ACC's local certified staff that may be utilized on District Projects

Full time, local, in-house, non subcontracted Staff/Title	Number of Years with Firm	ACC Environmental Technical Staff Certifications & Licenses – Oakland Office										30-hour Construction Safety
		Cal-OSHA Certified Asbestos Consultant	Cal-OSHA Certified Site Surveillance Technician	CA DPH Lead Cert	AHERA Contractor/Supervisor	AHERA Inspector	AHERA Management Planner	AHERA Project Designer	NIOSH 7400 Air Sample Analysis Training	Other Certs	40-Hour HAZWOPER	
Mark Sanchez President	33	#92-0082		IA 2101 PM 2102 S 2100	X	X	X	X	X	CHMM, REA	X	X
Steve Jackson Vice-President	7	#95-1782		IA 7294 PM 7293	X	X	X	X	X		X	X
Ben Schulte- Bisping Senior Project Manager	12	#14-5336		IA 0959 PM 5398	X	X	X	X	X	ICRI	X	X
Rachael Gehrman Project Manager	9	#22-7069		IA 7004 PM 6277	X	X	X	X	X	CPR/ First-Aid	X	X
Mercede Ramjerdi	7	#23-7521		IA 5009 PM 8332	X	X	X	X	X	CPR/ First-Aid	X	X
Jed Douglas, CIH, CSP, PG	2								X	CIH No. 10325 CP CSP- 31306 PG 7516	X	X
Massoud Navvab Technician	30	#98-2531		IA 7476 PM 7477	X	X	X	X	X	CPR/ First-Aid	X	X
Ian Sutherland Professional Geologist	12								X	PG #9196	X	
Davis Leach Technician	5		#10-6822	ST 7302	X	X			X	CPR/ First-Aid	X	X
Melanie Batchelor Technician	5		#10-6821	ST 7351	X	X			X	CPR/ First-Aid	X	X
Michael Keenan Technician	5		#19-6709	IA 3421	X	X			X	CPR/ First-Aid	X	X
William Morales Technician	1		#22-7159	ST 9411	X	X			X		X	X
Daniel Mayorga Technician	2		#24-7641	ST- 12230	X	X			X		X	X
Zach Dighans Technician	2		#24-7634	ST 11720	X	X			X		X	X
Matthew Page Technician	1		#22-7040	IA 10845	X	X			X		X	X
Camila Schneider- Rodriguez Tech. in-training	1			ST 13612	X	X			X		X	X



## Ian Sutherland

Professional Geologist/ Northern California Subsurface Program Manager  
[isutherland@accenv.com](mailto:isutherland@accenv.com) | (510) 773-0752

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Ian Sutherland provides project management and Professional Geologist oversight for projects in the Subsurface Department. Mr. Sutherland has extensive environmental experience including: managing numerous long-term projects, site characterization (soil, groundwater, soil vapor, and indoor air), site mitigation/remediation, regulatory assistance and compliance, QA/QC, health risk assessment, staff management, subcontractor management and working with attorneys and professional engineers on complex projects.

### Education

California State University East Bay, Hayward, CA  
Geology

### Representative Projects

#### Phase I ESA Investigations in California

**Commercial properties:** Commercial strip malls, restaurants, automotive repair shops, gas stations, drycleaners, warehouses, retail shops, and multi-tenant office buildings.

**Industrial properties:** Manufacturing facilities (i.e., construction equipment, computer hardware, furniture, textiles)

**Additional properties:** Vacant land and agricultural land

**Phase II ESA Investigations:** Conducted subsurface investigations for commercial and industrial properties. Including: auto-repair shops, dry cleaning facilities, gas stations, agricultural properties and other commercial properties. Collected soil samples, soil gas samples, and groundwater samples. When warranted, oversaw the design installation of groundwater monitoring wells and remediation.

#### In Situ Soil Waste Characterization and Cost-Effective Soil Management Plans for various Developers & Contractors

**Site Characterization:** Conducted numerous site characterizations including full delineation of soil and groundwater impacts. Prepared Site Characterization Reports, Groundwater Monitoring Reports, Corrective Action Plans, Remedial Action Plans, And Site Closure Reports for Leaking Underground Storage Tank (LUST) sites and Spills, Leaks, Investigation and Cleanup (SLIC) sites.

### Certifications and Registrations

California Professional Geologist No.9196  
Hazardous Waste Operations and Emergency Response (Title 29 CFR 1910.120)

### Areas of Professional Expertise

Soil and groundwater Characterization	Work Plan Preparation
Subsurface Remediation	Technical Writing
Groundwater monitoring well design	Petroleum Hydrocarbons
Hazardous Waste Characterization	Chlorinated Solvents
Indoor air sampling	Metals, PCBs, OCPs
Soil vapor/gas sampling	Cost Estimates/Budgeting
Vapor Intrusion Assessment	Health Risk Assessment



## **Kimberly Bunting**

Project Manager | (206) 495-4876

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Kimberly Bunting joined ACC in 2015 and is a project manager in the Environmental Subsurface Division. Ms. Bunting has extensive environmental project management experience including: managing numerous long and short-term projects, client management, subcontractor management, and government agency correspondence. Ms. Bunting is a proficient technical writer and editor with attention to detail and the ability to interpret and present scientific data. She has extensive experience collecting soil, groundwater, soil vapor, and indoor air samples following ASTM, EPA, and regulatory guidance.

### **Education**

University of California, Berkeley, California  
Bachelor of Science in Conservation and Resource Studies  
Bachelor of Arts in Geography

### **Representative Subsurface Projects**

**Site Characterization and Vapor Intrusion Mitigation System Development, Oversight & Commissioning** for New Construction Multi-Family, Affordable Housing in Oakland and Pasadena  
**Vapor Intrusion Monitoring** for Multi-Family, Affordable Housing in San Francisco  
**Soil and Groundwater Management** including characterization for disposal, soil contaminant delineation and remediation, and health and safety  
**Phase II ESAs** for commercial property transactions with public and private entities  
**Phase I ESAs** throughout California, Hawaii, Washington, Oregon, Arizona, & Nevada

### **Certifications and Registrations**

OSHA Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) 40-Hour

### **Areas of Professional Expertise**

Environmental Site Assessments  
Site Characterization/Subsurface Investigations  
Vapor Intrusion Assessments  
Soil Profiling for Disposal and/or Re-use Purposes  
Technical Report Review  
Regulatory Agency Interaction  
Work Plan Preparation and Implementation  
Indoor Air Sampling Related to Subsurface Contamination  
Adobe Illustrator  
Site Mitigation Plans  
Health and Safety Plans  
Nuisance Dust Monitoring



## Davis Leach

Project Geologist

[dleach@accenv.com](mailto:dleach@accenv.com) | Cell (503) 307-4239

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Davis Leach joined ACC in 2020 and provides technical assistance for projects in the Environmental Subsurface Division and our Asbestos/Lead/IAQ Services Division.

Mr. Leach has extensive environmental project experience including performing Phase I& II Environmental Site Assessment (ESA) investigations, Groundwater monitoring, Soil Vapor, Asbestos Building Surveys, Project Oversight, Air Sampling, Bulking Sampling, & Indoor Air Quality Investigations throughout the Bay Area. Mr. Leach is a proficient technical writer and editor with attention to detail and the ability to interpret and present scientific data.

### Education

California State University, East Bay  
Masters of Science, Environmental Geosciences

California Polytechnic State University, San Luis Obispo  
B.S Environmental Management and Protection  
Minor – City and Regional Planning

### Representative Projects

**Phase I ESA Investigations in California**  
**School Districts including Oakland Unified School District Projects**  
**Former and Existing Agricultural Land**  
**Miscellaneous Commercial:** Hospitality, Medical Facilities, Warehouses, Commercial Retail, Restaurants, and Commercial Office Buildings

### Certifications and Registrations

OSHA Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) 40-Hour  
EPA/AHERA Certified Asbestos Building Inspector  
EPA/AHERA Certified Asbestos Contractor Supervisor  
EPA Lead Renovation, Repair, & Painting  
CADPH Lead Related Construction Certified Sampling Technician ID# 7302  
California Certified Site Surveillance Technician (CSST) #10-6822  
Participates in AIHA PAT Program  
OSHA 30 Construction  
First Aid/CPR

### Areas of Professional Expertise

Soil Characterization	Soil vapor sampling
Groundwater sampling	Site inspection
Environmental Site Assessments	Regulatory Agency Interaction
Technical report writing	Air monitoring
Data table development	Regulatory compliance
Risk assessment	Phase Contrast Microscopy
Survey & Hazardous Assessment	Industrial Hygiene
Dust monitoring	Health and Safety Plans



## Monica Esqueda

Staff Geologist

[mesqueda@accenv.com](mailto:mesqueda@accenv.com) | Cell (510) 600-1205

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Monica Esqueda recently joined ACC in 2025 and provides technical assistance for projects in the Environmental Subsurface Division.

Monica is scheduled to complete her Master of Science in Environmental Geosciences in July 2025. Her Thesis focuses on, “coupled high-frequency sensor network explains nutrient transport and subsurface hydrologic interactions at the coastal-terrestrial interface”.

Monica is a proficient technical writer and editor with attention to detail and the ability to interpret and present scientific data.

### Education

California State University, East Bay  
Masters of Science, Environmental Geosciences (July)  
  
B.S Geology, May 2023

### Representative Projects

**Environmental Site Assessments** for Public Agencies including School Districts..  
**USFS Earthquake Center** – performed seismic surveys and field investigations  
**Coordinator & Educator:** was responsible for designing environmental education curriculum, conducting public outreach at community events, overseeing an intern and volunteer program related to Environmental Science.

### Certifications and Registrations

OSHA Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) 40-Hour  
EPA/AHERA Certified Asbestos Building Inspector  
EPA/AHERA Certified Asbestos Contractor Supervisor

### Areas of Professional Expertise

Soil Characterization	Soil vapor sampling
Groundwater sampling	Site inspection
Environmental Site Assessments	Regulatory compliance
Technical report writing	Water quality analysis
Data interpretation	Hydrologic sensor deployment
Regulatory Agency Interaction	Groundwater measurement
Bilingual – Spanish	Seismic surveying



## Mark Sanchez

CEO/ President

Industrial Hygienist. Certified Asbestos Consultant

[msanchez@accenv.com](mailto:msanchez@accenv.com) | 510.638.8400 x 104

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**CEO/ President: Mr. Mark Sanchez, CAC, CHMM, CA/DPH, REA.** Mr. Sanchez, has been with the company for over 30. Mr. Sanchez has over 33 years of experience with health and safety programs, hazardous materials investigations and environmental site assessments. He participates in and manages asbestos, lead-based paint, mold and indoor air quality projects and provides employee training on issues pertaining to health and safety and emergency response procedures. Mr. Sanchez has been a faculty member for the Programs in Environmental Hazard Management at the University of California in Berkeley.

### Examples of Representative Projects

**Clark Construction:** Managed hazardous materials identification, design and removal for the Highland Hospital renovation and demolition project.

**City of Oakland:** Primary Project manager for all On-Call Hazardous Material Consulting Services

**CSU East Bay:** Managed the design and removal of hazardous materials from Warren Hall. Provided oversight during the implosion of the building, cleanup activities and site clearance.

**County of Alameda:** Managed over 50 projects for the County including asbestos, lead-based paint and mold surveys, project oversight and air clearance sampling.

**Livermore Valley Joint Unified School District:** For the last 12 years Mr. Sanchez has been the Project Manager for LVJUSD as-needed environmental consulting projects. Projects include asbestos and lead surveys, project oversight and air sampling, biological investigations, soil and groundwater characterization.

### Education

B.A., Environmental Studies (in progress)

### Registrations and Certifications

Certified Hazardous Materials Manager (CHMM)

California Registered Environmental Assessors (REA)

Cal/OSHA Certified Asbestos Consultant #92-0082

CA/DPH Certified Lead Related Construction I/A 2101, M 2102, S2100

Sampling and Evaluation Airborne Asbestos Dust (NIOSH 582) OSHA 40-Hour HAZWOPER Training

Hazardous Materials Management Certificate

Environmental and Occupational Site Auditing

Participates in AIHA PAT Program

### Areas of Professional Expertise

Training/educational instruction  
Abatement project management  
Industrial hygiene consulting  
Asbestos awareness training  
Emergency response programs

Site Audits  
Regulatory Compliance  
Contract negotiations  
IAQ investigation  
Occupational health and Safety



## Annakate Martin

ESA Project Manager/Biologist  
[amartin@accenv.com](mailto:amartin@accenv.com) | Cell (360) 984-8767

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Annakate Martin joined ACC in 2023 and is a project manager in the Environmental Subsurface and Natural Resource Management Division. Ms. Martin has 20 years of environmental project management experience including conducting wetland delineations following the 1987 Army Core of Engineers manual, performing Phase I Environmental Site Assessments (Phase I ESA), carrying out critical area assessments, handling JARPA permits, and overseeing mitigation projects.

### Education

Washington State University, Vancouver WA Branch  
Degree: Natural Resources

### Representative Projects

#### Phase I ESA Investigations in Washington State

**Types of commercial properties:** Commercial strip malls, restaurants, automotive repair shops, gas stations, drycleaners, warehouses, retail shops, and multi-tenant office buildings.

**Types of industrial properties:** Automotive related machine shops, assembly plants, plating plants, and electroplating plants.

**Types of additional properties** School Districts, government owned property, Single family residential, multi-family residential, vacant land, and agricultural land (i.e., farm land).

### Certifications and Registrations

OSHA Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) 40-Hour  
First Aid/CPR

### Areas of Professional Expertise

Technical Report Writing	Technical Report Review
Data Table Development	Stockpile Sampling for Disposal
Confirmation Soil Sampling	Subsurface Investigations
Photoionization Detector (PID) and Ozone & Gas Meters	
Indoor Air Sampling Related to Subsurface Contamination	

## EXHIBIT "C"

### LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Firm or Team: ACC Environmental Consultants, Inc.

Our Firm or Team affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our Statement of Qualifications is a detailed narrative and strategy describing how the Firm or Team intends to meet or exceed the District's LBU requirements.

The narrative shall describe previously implemented methods used for successful local business utilization and shall be inclusive of at least three (3) project relevant California K-12 examples.

The narrative includes our LBU strategy, but not limited, to the following:

- **Category 1:** An outline of small and local firms (by professional service discipline) with planned partnership/JV Partnership
- **Category 2:** Other identified opportunities for local and small local utilization; Expressed Plan/Strategies to Increase LBP
- **Category 3:** Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- **Category 4:** Relevant California K-12 project examples
- **Category 5:** Previously implemented methods used for successful Local Business Utilization

We understand that the submitted narrative and strategy will be scored and awarded up to 5 additional points by the District's LBU Consultant for incorporation into the SOQ evaluations.

Minimum Local Business Participation per District Policy can be found in the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

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

Date: 04 / 30 / 2025 (2026)



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Environmental Site Assessment Consulting Services at Various School Sites	<b>Site</b>	<b>918</b>
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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	Agency's Contact	Steve Jackson		
OUSD Vendor ID #	000230	Title	Project Manager		
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA Zip 94621
Telephone	510-638-8400	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 #	25120				

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-25-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		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)	<b>\$0.0</b>
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
TBD	01 ESSER; 14 Deferred Maintenance 21 Building Fund 25 Capital Facilities 35 County Schools Facilities 40 Special Reserve for Capital Outlay Projects	TBD	6265	\$0.

### 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>	Phone	510-535-7038	Fax	510-535-7082
1.	<b>Executive Director, Facilities Planning &amp; Management Facilities</b>				
	Signature	Date Approved	<b>05/25/2026</b>		
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	5/25/26		
	Chief Systems & Services Officer				

3.	Signature 	Date Approved	05/25/2026
Chief Financial Officer <a href="#">Juanita Hunter (May 25, 2026 17:46:35 PDT)</a>			
4.	Signature	Date Approved	
President, Board of Education			
5.	Signature	Date Approved	

**Signature:**

**Email:** [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org)