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Introduction Date	4-25-2012
Enactment Number	12-1226
Enactment Date	4-25-12 JS



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date April 25, 2012

Subject Independent Consultant Agreement for Professional Services ACC
Environmental - Montera Seismic Retrofit AB-300 Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with ACC Environmental for Testing services on behalf of the District at Montera Seismic Retrofit AB-300 project, in an amount not-to exceed \$11,110.00. The term of this Agreement shall commence on May 21, 2012 and shall conclude no later than December 21, 2012.

Background Structural deficiencies were identified and documented in an Evaluation and Design Criteria Report prepared by ZFA Structural Engineers dated 11-21-2011. The purpose of the seismic retrofit is to meet the Division of State Architect Procedure 08-02 and through this process seek state seismic funding under Proposition 1D.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for



all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with ACC Environmental for Testing services on behalf of the District at Montera Seismic Retrofit AB-300 project, in an amount not-to exceed \$11,110.00. The term of this Agreement shall commence on May 21, 2012 and shall conclude no later than December 21, 2012.

Fiscal Impact

County School Development Fee

Attachments

- Independent Consultant Agreement including scope of work

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CONSTRUCTION RELATED)**

MONTERA SEISMIC RETROFIT AB300

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **21st day of March, 2012** by and between the Oakland Unified School District, Oakland, California ("District") and **ACC Environmental** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project includes specifications for the demolition of asbestos and lead-containing materials in the areas impacted by seismic retrofit work. Services include on-site management, submittal reviews, air monitoring, final clearance sampling, visual inspections and project documentation.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time:

Project will commence on May 21, 2012 and conclude no later than December 21, 2012.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> </u>	W-9 Form
<u> </u>	_____

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eleven thousand, one hundred ten dollars and no cents (\$11,110.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the

portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or

patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall

defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not

limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

Larry Everton
ACC Environmental
7977 Capwell Drive, Suite 100
Oakland, CA 94621

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly

prepared by the Parties.

35. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.


36. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

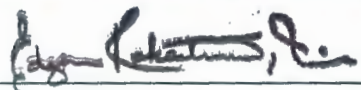
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



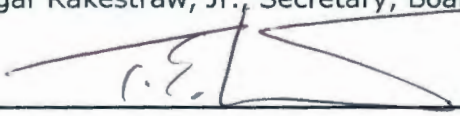
Jody London, President, Board of Education

Date: 4/25/12



Edgar Rakestraw, Jr., Secretary, Board of Education

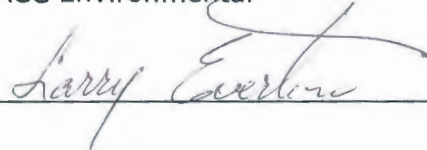
Date: 4/26/12



Timothy White, Associate Superintendent Facilities Planning and Management

Date: 4/15/12

ACC Environmental



Larry Evertson

3-28-12

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 4.11.12

File ID Number: 12-0975
Introduction Date: 4-25-12
Enactment Number: 12-1226
Enactment Date: 4-25-12
By: JE

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. (SEE ATTACHED CONSULTANT PROPOSAL)



An Employee Owned Company

March 13, 2012

Ms. Mary Ledezma
Oakland Unified School District
Facilities Planning & Management
955 High Street
Oakland, CA 94601

Transmitted Electronically: mary.ledezma@ousd.k12.ca.us

Re: Asbestos Abatement Project Planning, Specifications, Project Management and Air Monitoring Services – Montera Middle School – Seismic Retrofit Project
5555 Ascot Drive, Oakland, California
ACC Proposal #63840

Dear Ms. Ledezma:

Per your request, ACC Environmental Consultants, Inc. ("ACC") is pleased to present this proposal to provide project planning, specifications, project management and air monitoring services for the removal of asbestos and lead containing materials located at the above referenced site.

SCOPE OF SERVICES

TASK I: Asbestos Survey

Refer to Asbestos Survey Report dated May 20, 1994.

TASK II: Project Planning and Specifications

ACC shall provide project planning and estimating services during the preliminary design phase of the project. These services include meetings with the Client and Architect for development of the project approach, scope of work and project schedule.

ACC shall prepare project specifications for the demolition and removal of asbestos and lead containing materials from the areas described in the plans and specifications for the site. The specifications shall include general conditions, bid documents and supplementary general conditions specific to asbestos abatement for your review. Asbestos specifications shall be written in the CSI format and can become part of standard specifications.

TASK III: Project Management and Air Monitoring Services

ACC shall provide asbestos and lead removal project management and air monitoring services during the removal/demolition work. These services include: contractor selection, construction meetings prior to and during the removal/demolition, review of contractor submittals, daily air monitoring, on-site management of contractor activities, final clearance sampling, visual inspections and project documentation. ACC shall staff

the project with one full time project manager and site technician to supervise the contractor activities on a daily basis.

An ACC technician will be on-site full time during the setup of the containment and during the removal activity. The technician will observe contractor activities and perform daily air monitoring outside the work area, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos and lead related work, monitor schedule compliance, observe worker safety procedures, review personal air monitoring results, verify pressure differential systems and prepare reports.

At the completion of the project, ACC shall provide a project documentation package which will include a written summary of the project, personal, environmental, and clearance air monitoring results; contractor submittals, photographs, project notes and daily log sheets, minutes of meetings, and copies of hazardous waste manifests.

COST OF SERVICES

ACC shall be paid \$11,110.00 for performance of services defined on the attached *Environmental Cost Estimate #63840*.

ACC shall be paid the cost for sample analysis at a rate of \$20.00 per Phase Contrast Microscopy (PCM) sample and \$125.00 per Transmission Electron Microscopy (TEM) sample. ACC estimates up to 22 PCM samples and up to 10 TEM samples for an estimated total sampling cost of \$1,690.00. Samples collected in excess of the estimated number of samples indicated will be held for further client authorization.

SCHEDULE OF SERVICES

ACC has designed the work using a team comprised of Cal/OSHA and California Department of Public Health certified personnel to perform the work. ACC estimates sample analysis will take approximately three to five working days. One electronic copy of the final report (Adobe Acrobat format) will be delivered to Oakland Unified School District or its designated representative.

Additional conditions and/or exceptions to the proposed scope of services:

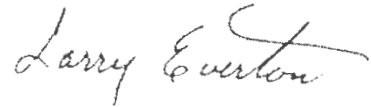
- 1) All pricing is based on normal working hours, Monday through Friday 7 AM to 5 PM. ACC is available for evening and weekend mobilizations per client needs at additional costs. Emergency response, evening and weekend mobilizations will include an hourly surcharge as defined in the Terms and Conditions, on the attached fee schedule or identified above under "Cost of Services."
- 2) Costs include all labor, insurance, overhead, transportation, equipment and materials required to perform the work with the exception of a man-lift capable of reaching materials and/or surfaces greater than 12 feet in height. Equipment required to reach these surfaces will be provided by the client or designated client representatives.
- 3) Roofs higher than 15 feet with no preexisting roof access will be charged an additional fee based on necessary equipment to gain access. Additional trips to the subject property because areas are not accessible will be billed at \$85.00 per hour.

- 4) ACC is to be provided unencumbered access to all project areas. Additional trips to the subject property because areas are not accessible will be billed at \$85.00 per hour. Encumbered access or subsequent trips may delay the delivery of the final report.
- 5) ACC excludes sampling concrete and asphalt paving as suspect asbestos-containing materials. Aggregate found in these materials, if supplied from quarries located in known ultra-mafic areas may contain asbestos. It is possible that prior to recycling and/or disposal, recycling agents or landfills may require sampling of these materials to determine the presence of asbestos prior to acceptance.
- 6) ACC excludes characterization of soils in areas on known ultramafic rock (where naturally occurring asbestos may be found in soils). ACC can conduct a geologic evaluation and subsequent sampling to determine the presence of naturally occurring asbestos at additional costs if requested. The project area is located within a known ultramafic rock area and provisions should be made to address regulatory requirements for any planned excavation and grading as part of the project. ACC can provide further detail on regulatory requirements related to naturally occurring asbestos in soils.
- 7) ACC shall not be responsible for identifying and/or sampling suspect materials concealed within walls, columns, beneath flooring, above solid ceilings, underground or in any other concealed areas, unless written direction is provided to ACC to perform intrusive and/or destructive sampling on specific building systems, the subject area(s) were unoccupied at the time of the survey, and performing destructive/intrusive sampling does not create unsafe conditions. ACC shall not be responsible for identification, sampling and/or characterization of lead-containing materials, PCB and lighting/mercury wastes, and water or mold impacted materials. General observations related to these items may be noted if ACC observed suspect conditions to the client either separately or within this report.
- 8) Sampling of single-ply membrane roof systems are excluded unless specifically directed to disturb the membrane by the client. Suspect Roofing materials underlying membrane systems may not be identified and should be sampled prior to disturbance.
- 9) ACC will provide temporary patching of roof sampling wounds but does not guarantee repairs and will not be responsible for and subsequent damage. ACC recommends using a qualified roofing contractor to facilitate any needed repairs to the roofing systems.
- 10) The analyzing laboratory quantifies asbestos concentrations by calibrated visual estimation using standard PLM methodology, with detection of asbestos is material/matrix dependent. Detection of trace asbestos (<1%) may not be reliable or reproducible by PLM and percentage of asbestos weight cannot be determined with standard PLM methodology. Confirmation of asbestos concentrations within complex matrices (i.e. plaster, gypsum wallboard/taping/joint compounds, stucco, resilient flooring, roofing) or when asbestos concentrations are 1% or less may warrant additional analysis by PLM point counting, gravimetric reduction or Transmission Electron Microscopy for proper characterization of asbestos-containing materials and/or waste-stream analysis.

Proposal #63840
Ms. Mary Ledezma
Oakland Unified School District
March 13, 2012
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Thank you for the opportunity to provide consulting services to Oakland Unified School District. Please contact me should you wish to discuss this proposal, 510-773-7302.

Sincerely,
ACC Environmental Consultants

A handwritten signature in cursive script that reads "Larry Everton". The signature is written in black ink and is positioned above the printed name and title.

Larry Everton
Senior Project Manager
Cal/OSHA Certified Asbestos Consultant #92-1215

Proposal #63840
 Ms. Mary Ledezma
 Oakland Unified School District
 March 13, 2012
 Page 5

Environmental Project Cost Estimate

ACC Environmental Consultants, Inc.

Project Information

ACC Project No.: 63840
 Project Name: **Montera Middle School Seismic Retrofit Project**
 Project Location: Montera Middle School
 5555 Ascot Drive
 Oakland, CA

Client Information

Mary Ledezma
 Oakland Unified School District
 Facilities Planning & Management
 955 High Street
 Oakland, CA 94601

Date Prepared: Friday, March 9, 2012

Scope of Work Summary

Seismic Retrofit - OUSD Project #12102
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 Task 1 - Asbestos Survey; Completed
 Task 2 - Limited Sampling & Specifications; Perform limited asbestos bulk sampling at roof. Prepare project specifications for demolition and removal of asbestos & lead containing materials.
 Task 3 - Provide project oversight and air monitoring services during abatement activities. Upon completion, provide final project documentation package.

Task Number and Description	Unit Price	Units	Quantity	Amount
Task 1 - Survey				
Asbestos Survey & Report				\$0.00
Task Sub-total:				\$0.00
Task 2 - Specifications				
Senior Project Manager/Designer	\$125.00	Hours	4	\$500.00
Technical Writer/Editor	\$65.00	Hours	4	\$260.00
PLM (Asbestos Bulk)	\$20.00	Each	5	\$100.00
Task Sub-total:				\$860.00
Task 3 - Project Management & Air Monitoring				
Senior Project Manager/Designer	\$125.00	Hours	12	\$1,500.00
Technician Level II Normal Hrs.	\$85.00	Hours	80	\$6,800.00
Technical Writer/Editor	\$65.00	Hours	4	\$260.00
Phase Contrast Microscopy (PCM) 8-24 Hours	\$20.00	Samples	22	\$440.00
Transmission Electron Microscopy (TEM) 24 Hour TAT	\$125.00	Samples	10	\$1,250.00
Task Sub-total:				\$10,250.00
Total Environmental Consulting Services Cost:				\$11,110.00

Approved:

Name: _____
 Signature: _____
 Title: _____
 Date: _____
 PO Number: _____

All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2011 Standard Terms & Conditions apply to all services.

No. Cal. Office: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • Phone (510) 638-8400 • Fax: (510) 638-8404
So. Cal. Office: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, CA 90017 • (213) 353-1240 • Fax: (213) 353-1244

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

3/28/2012

PRODUCER
 ISU INS. SERV. - BC ENV. BROKERAGE
 1037 SUNCAST LANE, SUITE 103
 EL DORADO HILLS, CA 95762
 (916) 939-1080

INSURED
 ACC ENVIRONMENTAL CONSULTANTS, INC.
 7977 CAPWELL DRIVE, SUITE 100
 OAKLAND, CA 94621

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **ENDURANCE AMERICAN SPEC. INS. 41718**
 INSURER B: **PROGRESSIVE INSURANCE CO. #10192**
 INSURER C: **OAK RIVER INS. CO. #34630**
 INSURER D: **OBE INS. CO. #39217**
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIAB. (CLAIMS MADE) GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ECC101003650-03 CPL RETRO: 3/20/89	10/28/11	10/28/12	EACH OCCURRENCE \$ 5,000,000
	FIRE DAMAGE (Any one fire) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 5,000,000				
	GENERAL AGGREGATE \$ 5,000,000				
	PRODUCTS - COMP/OP AGG \$ 5,000,000				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02447227-8	01/13/12	01/13/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC. \$ AUTO ONLY AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2200059003-111	05/01/11	05/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	E L EACH ACCIDENT \$ 1,000,000				
	E L DISEASE - EA EMPLOYEE \$ 1,000,000				
D	OTHER PROF. LIAB. INC. IN GL ABOVE	ECC101003650-03 RETRO: 3/20/89	10/28/11	10/28/12	\$ 5,000,000 OCCURRENCE
	PROPERTY/EQUIP.				2751132

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: MONTERA MIDDLE SCHOOL SEIMIC RETROFIT PROJECT / 5555 ASCOT DRIVE
 OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. WAIVER OF SUBROGATION APPLIES TO W/C COVERAGE.
 (BLANKET ENDORSEMENT'S ATTACHED)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
OAKLAND UNIFIED SCHOOL DISTRICT DEPT. OF FACILITIES PLANNING & MGMT ATTN: SUSIE BERKLEY 955 HIGH STREET OAKLAND, CA 94607		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Matthew C Walker</i>

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10/28/2011 attaches to and forms a part of Policy Number ECC101003650-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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

**Additional Insured – Owners, Lessees or Contractors –
Completed Operations**

This endorsement, effective 10/28/2011 attaches to and forms a part of Policy Number
ECC101003650-03. This endorsement changes the Policy. Please read it carefully.

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

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

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Schedule

Person or Organization

Job Description

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS
ISSUED

ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2011

Policy No 2200059003-111

Endorsement No. 1

Insured ACC ENVIRONMENTAL CONSULTANTS, INC.

Premium \$

Insurance Company

Countersigned by



Oak River Insurance Company



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Montera Seismic Retrofit	Site	Montera Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	ACC Environmental	Agency's Contact	Larry Everton		
OUSD Vendor ID #	V057331	Title	Project Manager		
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA Zip 94621
Telephone	510-773-7302	Policy Expires	10-28-2012		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	12102				

Term			
Date Work Will Begin	5-21-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-21-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$11,110.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Fund 35	2119003890	6170	\$11,110.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Charles Love	Phone	510-535-7081 Fax 510-535-7082
	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	4-4-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	4-11-12
3.	Associate Superintendent, Facilities Planning and Management			
	Signature		Date Approved	4/16/12
4.	President, Board of Education			
	Signature		Date Approved	