

Board Office Use: Legislative File Info.	
File ID Number	21-0443
Introduction Date	3-10-2021
Enactment Number	21-0422
Enactment Date	3/10/2021 er



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date March 10, 2021

Subject Amendment No. 1, General Services Agreement – ACC Environmental Consultants, Inc. - Glenview Elementary School New Construction Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the General Services Agreement between the District and to ACC Environmental Consultants, Inc., Oakland, California, for the Glenview Elementary School New Construction Project, only extending time of Agreement by 277 additional calendar days, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on March 29, 2021, and last until December 31, 2021, pursuant to the Amendment.

Discussion This Amendment is for two hundred seventy-seven (277) calendar days' time extension. No change to scope of work or price.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the General Services Agreement between the District and to ACC Environmental Consultants, Inc., Oakland, California, for the Glenview Elementary School New Construction Project, only extending time of Agreement by 277 additional calendar days, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on March 29, 2021, and last until December 31, 2021, pursuant to the Amendment.

Fiscal Impact Fund 21 Measure J

Attachments

- Amendment 1
- Insurance Certificate

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **ACC Environmental Consultants, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **December 9, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Glenview Elementary School New Construction Project** as follows and in the attached Exhibit A:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional Two Hundred Seventy-seven days (277) , and the amended expiration date is December 31, 2021 . The current end date is March 29, 2021 .			
3.	Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The not to exceed contract price is			
<input type="checkbox"/> Increased by: _____			
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).			
Prior to this amendment, the not to exceed contract price was _____ and after this amendment, the not to exceed contract price will be: _____.			

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

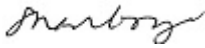
5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT



Shanthil Gonzales, President,
Board of Education

3/11/2021

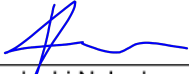
Date



Kyla Johnson-Trammell, Superintendent
Board of Education

3/11/2021

Date

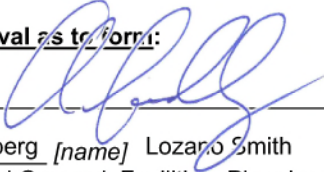


Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

2/11/2021

Date

Approval as to form:



2/11/21

Date

Arne Sandberg [name] Lozano Smith
General Counsel, Facilities, Planning and Management

CONTRACTOR



2/7/2021

Contractor Signature

Date

Stephen Jackson, Vice President

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: ACC Environmental Consultants, Inc.

1. Detailed Description of Services to be provided: No change to scope of work. Time extension only.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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

POLICY HOLDER NOTICE

CERTIFICATE HOLDER CANCELLATION NOTICE SCHEDULE

Should this policy be cancelled before the expiration date hereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the insurer, the producer, or the respective agents or representatives of each.

SCHEDULE:

CERTIFICATE HOLDERS AS IDENTIFIED ON THE MOST RECENT QUARTERLY SCHEDULE OF CERTIFICATE HOLDERS PROVIDED BY THE INSURED'S BROKER OF RECORD TO THE INSURER.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Glenview Elementary School New Construction Project	Site	119
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	ACC Environmental Consultants, Inc.	Agency's Contact	Stephen Jackson		
OUSD Vendor ID #	000230	Title	Manager		
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA
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 #	13134				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-9-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2021

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 0.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9570	Fund 21, Measure J	210-9650-0-9570-8500-6265-119-9180-9905-9999-99999	6265	\$0.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature	Date Approved	2/11/2021		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only	Date Approved	2/10/21		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	2/11/2021		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

the 1990s, the number of species in the genus *Chironomus* has increased from 10 to 17 (Nisbet & Spence 2000).

The genus *Chironomus* is a large and diverse group of insects, with over 100 species in the subgenus *Chironomus* and over 1000 species in the subgenus *Procladius* (Nisbet & Spence 2000). The subgenus *Chironomus* is the most diverse and is found in a wide range of habitats, including freshwater, marine and brackish water. The subgenus *Procladius* is the most common and is found in a wide range of habitats, including freshwater, marine and brackish water. The subgenus *Procladius* is the most common and is found in a wide range of habitats, including freshwater, marine and brackish water.

The subgenus *Chironomus* is the most diverse and is found in a wide range of habitats, including freshwater, marine and brackish water. The subgenus *Procladius* is the most common and is found in a wide range of habitats, including freshwater, marine and brackish water. The subgenus *Procladius* is the most common and is found in a wide range of habitats, including freshwater, marine and brackish water. The subgenus *Procladius* is the most common and is found in a wide range of habitats, including freshwater, marine and brackish water.

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Board Office Use: Legislative File Info.	
File ID Number	20-2182
Introduction Date	12-9-2020
Enactment Number	20-1829
Enactment Date	12/9/2020 lf



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date December 9, 2020

Subject Award of General Services Agreement for Professional Services – ACC Environmental Consultants, Inc. - Glenview Elementary School New Construction Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Award of General Services Agreement for Professional Services to ACC Environmental Consultants, Inc., Oakland, California, for the latter to provide clearing of the soil borings and two days of drilling at the provided locations, removal of investigation derived waste, sampling of the soil and compiling a report of the findings for the Glenview Elementary School Project, in the amount of \$33,548.00, as the selected consultant, with work scheduled to commence on December 10, 2020, and scheduled to last until March 29, 2021, pursuant to the contract.

Discussion Consultant was selected without competitive bidding because this consultant is providing environmental services. Government Code § 4526

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Award of General Services Agreement for Professional Services to ACC Environmental Consultants, Inc., Oakland, California, for the latter to provide clearing of the soil borings and two days of drilling at the provided locations, removal of investigation derived waste, sampling of the soil and compiling a report of the findings for the Glenview Elementary School Project, in the amount of \$33,548.00, as the selected consultant, with work scheduled to commence on December 10, 2020, and scheduled to last until March 29, 2021, pursuant to the contract.

Fiscal Impact Fund 21 Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate



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

Legislative File ID No. 20-2182

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants, Inc.

Project Name: Glenview ES New Construction

Project No.: 13134

Contract Term: Intended Start: December 10, 2020

Intended End: 3-29-2021

Total Cost Over Contract Term: \$33,548.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Consultant was chosen directly to provide environmental services based on District’s knowledge of Consultant’s demonstrated competence and professional qualifications from similar projects Consultant has worked on for District in the past. Consultant is currently working on projects for the District.

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

Consultant will provide the following services, clearing of the soil borings and two days of drilling at the provided locations, removal of investigation derived waste, sampling of the soil and compiling a report of the findings.

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

If “No,” please answer the following questions:

- 1) How did you determine the price is competitive?

Consultant has done and is currently working for the District. Based on expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- 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 \$95,200 (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Consultant is providing environmental services for the District.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **December 10, 2020** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **ACC Environmental Consultants, Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services, to the District (collectively, the “Services”): ACC Environmental Consultants, Inc. to provide clearing of the soil borings and two days of drilling at the provided locations, removal of investigation derived waste, sampling of the soil and compiling a report of the findings. The Services include all work described in the September 1, 2020, proposal attached to this Agreement as Exhibit A

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

3. **Term.** This Agreement shall begin on **December 10, 2020** and shall terminate upon completion of the Services, but no later than **March 29, 2021** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** This Agreement shall begin on August 27, 2020, Contractor shall commence performance of the Services on that date. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** Total fees paid by District to Contractor for Services under the Agreement shall not exceed **THIRTY-THREE THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS NO/100 (\$33,548.00)**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably

requests.

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

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

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

to this Agreement as proof of insurance.

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

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

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

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

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

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

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

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

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification

requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~

- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

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

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

* * * * *

Exhibit A

Project Information

ACC Project No.: 77847 3029-275.03

Project Name: **Work Plan Preparation Implementation**Project Location: Glenview Elementary School
4217 LaCresta Avenue
Oakland, CA**Client Information**Jean-Luc Keita
Oakland Unified School District
955 High Street
Oakland, CA 94601

Date Prepared: Tuesday, September 1, 2020

Scope of Work Summary

ACC is proposing to implement the August 20, 2020 Subsurface Investigation Work Plan prepared for the Site and submitted to ACDEH via the GeoTracker web site on August 21, 2020. ACC anticipates three days on-site: one day to clear soil boring locations and two days of drilling. Laboratory costs are for standard turn around time and include cleanup fees for some samples in order to achieve appropriate reporting limits for a school site. Proposed drill rig has auger capabilities in the event that refusal is encountered during the direct push advancement. Labor costs are for weekdays during regular business hours. Proposed costs include removal of investigation derived waste. The report will be reviewed and signed by a California-licensed Professional Geologist and uploaded to GeoTracker per ACDEH requirements. We appreciate the opportunity to provide this proposal and are prepared to commence work upon receipt of authorization to proceed. Please contact Ian Sutherland at 510.773.0752 if you have questions or would like to discuss this proposal.

Task Number and Description	Unit Price	Units	Quantity	Amount
1: PROJECT SETUP & MANAGEMENT				
Drilling Permit	\$305.00	Each	1	\$305.00
Health & Safety Plan	\$800.00	Each	1	\$800.00
Labor	\$1,600.00	Lump Sum	1	\$1,600.00
Subsurface Utility Locator	\$850.00	Each	1	\$850.00
			<i>Task Sub-total:</i>	\$3,555.00
2: FIELD WORK				
55 Gallon Drum	\$75.00	Each	1	\$75.00
Disposal of Investigation Derived Waste	\$1,200.00	Lump Sum	1	\$1,200.00
Drilling Contractor	\$4,600.00	Each	2	\$9,200.00
Labor	\$4,800.00	Lump Sum	1	\$4,800.00
Sampling Supplies	\$1,500.00	Each	1	\$1,500.00
			<i>Task Sub-total:</i>	\$16,775.00
3: LABORATORY				
200.8 - LUFT 5 Metals	\$65.00	Each	6	\$390.00
6010 - Lead	\$33.00	Each	12	\$396.00
8015 - TPH-d and TPH-mo	\$78.00	Each	16	\$1,248.00
8260 - VOES + TPH-g	\$253.00	Each	16	\$4,048.00
8270 - Semi-Volatile Organic Compounds	\$327.00	Each	6	\$1,962.00

Task Number and Description	Unit Price	Units	Quantity	Amount
Fixed Gases	\$58.00	Each	3	\$174.00
T0-15 - Soil Vapor	\$400.00	Each	3	\$1,200.00
Task Sub-total:				\$9,418.00

4: REPORTING

Report	\$3,800.00	Each		\$3,800.00
Task Sub-total:				\$3,800.00

Approved: _____ **Total Environmental Consulting Services Cost: \$33,548.00**

Name: _____

Signature: _____

Title: _____


Date: _____

PO Number: _____

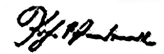
Tasks Approved _____ or ALL

DISTRICT:


OAKLAND UNIFIED SCHOOL DISTRICT



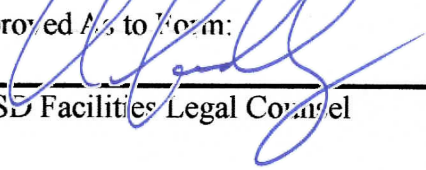
Jody London 12/10/2020
Date
President, Board of Education



Kyla Johnson-Trammell, 12/10/2020
Date
Superintendent, Board of Education
and Secretary, Board of Education




Tadashi Nakadegawa 11/13/2020
Date
Interim Deputy Chief, Facilities Planning
& Management

Approved As to Form: 

OUSD Facilities Legal Counsel 11/10/20
Date

CONTRACTOR:

ACC Environmental Consultants Inc.

By: 

Name: Ian Sutherland, PG
Title: Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/20

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com	
INSURED ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F ACC Environmental Consultants, Inc. 7977 Capwell Dr Suite 100 Oakland, CA 94621	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Home Assurance Co.	19380
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 3164587 **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. **LIMITS SHOWN ARE AS REQUESTED.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 027118152 CA	07/01/20	07/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See attached Certificate Holder Cancellation Notice.
 All worksite employees working for ACC ENVIRONMENTAL CONSULTANTS, INC., paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.
 WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY ACC ENVIRONMENTAL CONSULTANTS, INC. AS REQUIRED BY WRITTEN CONTRACT.
 Re: Glenview Elementary School New Construction Project

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>
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POLICY HOLDER NOTICE

CERTIFICATE HOLDER CANCELLATION NOTICE SCHEDULE

Should this policy be cancelled before the expiration date hereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the insurer, the producer, or the respective agents or representatives of each.

SCHEDULE:

CERTIFICATE HOLDERS AS IDENTIFIED ON THE MOST RECENT QUARTERLY SCHEDULE OF CERTIFICATE HOLDERS PROVIDED BY THE INSURED'S BROKER OF RECORD TO THE INSURER.

ISSUED BY THE STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY

AGENT NUMBER

POLICY NUMBER

AMERICAN HOME ASSURANCE COMPANY
13781

0006975-00

WC 027-11-8152

055-07-0720-00

INCORPORATED UNDER THE LAWS OF NEW YORK
ITEM 1. NAMED INSURED: MAILING ADDRESS IDENTIFICATION NO.:

ADP TOTALSOURCE DE IV, INC.
5800 WINDWARD PARKWAY
ALPHARETTA, GA 30005-0000



An AIG company

EXECUTIVE OFFICES:
175 Water Street
New York, NY 10038

SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

I.D.#

CA UI#:

PRODUCERS NAME AND ADDRESS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

AON RISK SERVICES INC OF FLORIDA
1001 BRICKELL BAY DRIVE
SUITE 1100
MIAMI, FL 33131-0876

INSURED IS CORPORATION

PREVIOUS POLICY NUMBER
RENEWAL 080393686

OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

ITEM 2	POLICY PERIOD 12:01 A.M. standard time at the insured's mailing address			
	FROM	07/01/20	TO	07/01/21
ITEM 3	A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CA			
	B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in item 3.A. The limits of our liability under Part Two are:			
	Bodily Injury by Accident	\$ 2,000,000	each accident	
	Bodily Injury by Disease	\$ 2,000,000	policy limit	
	Bodily Injury by Disease	\$ 2,000,000	each employee	
	C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: AK AL AR AZ CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI WV			
	D. This policy includes these endorsements and schedules:			
ITEM 4	The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.			
	Classifications	Code Number	Premium Basis Total Remuneration <input checked="" type="checkbox"/> Annual <input type="checkbox"/> 3 Year	Rate Per \$100 OF Re-muneration <input checked="" type="checkbox"/> Annual <input type="checkbox"/> 3 Year
				Estimated Premium

EXPENSE CONSTANT (EXCEPT WHERE APPLICABLE BY STATE)

MINIMUM PREMIUM

TOTAL ESTIMATED ANNUAL PREMIUM

If indicated below, interim adjustments of premium shall be made:

Semi-Annually

Quarterly

Monthly

DEPOSIT PREMIUM

06/20/20 ATLANTA

07

Issue Date

Issuing Office

Authorized Representative

WC 00 00 01A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

National Union Fire Insurance Company of Pittsburgh, Pa.
 American Home Assurance Company
 The Insurance Company of The State of Pennsylvania
 AIG Property Casualty Company
 Commerce and Industry Insurance Company
 Granite State Insurance Company
 Illinois National Insurance Company
 New Hampshire Insurance Company



EXECUTIVE OFFICES
 175 WATER STREET, 18TH FLOOR
 NEW YORK, NY 10038

Coverage is provided by the Company designated on the Information Page
 A Stock Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

	BEGINNING ON PAGE
GENERAL SECTION	1
A. The Policy	1
B. Who Is Insured	1
C. Workers Compensation Law	1
D. State	1
E. Locations	1
PART ONE-WORKERS COMPENSATION INSURANCE	1
A. How This Insurance Applies	1
B. We Will Pay	1
C. We Will Defend.....	1
D. We Will Also Pay	1
E. Other Insurance	1
F. Payments You Must Make.....	2
G. Recovery From Others	2
H. Statutory Provisions	2

**THE ABOVE REFERENCED POLICY PROVISIONS WITH THE INFORMATION PAGE AND ENDORSEMENTS,
 IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.**

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Glenview Elementary School New Construction Project	Site	119
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	ACC Environmental Consultants, Inc.	Agency's Contact	Stephen Jackson				
OUSD Vendor ID #	000230	Title	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 #	13134						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-10-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	3-29-2021
		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)	\$33,548.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

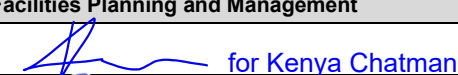
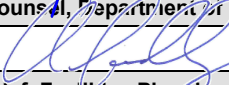
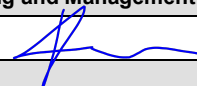
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9570	Fund 21, Measure J	210-9650-0-9570-8500-6265-119-9180-9905-9999-99999	6265	\$33,548.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature  for Kenya Chatman	Date Approved	11/13/2020		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature  Lozano Smith, as to form only	Date Approved	11/10/20		
3.	Deputy Chief, Facilities Planning and Management				
	Signature 	Date Approved	11/13/2020		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			