

Board Office Use: Legislative File Info.	
File ID Number	18-2630
Introduction Date	1-9-2019
Enactment Number	19-0022
Enactment Date	1/9/2019 lf



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date 1-9-2019
Subject Amendment No. 1 to AN INDEPENDENT CONSULTANT AGREEMENT
 Contractor: ACC Environmental Consultants
 Services For: Fremont High School New Construction

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to AN INDEPENDENT CONSULTANT AGREEMENT between Oakland Unified School District and ACC Environmental Consultants, Oakland, CA, for the latter to

Provide additional work performed for Increment 2 PEA/Revisions for DTSC.

for the period of 4-27-2016 through 9-30-2019 in an amount not to exceed 144,515.

Prior Contract The Agreement was previously approved by the Board on 4-27-2016 (Enactment No. 16-0582).

Modification This amendment modifies the scope of work, term and compensation. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes
 If no, exception:

Fiscal Impact Funding resource(s): Fund 21, Measure B

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1 TO
AN INDEPENDENT CONSULTANT AGREEMENT

This Amendment amends AN INDEPENDENT CONSULTANT AGREEMENT between Oakland Unified School District (OUSD) and ACC Environmental Consultants (Contractor) entered into on 4-27-2016 (OUSD Enactment No. 16-0582). The parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. **OR** CONTRACTOR agrees to provide the following amended services:
This amendment will cover the additional work performed for Increment 2 work plan. PEA Report: Preliminary Endangerment Assessment and;
Revisions for the DTSC: Department of Toxic Substances control – to cover soil vapor sampling; drilling contractor; Drum removal; Sampling supplies; subsurface Utility Locator; TO-15-Soil Vapor

2. **Term (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term began on 4-27-2016 and expires on 3-1-2019. The parties agree to extend the contract through 9-30-2019.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 52,515 to original contract amount.
 Decrease of \$ _____ to original contract amount.
The new contract total is One hundred forty-four thousand, five hundred fifteen Dollars (144,515)

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

- 6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 1/9/2019
 _____ Date
 President, Board of Education
 Superintendent
 Chief or Deputy Chief

[Signature] 1/9/2019
 _____ Date
 Secretary, Board of Education

CONTRACTOR

[Signature] 12/17/18
 _____ Date
 Contractor Signature

Ian Sutherland, PG

 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<u>[Signature]</u>		12/18
2. Resource Manager (If restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief	<u>[Signature]</u>		12/18
5. Legal (If increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)—Item Number: _____
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair Initials and date.
 - b. Meeting announcement for meeting in which the SPSA modification was approved.
 - c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

This amendment will cover the additional work performed for Increment 2 work

plan, PEA Report: Preliminary Endangerment Assessment and;

Revisions for the DTSC: Department of Toxic Substances control – to cover soil

vapor sampling; drilling contractor; Drum removal; Sampling supplies; subsurface

Utility Locator; TO-15-Soil Vapor

Environmental Project Cost Estimate

ACC Environmental Consultants, Inc.

Project Information

ACC Project No.: 73841 3029-270.01

Project Name: **Proposed Costs to Finish Increment 2 PEA**

Project Location: OUSD, Fremont High
4610 Foothill Boulevard
Oakland, CA

Prospect Information

JaQuan Cornish
Oakland Unified School District
955 High Street
Oakland, CA 94601

Proposal No. 3841

Date Prepared: Tuesday, July 10, 2018

Task Number and Description	Unit Price	Units	Quantity	Amount
1: FINISH INCREMENT 2 PEA/REVISIONS				
Drilling Contractor		Each	1	
Project Geologist		Hours	32	
Report		Each	1	
<hr/>				
1: FINISH INCREMENT 2 PEA/REVISIONS				
Professional Geologist		Hours	40	
<hr/>				
1: FINISH INCREMENT 2 PEA/REVISIONS				
Toxicologist		Lump Sum	1	
<hr/>				
2: ADDITIONAL SOIL VAPOR SAMPLING (PART OF INCREMENT 2 PEA)				
Drilling Contractor		Each	1	
Drum Removal		Each	2	
Expedited Laboratory Turn Around (2 Business Days)		Each	1	
Labor		Lump Sum	1	
Sampling Supplies		Each	1	
Subsurface Utility Locator		4-Hr Shift	1	
TO-15 - Soil Vapor		Each	9	

This amendment covers the work for Increment 2 PEA/Revisions for DTSC.

Subtotal Lab:

Total Environmental Consulting Services Cost: \$52,515.00

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 2018 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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/7/2018

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

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

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncastr Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME: DINA ATHEY	
	PHONE (A/C, No, Ext): (916) 939-1080 FAX (A/C, No): (916) 939-1085	
INSURED ACC ENVIRONMENTAL CONSULTANTS, INC. 7977 CAPWELL DRIVE, SUITE 100 OAKLAND, CA 94621	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: ADMIRAL INSURANCE COMPANY A+	24856
	INSURER B: UNITED FINANCIAL A+	11770
	INSURER C: OAK RIVER INS. CO. A++	34630
	INSURER D: QBE INS. CORP. A	39217
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIAB <input checked="" type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			FEI-ECC-10782-06 CPL RETRO: 03/20/89	10/28/18	04/28/20	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OPAGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02447227-6	01/13/18	01/13/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACWC921840	05/01/18	05/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> PROF. LIAB. <input checked="" type="checkbox"/> CLAIMS MADE			FEI-ECC-10782-06 RETRO: 03/20/89	10/28/18	04/28/20	\$5,000,000 OCCURRENCE \$5,000,000 AGGREGATE
D	<input checked="" type="checkbox"/> PROP/EQUIPMENT			2751132	12/30/17	12/30/18	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FREMONT HIGH SCHOOL NEW CONSTRUCTION PROJECT
OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, REPRESENTATIVES, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS AND VOLUNTEERS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. PRIMARY COVERAGE APPLIES. WAIVER OF SUBROGATION APPLIES TO W/C COVERAGE. 30 DAY NOTICE APPLIES.
(BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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



Additional Insured – Owners, Lessees or Contractors – Completed Operations

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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



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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

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

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



Automatic Waiver of Subrogation Endorsement

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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

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



Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change.
- OUSD contract originator creates new requisition with the original PO number referenced in the item description.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	ACC Environmental Consultants	Contractor's Contact	Ian Sutherland		
OUSD Vendor ID #	000230	Title	Manager		
Street Address	7977 Capwell Drive, Suite 100	City, State	Oakland, CA	Zip Code	94621
Telephone	510-638-8400	Email (required)	isutherland@accenv.com		

Compensation and Terms

Current Contract Amount	\$92,000.00	OUSD Vendor ID #	000230	Start Date of Original Contract	4-27-2016
Amount of Increase	52,515	Original PO #		Current Term End Date	3-1-2019
Amount of Decrease		New Requisition #		New Term End Date*	9-30-2019
New Total Contract Amount	144,515	% Change		*Must be no more than five years from the start date	

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

Requisition No.	Budget Number	Resource Name	Amount
	210-9450-0-9594-8500-6270-302-9180-9905-9999-99999	9450/9594	\$ 52,515.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	16-0582	Fremont High School New Construction Project	\$92,000.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa	@ousd.org
Site/Dept. Name	Department of Facilities Planning and Management	Site #	918	Phone 510-535-7038

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			12/11/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			12/18/18
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

...the first of these is the fact that the ...

...the second of these is the fact that the ...

...the third of these is the fact that the ...

...the fourth of these is the fact that the ...

...the fifth of these is the fact that the ...

...the sixth of these is the fact that the ...

...the seventh of these is the fact that the ...

...the eighth of these is the fact that the ...

...the ninth of these is the fact that the ...

...the tenth of these is the fact that the ...

Board Office Use: Legislative File Info.	
File ID Number	16-0766
Introduction Date	4-27-2016
Enactment Number	16-0582
Enactment Date	4-27-2016 <i>WB</i>



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Growing Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *WB*
Roland Broach, Executive Director, Buildings, Custodial & Grounds
Facilities Planning and Management *WB*

Board Meeting Date April 27, 2016

Subject Independent Contactor Agreement for Professional Services - ACC
Environmental Consultants - Fremont High School New Construction Project

Action Requested Approval by the Board of Education of an Independent Contractor Agreement for Professional Services between the District and ACC Environmental Consultants, for Environmental Services at the Fremont New Construction Project, in an amount not-to exceed \$92,000.00. The term of this Agreement shall commence on April 27, 2016 and shall conclude no later than March 1, 2019.

Background The scope of the work is to provide environmental site assessment consulting services for the Fremont High School New Construction and Modernization project. Scope includes providing a Phase 1 Environmental Site Assessment, a Phase 2 Limited Environmental Site Assessment and Preliminary Environmental Assessment leave as part of firm's responsibility.

Discussion The scope is necessary in order to characterize the type of soil conditions onsite and if there are potential harm to the environment.

LBP (Local Business Participation Percentage) 100%

Procurement Method Professional Services Agreement - Formal-Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

Recommendation Approval by the Board of Education of an Independent Contractor Agreement for Professional Services between the District and ACC Environmental Consultants, for Environmental Services at the Fremont New Construction Project, in an amount not-to exceed \$92,000.00. The term of this Agreement shall commence on April 27, 2016 and shall conclude no later than March 1, 2019.

Fiscal Impact Measure J.

Attachments

- Independent Contractor Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal



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

Legislative File ID No. 16-0766

Department: Facilities

Vendor Name: ACC Environmental

Project Name: Fremont High School Modernization & New Constr Project No.: 13158

Contract Term: Start Date: _____ End Date: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 92,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes No

Why was this Vendor selected?

This vendor was selected through a formal Request for Proposals for Architectural Services for Fremont High School. They were selected based on a set of criteria based on experience, cost and local business participation.

Summarize the services this Vendor will be providing.

Scope of services include providing an environmental site assessment and consulting services. Services include providing a Phase 1 Environmental Site Assessment, a Phase 2 Limited Environmental Site Assessment and Preliminary Environmental Assessment.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

The price was competitive through an RFP process. They were the most responsive based on the criteria that was noted in the scorecard provided in the RFP.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
ENVIRONMENTAL SERVICES

Fremont New Construction

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the **16th day of March in the year 2016**, between the **Oakland Unified School District** ("District") and **ACC Environmental Consultants** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work");

The scope of the work is to provide environmental site assessment consulting services for the Fremont High School New Construction and Modernization project. Scope includes providing a Phase 1 Environmental Site Assessment, a Phase 2 Limited Environmental Site Assessment and Preliminary Environmental Assessment. Scope includes off hauling as part of firm's responsibility.

2. **Term.** Contractor shall commence providing services under this Agreement on **April 27, 2016**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **March 1, 2019**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

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

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input type="checkbox"/> W-9 Form
<input type="checkbox"/> N/A Bonds (as requested by District)	<input type="checkbox"/> Other: Fingerprinting
<input checked="" type="checkbox"/> Debarment Certificate	

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Ninety-two thousand dollars (\$92,000.00)** District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the

only for all undisputed amounts in installment payments within thirty (30) days after the Contractor 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 Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **Zero (\$0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her 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. 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's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
 - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is

acceptable so that the District can attempt to procure the Services from another source.

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

11.3.1. material violation of this Agreement by the Contractor; or

11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor'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 ceases, 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 such termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

13. **Insurance.**

13.1. The Contractor 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.

13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

13.1.2. **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 Contractor 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.

13.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor'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

13.2. Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

13.2.1. 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."

13.2.2. 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.

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

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

13.3. 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.

14. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

15. **Compliance with Laws.** Contractor 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

- 22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

23. **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.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **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:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Tadashi Nakadegawa
Tel: 510-535-7038

Contractor
7977 Capwell Drive, Suite 100
Oakland, CA 94621
Attn: Mark Sanchez
Tel: 510-638-8400

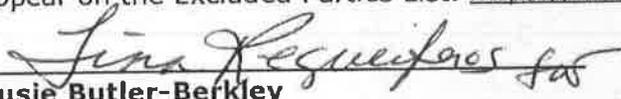
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days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

27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

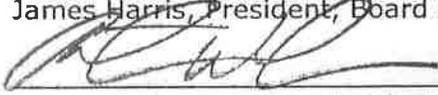
ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT



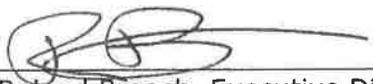
James Harris, President, Board of Education

4/28/16
Date



Antwan Wilson, Superintendent & Secretary, Board of Education

4/28/16
Date



Roland Broach, Executive Director of Buildings, Custodial & Grounds
Facilities Planning and Management

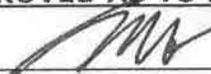
3-24-16
Date

CONTRACTOR


By: Mark A. Sanchez
Its: Vice President

3-16-16
Date

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel

Date

3-24-16

File ID Number: 16-0766
Introduction Date: 9-27-2016
Enactment Number: 16-0582
Enactment Date: 9-27-2016
By: 

r

Information regarding Contractor:

Contractor: ACC Environmental Consultants

EIN 94-300-2813
Employer Identification and/or Social Security Number

License No.: _____

Address: 7977 Capwell Drive
Ste 100, Oakland Ca 94621

Telephone: 510 638-8400

Facsimile: 510 638-8404

E-Mail: msanchez@ACCENV.COM

Type of Business Entity:

- Individual Sole
- Proprietorship Limited
- Partnership Partnership
- Limited Liability Company
- Corporation, State: California
- Other: _____

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 3/17/16

Proper Name of Contractor: ACC Environmental Consultants Inc

Signature: [Signature]

Print Name: Mark A. Sanchez

Title: Vice President

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT A
Scope of Services

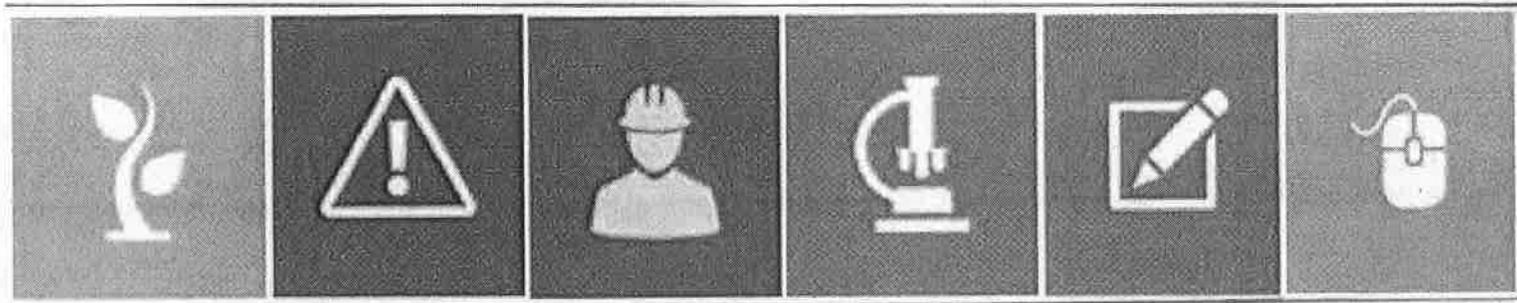
See the attached Proposal from the Contractor:

EXHIBIT B
Hourly Personnel Rates
and
Schedule of Fees and Charges



Response to Request for Proposal for
Environmental Site Assessment Consulting Services for
Fremont High School
Modernization and New Construction

November 24, 2015



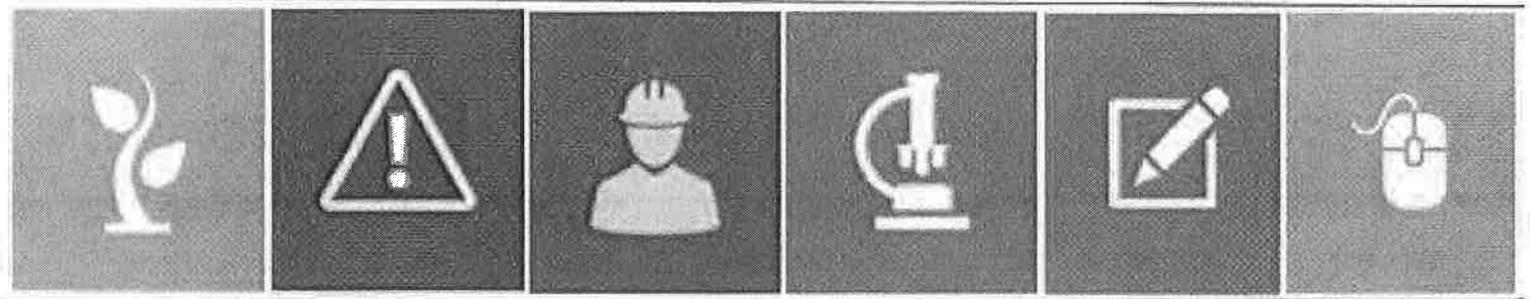
Prepared for:
Oakland Unified School District
Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street, Oakland, CA 94601

Prepared by:
Mr. Mark Sanchez, VP/Senior Project Manager
ACC Environmental Consultants, Inc.
7977 Capwell Drive, Suite 100
Oakland, CA 94621
(510) 638-8400 x104
msanchez@accenv.com



Response to Request for Proposal for
Environmental Site Assessment Consulting Services for
Fremont High School
Modernization and New Construction

November 24, 2015



Prepared for:
Oakland Unified School District
Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
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955 High Street, Oakland, CA 94601

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ACC Environmental Consultants, Inc.
7977 Capwell Drive, Suite 100
Oakland, CA 94621
(510) 638-8400 x104
msanchez@accenv.com



1. Letter of Interest

November 24, 2015

Oakland Unified School District
Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601
Colland.jang@ousd.org, mdenney@sgicm.com, al.anderson@ousd.org

Subject: Response to Request for Proposal for Environmental Site Assessment Consulting Services for Fremont High School

This letter indicates ACC Environmental Consultants intent to respond to the subject RFP for Environmental Site Assessment Consulting Services. Established in 1986, ACC Environmental Consultants, Inc. (ACC) is an employee-owned, full service environmental consulting and design firm recognized for its excellent and reliable client service. ACC is certified by the City of Oakland as a Small Local Business Enterprise (SLBE) providing 100% Local Business Utilization (LBU).

Firm Legal Name:	ACC Environmental Consultants, Inc.
Address:	7977 Capwell Drive, Suite 100 Oakland, CA 94621
Email and Phone:	msanchez@accenv.com (510) 638-8400 x 110
Person authorized to submit proposals and bind firm by contract:	Mark Sanchez, Vice President

ACC has one of the most qualified and experienced staffs in the state. Our expertise performing environmental consulting services in school districts is deep and on going. This combined with a 15-year working relationship with OUSD makes ACC a strong fit for continued work with the District.

ACC utilizes project management best practices, state of the art equipment, innovative data gathering software systems and our excellent communication skills to assist our client's in achieving there near and long-term environmental and industrial hygiene compliance goals in a practical and quality driven manner. Our Project Managers are dedicated to providing the highest quality of service and have the reputation of adding value to every project they are associated with.

Mr. Ian Sutherland, Project Manager will be the primary contact with appropriate support staff for this project. We look forward to working with Oakland Unified School District.

ACC acknowledges receipt of Addendum No. 1 Narrative, Addendum No. 1 Bid Form, Addendum No. 2 Q&A, Scorecard – FHSMNC.

Sincerely,

Mark Sanchez
Vice President



2. Narrative/ Firm Information

Brief history: Established in 1986, ACC is an employee-owned, full service environmental consulting and design firm recognized for its excellent and reliable client service.

ACC is certified by the City of Oakland as Local Business Utilization (LBU) and Small Local Business Enterprise (SLBE) providing 100% LBU/SLBE participation.

Our Project Managers have excellent relationships with leading architects, contractors and local regulators and are well versed in working with diverse and multi-layered project teams. Our experience working with numerous school district communities and stakeholders over more than 29 years, gives us unique qualifications and insight into anticipating and addressing project needs well before they can become issues. We understand ACC's critical role in guiding, informing and ensuring the health and safety of the work site in practical, timely, efficient and quality driven terms.

Firm Name:	ACC Environmental Consultants, Inc.
Legal Form:	S Corporation
Ownership:	100% Employee Owned
Number of years the firm has been in business:	29 Years. Founded on April 9, 1986 in Alameda County
Senior Officials:	Jim Wilson, President/CEO Don Foote: CFO Mark Sanchez: Vice President/Senior Project Manager Heather Sobky: Vice President of Business Development
Designated Contact Person:	Ian Sutherland, Project Manager (510) 7638-8400 x112, (510) 638-8404 fax isutherland@accenv.com
Typical Services Provided:	<ul style="list-style-type: none"> • Phase I: Environmental Site Assessments (HSLA) • Phase II: Soil and Groundwater Investigation • Industrial Hygiene Services • OSHA Employee Training – (Asbestos, EPA Lead RRP, Lead-Based Paint, Silica, Mold) • Indoor Environmental Quality Testing and Consulting • LEED Environmental Testing and Certification • Water Intrusion and Mold Inspections • Concrete Moisture Intrusion • Underground Storage Tank Consulting • Hazardous Chemicals Materials Inventory Management and Business Plans • Asbestos and Lead-Based Paint Testing and Consulting • Environmental Information Management System (ADAM) • Employee Information Management System (SMART)



Professional Qualifications and Experience

ACC has been providing environmental site assessments in Oakland, CA for over 28 years, completing thousands of projects, including projects at the District. ACC's staff of Environmental Scientists, Registered Environmental Assessors, and Professional Geologists conduct environmental site assessments on various types of schools, commercial, public, industrial and multi-unit residential properties.

ACC's mission is to provide our clients the highest standards of professional service and direction. As a minimum scope of work, ACC follows industry-recognized guidelines for performing Phase I ESAs as established by the American Society of Testing Materials (ASTM), All Appropriate Inquiry (AAI) and state and local regulations and requirements. We work closely with state regulatory agencies (DSA, CGS) and local planning agencies that affect the school planning process.

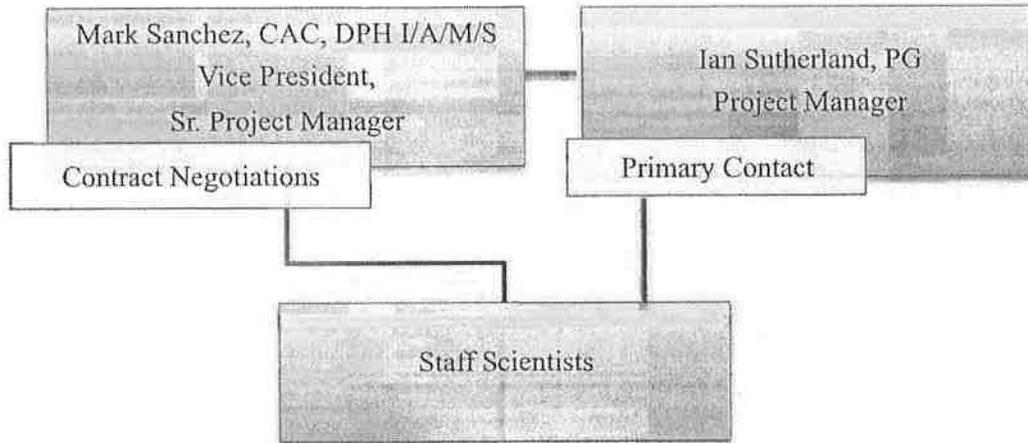
ACC applies strict project management principles to ensure the success of the projects we work on. ACC understands the complexity inherent in the transactions of our clients and through the use of sound professional practices and communications we are able to provide our clients with the highest standard of care while assisting to meet project goals. We work with our clients to deliver tailored services to meet our client's need.

ACC has provided environmental consulting services and/or as as-needed environmental consulting services for the following school districts over the past 10 years:

<ul style="list-style-type: none">• New Design Charter School• Oak Grove School District• Oakland Unified School District• Petaluma City Schools• Roseland School District• Round Valley Unified School District• Santa Rosa City School District• Sunol Glen Unified School District• West Sonoma Unified High School District	<ul style="list-style-type: none">• Alameda Unified School District• Berkeley Unified School District• Community Harvest Charter School• Fremont Community Church, Christian Community School• Healdsburg Unified School District• Livermore Valley Joint Unified School District• Los Angeles Unified School District• National Center for International Schools
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Core Project Team



Mr. Ian Sutherland, PG, will be the assigned project manager and core of the project team with support from Kimberly Bunting, who has been performing Phase I ESA for over 4 years, Rachael Gehrman, Staff Geologist and administrative staff. ACC currently has 3 environmental site assessment-consulting professionals on staff. ACC does not anticipate utilizing any sub-consultants.



Mark Sanchez

Vice President, Senior Project Manager
 Industrial Hygienist. Certified Asbestos Consultant

Senior Project Manager: Mr. Mark Sanchez, CAC, CHMM, CA/DPH, REA. Mr. Sanchez, Vice President of ACC, has been with the company for 24 years. He provides senior project management for projects and oversight of the field personnel and review all reports and documents. Mr. Sanchez has over 25 years of experience with health and safety programs, hazardous materials investigations and environmental site assessments. He participates in and manages asbestos, lead-based paint, mold and indoor air quality projects and provides employee training on issues pertaining to health and safety and emergency response procedures.

Representative Projects

Clark Construction: Managed hazardous materials identification, design and removal for the Highland Hospital renovation and demolition project.
 OUSD: Managed several Hazardous Material Consulting projects for the District.
 CSU East Bay: Managed the design and removal of hazardous materials from Warren Hall. Provided oversight during the implosion of the building, cleanup activities and site clearance.
 County of Alameda: Managed over 50 projects for the County including asbestos, lead-based paint and mold surveys, project oversight and air clearance sampling.
 Livermore Valley Joint Unified School District: For the last 12 years Mr. Sanchez has been the Project Manager for LVJUSD as-needed environmental consulting projects. Projects include asbestos and lead surveys, project oversight and air sampling, biological investigations, soil and groundwater characterization.

Mr. Sanchez also manages ACC Asbestos, EPA Lead RRP, Mold and Silica training classes servicing 100's of companies per year.

Education

B.A., Environmental Studies (in progress)

Registrations and Certifications

Certified Hazardous Materials Manager (CHMM)
 California Registered Environmental Assessors (REA)
 Cal/OSHA Certified Asbestos Consultant #92-0082
 CA/DPH Certified Lead Inspector/Assessor/Monitor/Supervisor #5150
 Sampling and Evaluation Airborne Asbestos Dust (NIOSH 582) OSHA 40-Hour HAZWOPER Training
 Hazardous Materials Management Certificate
 Environmental and Occupational Site Auditing
 Participates in AIHA PAT Program

Areas of Professional Expertise

Training/educational instruction	Industrial hygiene
Abatement project management	Site audits
Asbestos awareness training	Regulatory compliance
Indoor air quality investigations	Contract negotiations
Occupational health and safety	Lead sampling/surveys
Emergency response programs	



Ian Sutherland
 Professional Geologist
 Project Manager

Ian Sutherland provides project management and oversight for projects in the Environmental Division. Mr. Sutherland has extensive environmental project management experience including: managing numerous long and short-term remediation and excavation projects, client management, staff management, subcontractor management and government agency correspondence. Mr. Sutherland is a proficient technical writer with attention detail and the ability to effectively convey special and geological relationships. He has wide ranging experience collecting numerous types of environmental samples following DTSC, ASTM, EPA and other regulatory guidance. Mr. Yama has worked with Design and Construction Management, EHS and Facilities on several projects on the UC Davis Campus for the past seven years.

Education B.S., Geology, California State University East Bay, Hayward, CA

Representative Projects

Phase I ESA Investigations in California:
Commercial properties: Former gas stations, drycleaners, auto-repair shops, and multi-tenant office/residential buildings.
Industrial properties: Manufacturing facilities (i.e., construction equipment, computer hardware, furniture, textiles)
Additional properties: Schools, University, Vacant land and agricultural land (i.e., farm land).

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

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

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

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

Areas of Professional Expertise	Soil and groundwater characterization	Work Plan Preparation
	Subsurface Remediation	Technical Writing
	Groundwater monitoring well design	Petroleum Hydrocarbons
	Hazardous waste characterization	Chlorinated Solvents
	Indoor air sampling	Metals, PCBs, OCPs
	Soil vapor/gas sampling	Cost Estimates/Budgeting



Approach to Staffing, Sub-Consultant management and delivering timely and Quality Service

ACC will be the Prime Consultant under this RFP and will not utilize any Sub-Consultants. ACC understands the importance and value of ensuring projects are completed on time and on budget. ACC established team is comprised of a Project Manager, staff scientists and administrative support to provide client communication, technical site assessments, file review, and document submittal during and after completion of each phase of the project. ACC will communicate with the District to ensure consistent response times to meet all projected requirements.

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

Our project managers are experienced cost estimators who continually track the current production rates and cost trends of the abatement industry and update our cost estimating software – allowing us to have the most up to date information available to accurately estimate the costs of projects.

We apply strict project management processes to all of our projects, enforcing agreed upon critical paths, maintaining strong control of project conduct, applying good communication practices and sharing our understanding of the work with all stakeholders including contractors. We routinely act as a liaison between the contractor and client groups to work out logistics and to ensure that costly delays and issues are avoided in all our projects.

When delays or conflict occurs between agency and stakeholders, ACC will assess the situation and provide the opportunity to explore agency and stakeholder's perceptions about the situation. ACC will develop solutions and productive strategies and action plans to move processes forward. ACC is experienced in preparing for and attending public comment sessions as needed.



3. Approach and Understanding

Approach to Scope of Work: ACC understands the scope of work shall include preparing a Phase I Environmental Site Assessment following ASTM E1527-13 Standard and a Limited Phase II ESA following ASTM Standard E1903 of the Fremont High School. Upon completion of the work ACC shall submit to the District ESA reports that document findings and provides opinions and recommendations regarding possible environmental impacts at the site.

Reports will be prepared and signed by Ian Sutherland, PG, who meets the ASTM E1527-13 parameters to perform Phase I ESAs and ASTM E1903 parameters to perform Phase II ESAs.

Additionally, ACC will include construction oversight services including but not limited to reviews of contractor submittals for compliance with design intent.

Technical Approach

The following narrative provides our methodology and approach to perform the scope of work related to this RFP.

Project Initiation: All Project types.

ACC will proceed to schedule the work in accordance with protocols described in the RFP and as directed by OUSD. An ACC Project Manager will assign the appropriate certified technical staff to perform the contracted work. All communications are managed directly by the ACC Project Manager.

The work will be performed in accordance with the requirements defined by OUSD and completed within the allotted time frame. All data collected in the field will be recorded on field forms and the report written and reviewed to meet agreed upon schedule requirements.

Project Execution: ACC approach to completing the necessary tasks in order to meet the project's Scope of work are guided by DSA requirements by contributing to the require testing and inspection process and Phase I Environmental Site Assessment following ASTM E1527-13 Standard and a Limited Phase II ESA following ASTM Standard E1903.

The primary purpose of a Phase I ESA is to determine what, if any, environmental issues exist on the subject property or on neighboring properties, which may impact the subject property. The "Scope of Services" identified in the RFP is in conformance with newly revised industry guidelines for Phase I Environmental Site Assessments as established by the American Society of Testing and Materials (ASTM) and summarized in its Standard Practice E 1527-13. Specifically, a Phase I is ESA is performed to evaluate and assess the Subject Property's environmental contamination status for the purpose of obtaining Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability protection (42 U.S.C. §9601). Specifically, this Phase I ESA was performed to identify recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), Historical Recognized Environmental Conditions (HRECs), Business Environmental Risks (BERs) or historical or current activities at the Subject Property and surrounding properties which could have or is contributing to the degradation of the subject property's soil and/or groundwater in order to qualify for certain landowner liability protections as an innocent landowner under CERCLA. Prospective property owners who do not conduct "All Appropriate Inquires" (AAI) prior to obtaining ownership of the property may lose their ability to claim protection from CERCLA liability as an innocent landowner, bona fide



prospective purchaser, or contiguous property owner. To qualify as an innocent landowner, a person must conduct AAI and meet all the statutory requirements, which include: 1) having no reason to know that any hazardous substance which is the subject of a release or threatened release was disposed of on, in, or at the facility; 2) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restorations; 3) complying with any land use restrictions and not impeding the effectiveness or integrity of any institutional controls; 4) taking reasonable steps to stop continuing releases, prevent any threatened release(s), and prevent or limit human, environmental, or natural resource exposure to any hazardous substances release(s) on or from the landowner's property.

According to AAI guidelines, a Phase I ESA is valid for 180 days from the date on which it was conducted. For up to one calendar year, interviews, review of environmental liens and government records, site visit, and declaration and signature of the Environmental Professional can be updated. If it has been greater than one calendar year, all AAI steps must be re-conducted the Phase I ESA to be valid. ACC has always have staff members who met the environmental professional requirements for conducting AAI.

The ASTM standards E1527-13 and E2247-08 define *recognized environmental conditions* as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substance or petroleum products into structures on the property or into the ground, ground water, or surface water of the property, even under conditions in compliance with laws." Certain constituents of potential environmental concern have specifically been excluded from CERCLA including: 1) radon; 2) asbestos; 3) lead in drinking water; 4) lead-based paint; and 5) mold, fungi, and microbial growth in building structures. However, many of these excluded constituents are included in the List of Additional Issues as non-scope considerations that persons may want to assess in connection with commercial real estate. The List of Additional Issues includes: 1) Asbestos-Containing Building Materials (ACBM); 2) Radon; 3) Lead-Based Paint (LBP); 4) Lead in Drinking Water; 5) Wetlands; 6) Regulatory Compliance; 7) Cultural and Historic Resources; 8) Industrial Hygiene; 9) Health and Safety; 10) Ecological Resources; 11) Endangered Species; 12) Indoor Air Quality (IAQ); 13) Biological Agents; and 14) Mold.

ACC will perform a Phase I ESA Addendum based on DTSC Regulations Title 22, Division 4.5, Chapter 51.5, Article 1 (Limited Phase II Environmental Site Assessment) as required by DTSC for school projects. This Addendum includes surface level hand auger sampling of lead-paint in soil, pesticides in soil and PCB sampling in soil.

If the Phase I ESA identifies RECs that warrants subsurface soil and groundwater characterization ACC will provide project setup and coordination, obtaining the necessary drilling permits from Alameda County to conduct the subsurface investigation.

ACC will mark the vicinity of proposed soil boring locations at the Site and contact Underground Services Alert (USA) to locate any underground public utilities prior to performing drilling and sampling activities.

As needed, soil borings will be advanced using a Geoprobe to depths of 30 feet below ground surface (bgs). These borings will be continuously logged, and soil samples will be collected where field indications (PID readings, odors or staining) indicate. All soil samples will be classified according to the Unified Soil Classification System (USCS) by a trained geologist or engineer working under the supervision of a California Registered Geologist. Soil samples will be screened in the field for organic vapor by measuring head-space vapors with a photo ionization detector (PID). Exploratory boring logs will be prepared for each boring. PID measurements will be recorded on the logs. Soil cuttings and waste



water will be containerized pending characterization for proper disposal. Upon completion, the borings will be filled with cement grout to just below the surface and the boring will be completed with concrete and returned to its original condition.

Soil samples from each soil boring location will be selected for analysis. All of the soil samples will be analyzed for the following petroleum constituents:

- TPHg, BTEX, MtBE, Lead Scavengers, and 5 Fuel Oxygenates by EPA Method 8260B
- TPHd and TPHmo by EPA Method 8015B
- Total Lead by EPA Method 6020B
- VOCs by 8260
- CAM 17 Metals 6012

Water samples from each soil boring location will be selected for All of the water samples will be analyzed for the following petroleum constituents:

- TPHg, BTEX, MtBE, Lead Scavengers, and 5 Fuel Oxygenates by EPA Method 8260B
- TPHd and TPHmo by EPA Method 8015B
- Total Lead by EPA Method 6020B
- VOCs by 8260
- CAM 17 Metals 6012

Upon receipt of the analytical results, ACC will first verbally inform Client of results and prepare a technical report of findings from the soil boring investigation. This report will include analytical results, a scaled site plan, recommendations, and conclusions.

Past Projects:

ACC has been provided Phase I ESA/Phase II work throughout California since 1986. In the last 5 years ACC has successfully completed over 200 Phase I's and 150 Phase II's.

Below are 10-school/university/youth centers Phase I or Phase II projects ACC has completed within the last 5 years. Additional project examples can be provided upon request.

ACC has ongoing relationships with the Districts Facilities Maintenance and Construction Department, and the Division of State Architects ensuring thorough understanding of all requirements of construction documents and compliance with DSA approved construction documents.

1. Oakland Unified School District Offices, 900 & 955 High Street, Oakland, CA
In Situ Soil Sampling for Waste Characterization:

The purpose of this investigation was to classify soil and base rock as Class I or Class II waste per applicable state and federal regulations. ACC sampled existing soil stockpiles. ACC identified potential Class II and Class I material at the site. May-June 2015

Urban Design Consulting Engineers

Mr. Dean Pontzious

(510) 868-1085

2. Oakland International High School, 4521 Webster Street, Oakland, CA
In Situ Soil Sampling for Waste Characterization:

The purpose of this investigation was to classify soil and base rock as Class I or Class II waste per applicable state and federal regulations. Approximately 1500 cubic yards of base rock and



soil were proposed for off-haul as part of planned site improvements. ACC recommended that the base rock and soils up to one foot below ground surveys be profiled as Class II non-hazardous waste using the analytical results from the sampling event. February-March 2015

Urban Design Consulting Engineers

Mr. Dean Pontziou

(510) 868-1085

3. California State University East Bay, Warren Hall, Hayward, CA, Soil Characterization For Excavation Post Building Implosion

Per EPA directives, ACC provided delineation, excavation oversight and disposal oversight of PCB impacted soils in the immediate area of Warren Hall. The excavation was approved under the Toxic Substance Control Act with conditions established by the EPA. An approximate total of 273 tons of soil was excavated and hauled off-site. ACC then collected 47 post-excavation confirmation soil samples and analyzed for PCBs. Based on the work conducted, soils in the immediate vicinity confirm the PCB concentrations have been mitigated to the extent practicable.

May 2013 – August 2013

California State University East Bay

Christopher Wallace

(510) 775-2552

4. Livermore Valley Joint Unified School District, Laidlaw Transit, Livermore, CA Soil and Groundwater Characterization, Well Destruction, Closure Letter

Three USTs formerly existed at the site and were used to store gasoline, unleaded gasoline and diesel. One of the USTs reportedly failed a tank tightness testing and an unauthorized release occurred. In 1992 the three USTs and associated piping were removed. Numerous soil and groundwater investigations were conducted at the site through 2012. Through soil and groundwater characterization ACC successfully destroyed existing wells and received low-risk closure from the Alameda County Environmental Health. March 2011-August 2013

Livermore Valley Joint Unified School District

Jan Shipley

925-606-3390

5. East Oakland Youth Development Center, 8200 International Blvd, Oakland, CA Phase I ESA & Subsurface Investigation

ACC performed a Phase I ESA at the East Oakland Youth Development Center identifying 2 Recognized Environmental Conditions. The subject property was historically a gas station and vehicle repair facility with 15 underground storage tanks which had been removed. Based on recommendations ACC performed a Limited Phase II to investigate soil, groundwater and soil vapor potentially impacted by residual petroleum hydrocarbons. Sample results showed minimal concentrations of volatile TPH constituents appear to remain in the soil or groundwater in the investigated area. ACC recommended no further investigation unless groundwater or deeper soils are to be exposed. Any excavated soils should be characterized for disposal and may not be suitable for reuse on-site due to historic site use. September – November 2012

East Oakland Youth Development

Regina Jackson

c/o Walter S Hallanan

(415) 388-6432



**6. Community Music Center, Capp Street San Francisco, CA
Phase I ESA**

ACC performed a Phase I ESA at the Community Music Center in San Francisco CA. The site was used as a community music school/center and included a vacant residence used for storage. The Phase I ESA did not identify any Recognized Environmental Conditions. Purpose of the Phase I ESA was for due diligence purposes. December 2012
Community Music Center
Christopher Borg
415-647-6015 x73

**7. Oakland High School, 1023 MacArthur Blvd, Oakland, CA
Limited Soil Sampling Investigation:**

ACC provided OUSD limited soil characterization for disposal purposes. ACC collected 6 soil samples 0-1 foot below ground surface in the area of soil and asphalt removal. December 2011
Oakland Unified School District
Mr. Rocky Borton
(510) 879-8625

**8. Stanford University / Office of Real Estate Management, Rocky Hill Ranch, Porterville, CA
Phase I ESA, Phase II Limited Soil and Groundwater Sampling**

ACC performed a Phase I ESA at the Rocky Hill Ranch, 2,925 acres in Tulare County. The Phase I ESA revealed evidence of one Recognized Environmental Condition. One 300-gallon underground storage tank was located on the property and removed in the 1980's. ACC recommended further investigation to define potential soil and/or ground water impacts. Representative soil and groundwater samples were collected to characterize soil and groundwater in the immediate vicinity of the former gasoline UST. No detectable concentrations of target constituents exceeded their respective risk-based screening levels. January 2011-June 2011
Stanford University
Annett Walton
(408) 591-4501

**9. Livermore Valley Joint Unified School District, May School Road, Livermore, CA, Phase I
ESA & Soil Characterization**

ACC provided a Phase I ESA for a vacant undeveloped property on May School Road in Livermore, CA. The assessment did not reveal evidence of any Recognized Environmental Conditions at the property. Additionally, ACC provided soil sampling at an area previously occupied by a small schoolhouse which reportedly burned down in the 1970's. The purpose of the soil sampling was to characterize soil for lead in the areas of potential soil excavation, and comment on general soil quality for purposes of cost-effective disposal and/or reuse. ACC concluded that due to elevated levels of total lead, any soil removed from the site would likely be classified as hazardous waste in the state of California. December 2009-January 2010.
Livermore Valley Joint Unified School District
Jan Shipley
925-606-3390

**10. Livermore Valley Joint Unified School District, 3000 Doolan Road Road, Livermore, CA,
Soil Characterization**

ACC provided soil sampling to characterize onsite soils for potential lead impact. The site was reportedly historically used by LVUSD to house excess soil. ACC gathered samples from soil



piles and non-soil pile areas. Results concluded that due to elevated levels of total lead, any soil removed from the site will likely be classified as hazardous waste in the state of California.

February 2010.

Livermore Valley Joint Unified School District

Jan Shipley

925-606-3390

Safety Program

It is the Policy of ACC Environmental Consultants to provide a safe working environment for all employees. In keeping with this commitment, ACC has established a written Injury and Illness Prevention Program (IIPP). This program is an integral part of ACC's regulatory responsibility to maintain compliance with, among others, the following citations:

1. Senate Bill 198. Statutes of 1989 Chapter 1369; Labor Code 6401.7
2. Cal/OSHA Title 8 California Code of Regulations (CCR) General Industrial Safety
1. Orders, 3203
2. Cal/OSHA Title 8 California Code of Regulations (CCR) General Industrial Safety
3. Orders, Section 5194
4. California Labor Code Sections 6360-6399.7.
5. Cal/OSHA Title 8 California Code of Regulations (CCR) Asbestos Construction –
6. Section 1529

Regulatory Compliance and Safety Observation

ACC project managers and technicians have all completed their hazwopper certification courses, which require them to possess and demonstrate a thorough knowledge of all applicable regulations. In addition, ACC holds semi-monthly staff meetings where any changes in regulations or enactment of new regulations are discussed.

ACC project management personnel have frequent contact with DTSC, EPA, and State and Local regulatory agencies. ACC's project managers always tour the site with the regulator and if requested make any suggested modifications. ACC has never had a project cited by a regulator.

Workman's Comp Experience Modification Rate

ACC's does not qualify a Workman's Compensation Experience Modification Rate (EMR). Please see attached letter from WCIRB California documenting ACC's Experience Modification over the last 10 years.

Litigation and Cal OSHA Citations.

ACC has had no current or past Litigation arising from projects and has never had a Cal OSHA citation.

Quality Assurance and Quality Control

ACC employs methods and tools that assure quality outcomes and quality controls for all of our work. ACC's staff will follow a comprehensive Quality Control Plan to guarantee that all required services are provided to OUSD as specified in this RFP.

ACC has developed proprietary software programs for survey work to assist inspectors in the gathering and recording of information in standardized format. This certifies that our clients receive documentation



that is consistent from project to project. Our Field Technicians upload project documentation to internal servers daily for review by project managers. Client access to daily documentation is available upon request.

This standardized format also acts as a built in quality assurance mechanism by requiring our staff to be thorough and accurate when gathering project data. Accuracy in data gathering allows for development of precise scopes of work that reflect the true requirements of projects, leading to the best opportunity for fair and accurate bids. This, combined with our depth of experience helps us prepare clear and well-defined specifications that minimize the possibility for costly change orders.

4. L/SL/SLBRE Certification

ACC is certified by the City of Oakland as a Small Local Business Enterprise (SLBE) #1640 providing 100% Local Business Utilization (LBU).

5. Additional Data

ACC is the prime consultant and will not be teaming with any other firms on this RFQ. This guarantees continuity for all projects.



ACC is certified by Alameda County as a Green Business and on the forefront of the green movement from the beginning. ACC is a sustainable company which involves using resources more efficient and in ways which benefit the environment, clients, business and local communities. Operating our business more sustainable means considering the environmental impact of our operations, offices and designs supporting client projects. Additionally, ACC seeks to engage business suppliers to improve the environmental aspects of services provided and business operations. Our goal is to operate more sustainable, while maintaining a safe and compliant working environments.

Benefits of using ACC:

- Dedicated Project Team
- Highly Competent and Qualified Staff
- Successful Relevant Project Experience
- State of the Art Tools and Technology
- Quality and Cost Effectiveness
- Stability of Company
- 100% SLBE
- 100% Employee Owned

ACC is committed to serving our community. We currently hold contracts with the City of Oakland and County of Alameda and work at many of the local school districts.



Please feel free to reach out to the following K-12 and Public Agencies references:

Jan Shipley
Livermore Valley Joint Unified School District
925-606-3390, jshipley@livermore.k12.ca.us

Robbie Lyng
Alameda Unified School District
510-337-7090, rlyng@alameda.12.ca.us

Daniel Klingebiel
National Center for International Schools
415-850-3755, Daniel@ncissf.org

Jeff Muegge
Oakland Housing Authority
510-535-3151, jmuegge@Oakha.org

Jason Garrison
Alameda County General Services Agency
510-208-9520, jason.garrison@acgov.org

Staff: ACC staff meets the minimum qualifications outlined in the RFP. ACC's staff undergoes continuous training to maintain and enhance their knowledge of regulations and state of the art tools to use for surveying, monitoring and recording project events and schedules. Our documentation protocol is designed to guide our staff in observing and recording all project events as required by regulatory and special conditions for each project we are involved with.

Client Relations: As evidenced by the fact that over 80% of our business is repeat business it is clear that ACC retains the loyalty and faith of our clients that we provide them with excellent service. We strongly recommend that you call the references we have provided to get their feedback on our ability to provide City with cost effective, efficient and timely response to their environmental consulting needs.

ACC's Gilibrator is used as a primary calibration device for secondary field calibration equipment (i.e. high and low flow rotometers) and is also used as a field calibration device for certain sampling methodology (i.e. VOC sampling using sorbent tubes and Masterflex pumps).

When performing XRF survey. ACC will take at least three calibration check readings using the NIST Standards before beginning the inspection and after every four hours of testing. A set of calibration reading should also be done at the end of testing for that day.

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

Project: Fremont High School Modernization and New Construction

RFP: Environmental Site Assessment Consulting Services

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address: ACC Environmental Consultants 7977 Capwell Drive, Suite 100 Phone: Oakland, CA 94621 Email: (510) 638-8400 x110 isutherland@accenv.com	100%	100%	100%		1640
Company: Address: Phone: Email:					
TOTAL PARTICIPATION	100%	100%	100%		

Approval – LBU Compliance Officer

f



SLBE Certification

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Department of Contracting and Purchasing

(510) 238-3970
FAX (510) 238-3363
TDD (510) 238-2007

17-Dec-13

Certification Number 1640

ACC Environmental Consultants, Inc.

Heather Sobky
7977 Capwell Drive, Suite 100
Oakland, CA 94621

RE: Recertification with the City of Oakland's Local/Small Local For Profit and Not For Profit Business Enterprise Program

Dear Heather Sobky:

Based on our review of documents submitted, the City has determined that your firm qualifies for certification under the above Program as a:

- **Small Local Business Enterprise**

This certification will expire on **29-Feb-16**

Please refer to the attached certificate to determine your services and NAICS codes. The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland and Redevelopment Agency programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at (510) 238-6160, and refer to the Certification Number as it appears above.

Very truly yours,

Shelley Darenburg
Shelley Darenburg
Senior Contract Compliance Officer



EMR LETTER

Risk Summary Report

Bureau Number: 2-67-84-54

Date Created: January 30, 2015



Risk's Primary Name and Mailing Address:

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

Experience Modification(s) – last 10 years:			
Rating Year	X-Mod	Type	Rerate
2015	DNQ	Ineligible	0
2014	DNQ	Ineligible	0
2013	DNQ	Ineligible	0
2012	96	Original	0
2011	93	Original	0
2010	81	Original	0
2009	85	Original	0
2008	83	Original	0
2007	85	Original	0
2006	83	Original	0

Classification developing the most payroll during current Experience Period		
Class Code	Inspected	Description
8601	Yes	Engineers-consulting

WCIRB Assigned Classification(s):			
Class Code	Suffix	Inspected	Description
8601	01	Yes	Engineers-consulting

Additional Names on current policies
ACC ENVIRONMENTAL CONSULTANTS, INC.



7. Professional Fees

Attached

ENVIRONMENTAL SITE ASSESSMENT FOR
 FREMONT HIGH SCHOOL MODERNIZATION AND NEW CONSTRUCTION
 ADDENDUM #1
BID FORM

ITEM	QUANTITY	TASK	COST
	(Hours, Units)	<i>Please include all unit costs that are related to each tasks. Include separate page if needed. Any off-haul that is required needs to be included in the base fee.</i>	
1)	1 Lump Sum	Phase 1 Environmental Site Assessment	\$3,500.00
	5 Each @ \$150.00	Hard Copy Reports	\$750.00
		TOTAL	\$4,200.00
2)	1 Lump Sum	Limited Phase II Environmental Site Assessment (Phase I ESA Addendum based on DTSC Regulations Title 22, Division 4.5, Chapter 51.5, Article 1)	\$4,000.00
	5 Each @ \$150.00	Hard Copy Reports	\$750.00
		Subtotal	\$4,750.00
Project Manager	4 Hours @ \$125.00	Lead Sampling for Lead-Based Paint in Soil	\$500.00
Project Geologist	8 Hours @ \$125.00	Lead Sampling for Lead-Based Paint in Soil	\$1,000.00
Staff Geologist	16 Hours @ \$95.00	Lead Sampling for Lead-Based Paint in Soil	\$1,520.00
Sampling Supplies	1 Each @ \$200.00	Lead Sampling for Lead-Based Paint in Soil	\$200.00
Flame AA - Lead	30 Each @ \$15.00	Lead Sampling for Lead-Based Paint in Soil	\$450.00
		Subtotal	\$3,670.00
Project Manager	4 Hours @ \$125.00	Pesticide Sampling in Soil	\$500.00
Concrete Coring Subcontractor	2 Days @ \$1,150.00	Pesticide Sampling in Soil	\$2,300.00
Project Geologist	8 Hours @ \$125.00	Pesticide Sampling in Soil	\$1,000.00
Staff Geologist	16 Hours @ \$95.00	Pesticide Sampling in Soil	\$1,520.00
Sampling Supplies	1 Each @ \$350.00	Pesticide Sampling in Soil	\$350.00
8081 - Organochlorine Pesticides (LL)	30 Each @ \$190.00	Pesticide Sampling in Soil	\$5,700.00
		Subtotal	\$11,370.00
Project Manager	2 Hours @ \$125.00	PCB Sampling in Soil	\$250.00
Project Geologist	2 Hours @ \$125.00	PCB Sampling in Soil	\$250.00
Staff Geologist	8 Hours @ \$95.00	PCB Sampling in Soil	\$760.00
Sampling Supplies	1 Each @ 100.00	PCB Sampling in Soil	\$100.00
8082 - PCBs and Aroclors	10 Each @ \$65.00	PCB Sampling in Soil	\$650.00
		Subtotal	\$2,010.00
		TOTAL	\$21,800.00
		(All off-haul is required to be included in this scope)	

ENVIRONMENTAL SITE ASSESSMENT FOR
 FREMONT HIGH SCHOOL MODERNIZATION AND NEW CONSTRUCTION
 ADDENDUM #1

BID FORM

		Unit Cost Per Boring (If Required): Estimated 6 Borings to 30' bgs Total Cost \$4,250.00	708.33/Each
600/R-93 - Asbestos	\$55.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
6010 - STLC Metal	\$20.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
6010 - TCLP Metal	\$20.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
6010/200.7 - CAM 17 Metals	\$130.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
8015 - TPH-g, -d and -mo	\$60.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
8081/8082 OCPs + PCBs	\$145.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
8260 - Volatile Organic Compounds	\$120.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
8270 - Semi Volatile Organic Compounds	\$210.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
STLC Extraction	\$60.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
TCLP Extraction	\$60.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
Asbestos CARB 435	\$125.00 Each	Additional Sampling If REC Identified in Phase I ESA - Quantity To Be Determined. Performed in Conjunction with PEA	TBD
3)		Preliminary Environmental Assessment	
Work Plan	1 Each @ \$4,200.00	PEA Work Plan (if warranted) to be reviewed by DTSC (includes delineation of Lead, OCPs and PCBs, if warranted)	\$4,200.00
		Subtotal	\$4,200.00
Administrative Support	24 Hours @ \$65.00	Preliminary Environmental Assessment	\$1,560.00

ENVIRONMENTAL SITE ASSESSMENT FOR
FREMONT HIGH SCHOOL MODERNIZATION AND NEW CONSTRUCTION

ADDENDUM #1

BID FORM

Certified Industrial Hygienist	40 Hours @ \$250.00	Preliminary Environmental Assessment	\$10,000.00
Concrete Coring Subcontractor	1 Day @ \$1,150.00	Preliminary Environmental Assessment	\$1,150.00
Disposal Contractor - Soil Drum	1 Each @ \$950.00	Preliminary Environmental Assessment	\$950.00
Disposal Contractor - Water Drum	1 Each @ \$950.00	Preliminary Environmental Assessment	\$950.00
Drilling Contractor	2 Day @ \$4,250.00	Preliminary Environmental Assessment	\$8,500.00
Hard Copy Reports	5 @ \$150.00	Preliminary Environmental Assessment	\$750.00
Health & Safety Plan	1 @ \$1,500.00	Preliminary Environmental Assessment	\$1,500.00
Laboratory Analyticals	1 Estimated @ \$6,000.00	Preliminary Environmental Assessment	\$6,000.00
Permit Fee	1 Each @ \$265.00	Preliminary Environmental Assessment	\$265.00
Professional Geologist	8 Hours @ \$200.00	Preliminary Environmental Assessment	\$1,600.00
Project Geologist	64 Hours @ \$125.00	Preliminary Environmental Assessment	\$8,000.00
Staff Geologist	64 Hours @ \$95.00	Preliminary Environmental Assessment	\$6,080.00
Subsurface Utility Locator	1 Each @ \$1,500.00	Preliminary Environmental Assessment	\$1,500.00
USA Marking	8 Hours @ \$95.00	Preliminary Environmental Assessment	\$760.00
		Subtotal	\$49,565.00
Professional Geologist	20 Hours @ \$200.00	<i>Consulting and DTSC Meetings</i>	<i>\$4,000.00</i>
		Subtotal	\$4,000.00
		TOTAL	\$57,765.00
		Total Base Fee (Not-to-Exceed*):	\$83,765.00
		Note: Total Base Fee <u>DOES NOT</u> include additional sampling listed above as To Be Determined (TBD). Actual costs will vary based on RECs from Phase I ESA.	
		Please include billing rate along with this form.	
		Principle	\$250/Hour
		Professional Geologist, Engineering Geologist	\$200/Hour
		Project Manager/Project Geologist	\$125/Hour
		Project Scientist	\$95/Hour
		Administrative Support	\$65/Hour



8. Joint Ventures

N/A

9. Indemnification Provisions

ACC has read the Indemnification Provision in the Proposal and has no objection to the conditions of the provision.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: "Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant ACC Environmental Consultants, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 3/17/16
Name of Consultant or Company: ACC Environmental Consultants Inc
Signature: [Handwritten Signature]
Print Name and Title: Mark A. Sanchez, Vice President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither ACC Environmental Consultants [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 17th day of March, ~~2014~~ 2016 for the purposes of submission of this Agreement.

By: 
Signature
Mark A. Sanchez
Typed or Printed Name
Vice President
Title

**AUTOMATIC ADDITIONAL INSURED –
OWNERS, LESSEES OR CONTRACTORS**

This endorsement, effective 10/28/15 attaches to and forms a part of Policy Number FEI-ECC-10782-03. 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 10/28/15 attaches to and forms a part of Policy Number FEI-ECC-10782-03. This endorsement changes the Policy. Please read it carefully.

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

**AUTOMATIC PRIMARY AND NON-CONTRIBUTORY
INSURANCE ENDORSEMENT –
DESIGNATED WORK OR PROJECT(S)**

This endorsement, effective 10/28/15 attaches to and forms a part of Policy Number FEI-ECC-10782-03 This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

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

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

f

AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT

This endorsement, effective 10/28/15 attaches to and forms a part of Policy Number FEI-ECC-10782-03. 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) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

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

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

POLICY NUMBER: 02447227-8

COMMERCIAL AUTO
CA 71 10 03 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

- (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE Item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to inflation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph D. — DEDUCTIBLE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form
CA 99 23.

the manufacturer for the installation of a radio.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.

3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 80 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

**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 05/01/2015

Policy No. ACWC603145

Endorsement No. 1

Insured ACC ENVIRONMENTAL CONSULTANTS, INC.

Premium \$

Insurance Company

Countersigned by Carrie Schelsman

Oak River Insurance Company

WC 99 04 10A

(Ed 07-07)



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Fremont High School New Construction	Site	302
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 Consultants	Agency's Contact	Mark Sanchez				
OUSD Vendor ID #	V057331	Title	Project Manager				
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA	Zip	94621
Telephone	510-638-8400	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13158						

Term			
Date Work Will Begin	4-27-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	3-1-2019

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 92,000.00
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
9450	Measure J	3029905812	6170	\$ 92,000.00

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	Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management				
2.	Signature	Date Approved	3/24/16		
	General Counsel, Department of Facilities Planning and Management				
3.	Signature	Date Approved	3-24-16		
	Interim Deputy Chief, Facilities Planning and Management				
4.	Signature	Date Approved			
	Senior Business Officer				
5.	Signature	Date Approved			
	President, Board of Education				