

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-2427
Introduction Date	12-13-2017
Enactment Number	17-1729
Enactment Date	12/13/17



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
 By: Vernon Hal, Senior Business Officer  
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** December 13, 2017

**Subject** Amendment No. 1 Independent Consultant Agreement - ACC Environmental Consultants - Fremont High School New Construction Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, for an Independent Agreement between the District and ACC Environmental Consultants, Oakland, CA, for the latter to provide consulting services for the construction and modernization at site, in conjunction with the Fremont High School New Construction Project, and to extend the ending date from March 1, 2019 to December 31, 2020. All remaining portions of the agreement shall remain in full force and effect.

**Discussion** The end date of original contract needed to extend 21 months, due to construction schedule changes.

**LBP** (Local business participation percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1, for an Independent Agreement between the District and ACC Environmental Consultants, Oakland, CA, for the latter to provide consulting services for the construction and modernization at site, in conjunction with the Fremont High School New Construction Project, and to extend the ending date from March 1, 2019 to December 31, 2020. All remaining portions of the agreement shall remain in full force and effect.

**Fiscal Impact** Fund 21, Measure J

- Attachments**
- Amendment No. 1, including scope of work
  - Consultant Proposal
  - Insurance Certificate



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

**Legislative File ID No.** \_\_\_\_\_  
**Department:** Facilities Planning and Management  
**Vendor Name:** Acc Environmental Consultants  
**Project Name:** Fremont (Small School) New Construction **Project No.:** 13158  
**Contract Term:** Intended Start: 3/1/2016 Intended End: 3/1/2019  
**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \_\_\_\_\_  
**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they meet the requirements of the**

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

**How was this Vendor selected?**

RFQ for Hazmat Design Service Pool.

**Summarize the services this Vendor will be providing.**

Extending contract duration per new construction schedule. Non compensable.

**Was this contract competitively bid?**  Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Current contract with District.

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 alternative 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**

3)  **Not Applicable - no exception - Project was competitively bid**



## Amendment No. 1, Independent Contractor Agreement for Professional Services

This Amendment is entered into between the Oakland Unified School District (OUSD) and ACC Environmental Consultants. OUSD entered into an Agreement with CONTRACTOR for services on March 1, 2016, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide consulting services for hazardous material and monitoring and clearance services for the Fremont High School New Construction.</u></p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>21 months</u>, and the amended expiration date is <u>December 31, 2020</u>.</p>		
3. <b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is</p> <p><input type="checkbox"/> increase of <u>N/A</u> to the original contract amount</p> <p><input type="checkbox"/> Decrease of \$ <u>N/A</u> to original contract amount</p>		
<p>and the contract total is <b>Seventy-one thousand NO/100 dollars (\$71,000.00).</b></p>		

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

5. **Amendment History:**

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

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

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President,  
Board of Education

12/14/17  
Date

Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

12/14/17  
Date

Joe Dominguez, Deputy Chief  
Date

CONTRACTOR ACC Environmental Consultants, Inc.

Contractor Signature

11/6/2017  
Date

Mark A. Sanchez, President  
Print Name, Title

Facilities, Planning and Management

  
 \_\_\_\_\_  
 Marion McWilliams,  
 General Counsel, Facilities, Planning and Management

11/16/17  
 \_\_\_\_\_  
 Date

**EXHIBIT "A" Scope of Work**

**Contractor Name: ACC Environmental Consultants**

**Billing Rate: -0-**

**1. Description of Services to be Provided**

The scope of work to provide consulting services for hazardous material and monitoring and clearance services for the Fremont High School New Construction.

**2. Specific Outcomes:**

Create equitable opportunities for learning; and provide accountability for quality.

**3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:**

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

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>

  
 \_\_\_\_\_  
 Cesar Monterrosa  
 Director of Facilities Planning & Management



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/7/2017

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.

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

PRODUCER: ISU INS SERV - BC ENV BROKERAGE
INSURED: ACC ENVIRONMENTAL CONSULTANTS, INC.
CONTACT NAME: DINA ATHEY
PHONE: (916) 939-1080
INSURER(S): ADMIRAL INSURANCE COMPANY A+, UNITED FINANCIAL A+, OAK RIVER INS. CO. A++, QBE INS. CORP. A

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.

Table with columns: COV, LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liability.

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.

CERTIFICATE HOLDER: OAKLAND UNIFIED SCHOOL DISTRICT
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.



## Automatic Additional Insured – Owners, Lessees or Contractors

---

This endorsement, effective 10/28/2017 attaches to and forms a part of Policy Number FEI-ECC-10782-05. This endorsement changes the Policy. Please read it carefully.

---

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

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

SCHEDULE

Name of Person or Organization:

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

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



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

This endorsement, effective 10/28/2017 attaches to and forms a part of Policy Number  
FEI-ECC-10782-05. 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 10/28/2017 attaches to and forms a part of Policy Number FEI-ECC-10782-05. 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 10/28/2017 attaches to and forms a part of Policy Number FEI-ECC-10782-05. 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.

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% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization                      Blanket Waiver- Any person or organization for whom the Named insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All CA Operations	350.00

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 05/01/2017

Policy No. ACWC815534

Endorsement No.

Insured

Premium\$

Insurance Company Oak River Insurance Company

Countersigned *Carrie Schleisman*

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the concepts.

The third part of the document discusses the various types of accounts used in accounting. It categorizes accounts into assets, liabilities, equity, revenue, and expense accounts. It also explains how these accounts are used to record transactions and how they are balanced at the end of each period.

The fourth part of the document discusses the importance of adjusting entries. It explains how these entries are used to ensure that the financial statements reflect the true financial position of the company at the end of the period. Examples are provided to show how adjusting entries are recorded and how they affect the accounts.

The fifth part of the document discusses the preparation of financial statements. It outlines the steps involved in preparing the balance sheet, income statement, and statement of owner's equity. It also discusses the importance of providing a clear and concise explanation of the financial results.

The sixth part of the document discusses the importance of internal controls. It explains how these controls are used to prevent and detect errors and fraud. It also discusses the various types of internal controls and how they are implemented in a company.

The seventh part of the document discusses the importance of ethics in accounting. It explains how accountants are expected to act in a fair and honest manner and to follow the principles of professional conduct. It also discusses the consequences of unethical behavior.

The eighth part of the document discusses the importance of communication in accounting. It explains how accountants must be able to communicate effectively with their clients and colleagues. It also discusses the various ways in which accountants can improve their communication skills.

The ninth part of the document discusses the importance of technology in accounting. It explains how the use of computers and software has revolutionized the accounting profession. It also discusses the various ways in which technology can be used to improve the efficiency and accuracy of accounting.

The tenth part of the document discusses the importance of continuing education in accounting. It explains how accountants must stay up-to-date on the latest developments in the field. It also discusses the various ways in which accountants can continue their education.

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	16-0767
Introduction Date	4-27-2016
Enactment Number	16-0583
Enactment Date	4-27-2016 <i>02</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Continuity Schools. Diverse Students.

# Memo

**To** Board of Education

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

**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 High School New Construction Project, in an amount not-to exceed \$71,000.00. 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 consulting services for hazardous material and monitoring and clearance services for the Fremont High School New Construction and Modernization Project. Services include: sampling activities, a hazardous material survey, project specifications, monitoring and clearance.

**Discussion** The scope is necessary to identify hazardous material prior to demolition and construction in order to safely remove hazardous material safely and properly.

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

**Procurement Method** Materials, Supplies, Equipment and/or Services under the bid limit \$87,000.

**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 High School New Construction Project, in an amount not-to exceed \$71,000.00. 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.** \_\_\_\_\_

**Department:** Facilities

**Vendor Name:** ACC Environmental Consultants

**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:** \$ 71,000.00

**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 includes providing consulting services for hazardous material and monitoring and clearance. Scope to include sampling activities, hazardous material survey, project specifications and monitoring and clearance and consulting services on an as needed basis.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

The firm selected had the highest score based on the criteria in the RFP and met the local business policy.

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**

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 consulting services for hazardous material and monitoring and clearance services for the Fremont High School New Construction and Modernization Project. Services include: sampling activities, a hazardous material survey, project specification s, monitoring and clearance.

- 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:

x Signed Agreement x Workers' Compensation Certificate
x Insurance Certificates & Endorsements W-9 Form
N/A Bonds (as requested by District) Other: Fingerprinting
x 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 Seventy-one thousand dollars (\$71,000.00) District shall pay Contractor 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



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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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

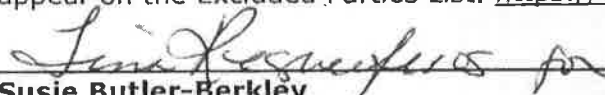
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days 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](http://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:**

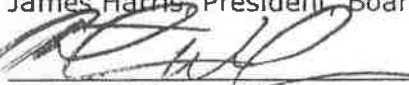
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation 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:

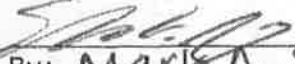
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
James Harris, President, Board of Education 4/28/16  
Date

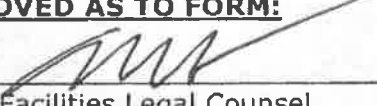
  
Antwan Wilson, Superintendent & Secretary, Board of Education 4/28/16  
Date

  
Roland Broach, Executive Director of Buildings, Custodial & Grounds  
Facilities Planning and Management 3-24-16  
Date

**CONTRACTOR**

  
By: Mark A. Sanchez 3-16-16  
Date  
Its: Vice President

**APPROVED AS TO FORM:**

  
OUSD Facilities Legal Counsel 3.24.16  
Date

File ID Number: 16-0707  
Introduction Date: 4-27-2016  
Enactment Number: 16-0583  
Enactment Date: 4-27-2016  
By: OR

**Information regarding Contractor:**

Contractor: ACC Environmental Consultants

EIN 94-300-2813

License No.: \_\_\_\_\_

Employer Identification and/or Social Security Number

Address: 2977 Capwell Dr.  
Ste 100, Oakland, CA 94621

**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.**

Telephone: 510 638.8400

Facsimile: 510 638.8404

E-Mail: msanchez2@accenv.com

Type of Business Entity:

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

**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

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**

**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, \_\_\_\_\_, 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.

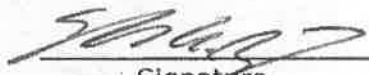
Date: 3/17/16  
Name of Consultant or Company: ACC Environmental Consultants  
Signature:   
Print Name and Title: Mark A. Sanchez, Vice President

**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 17<sup>th</sup> day of March, 2016 for the purposes of submission of this Agreement.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
3/16/2016

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

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

PRODUCER <b>ISU INS SERV - BC ENV BROKERAGE</b> 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME: <b>KELLY LAZARO</b>	
	PHONE (A/C No. Ext): <b>(916) 939-1080</b>	FAX (A/C No): <b>(916) 939-1085</b>
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	<b>ADMIRAL INSURANCE COMPANY</b>	<b>24856</b>
INSURER B:	<b>UNITED FINANCIAL</b>	<b>11770</b>
INSURER C:	<b>OAK RIVER INS. CO.</b>	<b>34630</b>
INSURER D:	<b>QBE INS. CO.</b>	<b>39217</b>
INSURER E:		
INSURER F:		


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

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>POLLUTION LIAB</b> <input checked="" type="checkbox"/> <b>CLAIMS MADE</b>			<b>FEI-ECC-10782-03</b> <b>CPL RETRO: 03/20/89</b>	10/28/15	10/28/16	EACH OCCURRENCE \$ <b>5,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			<b>02447227-8</b>	01/13/16	01/13/17	COMBINED SINGLE LIMIT (Per accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>ACWC603145</b>	05/01/15	05/01/16	EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						
A	<input checked="" type="checkbox"/> <b>PER STATUTE</b> <input type="checkbox"/> OTH-ER			<b>FEI-ECC-10782-03</b> <b>RETRO: 03/20/89</b>	10/28/15	10/28/16	<input checked="" type="checkbox"/> <b>PER STATUTE</b> <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A						
D	<input checked="" type="checkbox"/> <b>PROF. LIAB.</b> <input checked="" type="checkbox"/> <b>CLAIMS MADE</b>			<b>2751132</b>	12/30/15	12/30/16	E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
	<input type="checkbox"/> <b>PROP/EQUIPMENT</b>						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: FREMONT HIGH SCHOOL / HAZMAT SURVEY, SPECIFICATION, OVERSIGHT**  
**OAKLAND UNIFIED SCHOOL DISTRICT AND THE STATE AND THEIR REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS AND VOLUNTEERS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL AND AUTO LIABILITY. PRIMARY COVERAGE APPLIES. WAIVER OF SUBROGATION APPLIES TO W/C COVERAGE. (BLANKET ENDORSEMENTS ATTACHED)**

<b>CERTIFICATE HOLDER</b>  <b>OAKLAND UNIFIED SCHOOL DISTRICT</b> <b>955 HIGH STREET</b> <b>OAKLAND, CA 94607</b>	<b>CANCELLATION</b>  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 

**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.

## **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".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.  
Copyright, Insurance Services Office, Inc., 1997

- (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 ends when your operations for that "insured" are completed.

#### EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE Item I. 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 initiation 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 60 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

Person or Organization	Schedule	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

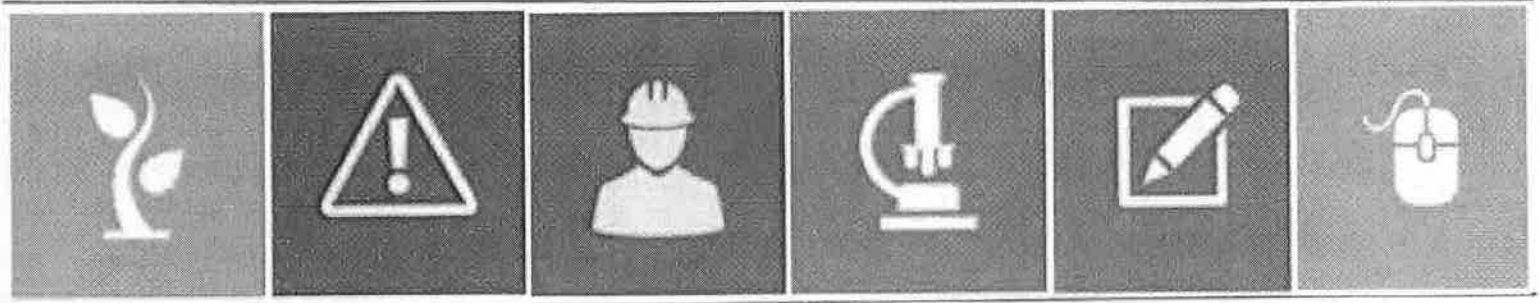
Oak River Insurance Company

Countersigned by Carrie Schelsman



Response to Request for Proposal for  
Hazardous Material Abatement 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

# 1. Letter of Interest

November 9, 2015

Oakland Unified School District  
Tadashi Nakadegawa, Director  
Department of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601  
[Saya.nhim@ousd.org](mailto:Saya.nhim@ousd.org), [mdenney@sgicm.com](mailto:mdenney@sgicm.com), [al.anderson@ousd.org](mailto:al.anderson@ousd.org)

**Subject: Response to Request for Proposal for Hazardous Material Abatement Consulting Services for Fremont High School Modernization and New Construction**

This letter indicates ACC Environmental Consultants intent to respond to the subject RFP for Hazardous Material Abatement 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).

<b>Firm Legal Name:</b>	ACC Environmental Consultants, Inc.
<b>Address:</b>	7977 Capwell Drive, Suite 100 Oakland, CA 94621
<b>Email and Phone:</b>	<a href="mailto:msanchez@accenv.com">msanchez@accenv.com</a> (510) 638-8400 x 104
<b>Person authorized to submit proposals and bind firm by contract:</b>	Mark Sanchez, Vice President

ACC has one of the most qualified and experienced staffs in the state. Our expertise performing AHERA Inspections and Management Plan 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. Mark Sanchez, Vice President, will be the primary contact and Sr. Project Manager 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 – Fremont for Hazardous.**

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:	Mark Sanchez, Senior Project Manager (510) 638-8400 x 104, (510) 638-8404 fax msanchez@accenv.com
Typical Services Provided:	<ul style="list-style-type: none"> <li>• Industrial Hygiene Services</li> <li>• OSHA Employee Training – (Asbestos, EPA Lead RRP, Lead-Based Paint, Silica, Mold)</li> <li>• Indoor Environmental Quality Testing and Consulting</li> <li>• LEED Environmental Testing and Certification</li> <li>• Water Intrusion and Mold Inspections</li> <li>• Concrete Moisture Intrusion</li> <li>• Underground Storage Tank Consulting</li> <li>• Hazardous Chemicals Materials Inventory Management and Business Plans</li> <li>• Phase I: Environmental Site Assessments (HSLA)</li> <li>• Phase II: Soil and Groundwater Investigation</li> <li>• Asbestos and Lead-Based Paint Testing and Consulting</li> <li>• Environmental Information Management System (ADAM)</li> <li>• Employee Information Management System (SMART)</li> </ul>



**Professional Qualifications and Experience**

ACC has provided as-needed environmental consulting services to the OUSD since 1995, performing over 400 projects including: AHERA reinspections, hazardous material surveys (including identification of all hazardous materials that may be impacted during construction, such as, Asbestos, Lead, Mercury, PCB, Refrigerants, Chemicals, Solvents, Heating oils and hydraulic fluids that might be disturbed by the building project), mold and biological investigations, modernization projects, abatement oversight, final clearances and soil sampling. ACC is familiar with all sites related to this project and has historical Hazardous Material data on Fremont High School from previous surveys performed which will assist in our efficiency to complete this project.

Our team has surveyed thousands of buildings, including managing and designing over 10,000 hazardous material abatement projects. Our approach to surveys, project design and project management is quality focused, aimed at taking risk out of the equation while providing comprehensive and accurate reporting, design and oversight.

ACC's design specifications are comprehensive and clearly written using the most current methods to protect the needs and safety of our client's while achieving the most cost-efficient bids from qualified abatement contractors. ACC has developed state-of-the-art project management tools that assist in ensuring that all critical elements of the work are observed and documented.

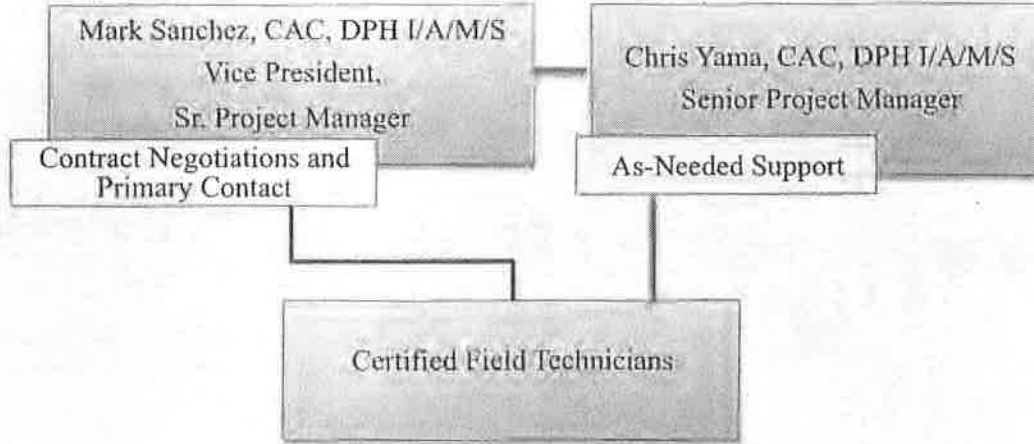
ACC's Project Managers and field staff members are Certified Asbestos Consultants or Site Surveillance Technicians, National Institute of Occupational Safety and Health (NIOSH) 583 trained and ACC participates in the American Industrial Hygiene Association's (AIHA) Proficiency Analytical Testing (PAT) Program. ACC maintains all the necessary equipment and the facility required to provide Phase Contrast Microscopy on-site or in our laboratory. Our qualified team has extensive experience with the Office of Public School Construction, the California Building Code, the California Green Building Standards Code, and other applicable California Code of Regulations.

ACC has provided hazardous materials abatement design and construction 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"><li>• New Design Charter School</li><li>• Oak Grove School District</li><li>• Oakland Unified School District</li><li>• Petaluma City Schools</li><li>• Roseland School District</li><li>• Round Valley Unified School District</li><li>• Santa Rosa City School District</li><li>• Sunol Glen Unified School District</li><li>• West Sonoma Unified High School District</li></ul>	<ul style="list-style-type: none"><li>• Alameda Unified School District</li><li>• Berkeley Unified School District</li><li>• Community Harvest Charter School</li><li>• Fremont Community Church, Christian Community School</li><li>• Healdsburg Unified School District</li><li>• Livermore Valley Joint Unified School District</li><li>• Los Angeles Unified School District</li><li>• National Center for International Schools</li></ul>
---	--



### Core Project Team



ACC will utilize the below Certified Technical Staff as needed throughout this project. Additional Resumes as well as proof of certification will be provided upon request.

### Key Technical Staff Certificate Summary (Northern California)

Name	Position	ACC Environmental Technical Staff Certifications & Licenses											
		Cal-OSHA Certified Asbestos Consultant	Cal-OSHA Certified Site Surveillance Technician	CA DPH Lead Certification	AHERA Contractor/Supervisor	AHERA Inspector	AHERA Management Planner	AHERA Project Designer	NIOSH 7400 Air Sampling Analysis Training	Other	GH	Professional Geologist	40-Hour HAZWOP
Ben Schulte-Bisping	Asst. Project Manager		#11-4831	IA 24564	X	X			X				X
Chris Yama	Project Manager	#98-2356		I/A/M-3814	X	X	X	X	X	LEED AP, CHMM, REA			X
Ian Sutherland	Project Geologist										PG #9196		X
Jim Wilson	President	#06-4043			X	X	X	X					
Kim Bunting	Technician in Training		Pending	Pending					X				X
Rachel Gehrman	Technician in Training		Pending	Pending		X			X				X
Matt Reilly	Technician in Training		Pending	Pending		X			X				X
Mark Sanchez	Vice President	#92-0082		I/A/M/S-5150	X	X	X	X	X	CHMM, REA			X
Massoud Navvab	Technician	#98-2531		I/A/M-8555	X	X	X	X	X				
Misty Kaltreider, CEG	Associate Geologist										CEG #2466		X
Jorge Leon	Technician		Pending	ST-27284	X	X							X
James Estes	Project Manager	#08-4346		S/T-22912	X	X	X	X	X				
Fred Cereno	Technician	06-3939			X	X	X	X	X	CSP	Pending		X



**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 HIAZWOPER 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	



**Chris Yama**

Project Manager

CAC, LEED AP, CHMM, CA/DPH

---

Mr. Yama has experience various asbestos and lead paint projects. His experience includes writing full asbestos and lead survey reports, proposals, abatement specifications for contractors and conducting job bid walks, overseeing field inspectors, mold investigations, indoor air quality assessments and teaching asbestos and lead-based paint Maintenance and Operations classes. Chris is the Radiation Safety Officer for ACC Environmental Consultants, Inc.

Mr. Yama client base includes University of California, Davis, C&H Sugar Company, Shasta County, The Salvation Army, EBALDC, Healdsburg Unified School District and Santa Rosa City Schools.

Mr. Yama has performed project management of hazardous materials on several construction projects at UC Davis. Projects include: 1) Demolition of several buildings for the construction of Giedt Hall. 2) Demolition of several buildings for the construction of the Physical Sciences Expansion. 3) Installation of Fire Sprinklers at Briggs Hall. 4) Major renovation projects at Kerr, Hunt and Robbins Halls. 5) Major renovation projects at the Tercero, Segundo and Regan Dorms. 6) Demolition of the Old Segundo Dining Center for the construction of the Student Activities Center. 7) Demolition of twelve dormitory buildings at Tercero for the construction of Tercero 3 Dorms 8) Demolition of several buildings for the construction of the Student Community Center.

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** M.S.B.A., Environmental Management, San Francisco State University  
B.S., Business Economics, UC Santa Barbara

**Certificates and Registrations** Cal/OSHA Certified Asbestos Consultant  
CA/DPH Certified Lead Inspector/Assessor/Monitor  
LEED Accredited Professional  
Certified Hazardous Material Manager  
EPA Certified Building Inspector  
EPA Certified Management Planner  
EPA Certified Contractor Supervisor  
EPA Certified Project Designer  
OSHA 40-hour Hazardous Waste Operation and Emergency Response  
Niton Radiation Safety

**Areas of Professional Expertise** Asbestos abatement *15 yrs* Project management *12 yrs*  
Air monitoring *15 yrs* Bulk sampling *15 yrs*  
Site Inspection *15 yrs* Report preparation *15 yrs*  
Survey and hazardous assessment *15 yrs*  
Training/educational instruction *10 yrs*





## 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 comprised of a Sr. Project Manager (SPM), certified technicians and administrative staff to provide client communication, project oversight and technical monitoring and document submittal during and after completion of each phase of the project. ACC will communicate with OUSD to ensure consistent response times to meet all projected requirements.

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

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.

ACC has pioneered the use of automated inspection data gathering and report writing tools. ACC streamlines the deliverable process for all reports and documentation allowing us to provide timely and economical reports.

### **3. Approach and Understanding**

**Approach to Scope of Work:** ACC has a long and successful history of working on small and large-scale surveys, abatement and demolition projects in the K-12 school setting. We will work diligently to ensure all DSA requirements as well as other local, district, state and federal regulations are addressed and followed closely.

TASK 1: ACC will conduct sampling to identify all hazardous materials within the defined project areas.

TASK 2: ACC will develop construction documents for abatement, removal and management of identified hazardous materials associated with the construction project.

TASK 3: ACC will provide monitoring services during the construction phase of the project to insure activities comply with the contract documents and applicable laws and regulations. Our extensive experience in hazardous materials investigations, abatement project design, project estimating and project management allows us to anticipate challenges and to act proactively.



ACC has performed environmental consulting services for OUSD for over 20 years and has an intimate relationship with facilities. During this time ACC has performed projects for all project sites identified in the RFP. It is our understanding that this project requires new sampling be performed for each of the subject project areas and this proposal reflects that requirement, however as a result of our long service to OUSD we have compiled sampling data for both asbestos and lead paint as well as additional Hazardous Materials that may be useful to enhance the accuracy and cost effectiveness of these projects. If awarded the project, ACC will review our database to determine if data is available that would be valid and applicable to develop appropriate and compliant bid documents. Prior to performing inspections of the area ACC will confer with the OUSD design team regarding this information and proceed as directed.

### **Technical Approach**

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

#### **Project Initiation and Execution: 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.

**Field Survey Work:** ACC will review existing survey reports and sample results available for each building. If the site inspection confirms that existing sampling is adequate and the data will be included on ACC material data forms as having already been sampled previous and this information will be included in the final report.

Upon the commencement of an asbestos and/or other hazardous materials survey, ACC will proceed in the following manner; 1) conduct a walk-through of the building take an inventory of all suspect building materials and components that will require testing for asbestos and/or lead and note each suspect material on the ACC's Material Information Form; 2) While taking inventory of all suspect asbestos and/or hazardous materials or components that will require sampling, ACC will also be filling out the Building Information Form, which provides all the details on the make up of the structure, age, length, width, type of construction, square footage, make up of both interior and exterior walls, floors, ceilings and mechanical systems. Typically this form is used on commercial and more complex structures. 3) Upon completing the inventory of all suspect materials that will require sampling, ACC will inspect the site and determine the presence and number of suspect materials to be sampled at the site. 4) ACC will obtain the appropriate number of samples in accordance with the related material using appropriate methods for sampling discussed below. 5) Lastly ACC will construct a floor plan sketch of the property showing all rooms, bathrooms, closets, etc. so that material and sample locations in the report can be located more easily by the reader.

#### **Preparation of Survey Reports**

Data collected during the survey is documented on ACC's Survey Data Forms, including the Material Information Form, Building Information Form and Chain of Custody with Sample Location Form. Quantities of materials, description of material locations and any damaged conditions of materials will be entered into final report. Sample results are entered into the report as soon as they are received from the laboratory.



A draft report is prepared and reviewed by the project manager and upon completion of the review the final Draft report is generated and provided to OUSD for review and comment. *Upon completion and if there are no unanswered questions after review of the report, a final report will be issued including five (5) hard copies as well as an electronic version in PDF Format.*

**The report will contain all requirements listed in the RFP.**

**Project Design:** Design of Asbestos Containing Materials, Lead-Based Paint/Lead-Containing Materials and Other Hazardous Substances Methodologies and Specification and Monitoring Lead-Based Paint/Lead Containing Materials, Asbestos and Other Hazardous Substances Abatement work will be prepared upon request or as needed.

**Abatement Design, Specification and Bidding Assistance:** ACC provides cost effective and safe abatement methodologies incorporating the best project management principals in accordance with local, state and federal regulations.

**Laboratories**

All outside laboratories used by ACC are fully accredited by DOHS and participate in NIOSH (PAT), AIHA, ELPAT, and NAVLAP. ACC selects outside laboratories based on accreditation, timeliness (contracted turn around time) and accuracy of samples submitted for analysis.

ACC works with these labs on a daily basis and is able to negotiate both best costs and services for all forms of sample analysis. All laboratories publish and follow approximately the same time frames for turn around of sample analysis. Ensuring the best service from the lab however requires the consultant to communicate properly with the labs as well as to execute best practices in obtaining samples and transmitting them to the laboratory.

**Past Projects:**

Below is a sample of K-12 projects performed by ACC over the past five 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. **Claremont Middle School, 5750 College Ave., Oakland, CA**  
**Comprehensive Asbestos and Lead Survey for Planned Demolition Project**  
ACC performed a pre-demolition Asbestos and Lead Survey of the fire damaged building at Claremont Middle School. ACC performed thorough sampling of all areas that potentially contained Hazardous Materials and would be disturbed during the demolition. A comprehensive report and plan was submitted to the District. Duration: 7/29/15, One Day  
Rocky Borton  
510-879-8625, [rock.borton@ousd.k12.ca.us](mailto:rock.borton@ousd.k12.ca.us)
  
2. **Allendale School Main and Ancillary Buildings, Oakland, CA**  
**Fire Alarm Replacement Project**  
ACC provided asbestos abatement project management and air monitoring services during the OUSD Fire Alarm Replacement project at Allendale School. Also provide limited sampling for asbestos-containing materials and lead-based paint. Site work includes the main building as well as a two-story



ancillary building. ACC has provided similar services at several OUSD sites. Duration: 6/12/2015-9/15/2015

Lee Sims

510-535-7094, [lee.sims@ousd.k12.ca.us](mailto:lee.sims@ousd.k12.ca.us)

**3. Lum Elementary School, 1801 Sandcreek Way, Alameda, CA**

**Limited Hazardous Material Survey for Planned HVAC Upgrade Project**

ACC performed a limited asbestos and lead survey to identify suspect asbestos containing building materials and screen suspect loose & peeling lead-containing paint that may be impacted during the planned HVAC Upgrade Project. Duration: One Day, May, 2014

Stuart Watson, Alameda Unified School District

[swatson@alameda.k12.ca.us](mailto:swatson@alameda.k12.ca.us)

**4. McClymonds High School, Oakland, CA**

**Fire Alarm Replacement Project**

ACC provided asbestos abatement project management and air monitoring services during the Fire Alarm Replacement Project. ACC representatives observed contractor activities and perform daily air monitoring outside the work areas, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site. ACC provided project documentation package which will include a written summary of the project, environmental and clearance air monitoring results, contractor submittals, project notes and daily log sheets to serve as documentation of the proper removal and handling of hazardous materials from the sites. ACC worked closely with DSA during this project and submitted all required documentation. Duration: December 2014

Mary Ledezma, 510-535-7055, [mary.ledezma@ousd.k12.ca.us](mailto:mary.ledezma@ousd.k12.ca.us)

**5. Alameda High School – Emma Hood Swimming Pool, Alameda, CA**

**Hazardous Material Project Design & Contractor Oversight for Pool Repairs**

ACC provided project management and air monitoring services during the removal of the hazardous materials. ACC representatives observed contractor activities and perform daily air monitoring outside the work areas, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site. ACC provided project documentation package which will include a written summary of the project, environmental and clearance air monitoring results, contractor submittals, project notes and daily log sheets to serve as documentation of the proper removal and handling of hazardous materials from the sites. Duration: January 2012, one month

Kristi Ojigbo

510-337-7024, [kojigbo@alameda.k12.ca.us](mailto:kojigbo@alameda.k12.ca.us)

**6. King Estates, Oakland, CA**

**Seismic Retrofit/Oakland Unified School District**

ACC performed a hazardous materials assessment and provided abatement specifications for the removal of hazardous materials during the seismic retrofit project. ACC representatives observed contractor activities and perform daily air monitoring outside the work areas, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site. ACC provided project documentation package which will include a



written summary of the project, environmental and clearance air monitoring results, contractor submittals, project notes and daily log sheets to serve as documentation of the proper removal and handling of hazardous materials from the sites. Duration: July – September 2012

Mary Ledezma

510-535-7055, mary.ledezma@ousd.k12.ca.us

**7. Montera Middle School, Oakland, CA**

**Seismic Retrofit/Oakland Unified School District**

ACC performed a hazardous materials assessment and provided abatement specifications for the removal of hazardous materials during the seismic retrofit project. ACC representatives observed contractor activities and perform daily air monitoring outside the work areas, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site. ACC provided project documentation package which will include a written summary of the project, environmental and clearance air monitoring results, contractor submittals, project notes and daily log sheets to serve as documentation of the proper removal and handling of hazardous materials from the sites. Duration: April 2012

Mary Ledezma, 510-535-7055, mary.ledezma@ousd.k12.ca.us

**8. Junction School, 298 Junction Ave., Livermore, CA**

**Hazardous Materials Survey and Project Coordination and Oversight**

ACC performed hazardous materials assessment and provided abatement specifications for the removal of hazardous materials throughout various areas of Junction School. ACC provided air-monitoring services following the removal of hazardous materials from the work areas. Duration: December 2012 – January 2013

Jan Shipley

925-606-3390, jshipley@livermore.k12.ca.us

**9. Historic Alameda High School Seismic Mitigation/Alameda Unified School District**

ACC performed a hazardous materials assessment and provided abatement specifications for the removal of hazardous materials for Historic Alameda High School Library Wing, District Office Wing and Former Adult School Building. ACC representatives observed contractor activities and perform daily air monitoring outside the work areas, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site. ACC provided project documentation package which will include a written summary of the project, environmental and clearance air monitoring results, contractor submittals, project notes and daily log sheets to serve as documentation of the proper removal and handling of hazardous materials from the sites. Duration: Multiple Days, August 2012

Robbie Lyng

510-337-7024, rlyng@alameda.k12.ca.us

**10. Hopkins Pre-School 1810 Hopkins Street, Berkeley, CA**

**Hazardous Materials Assessment and Abatement Oversight**

ACC provided hazardous material assessment, technical specifications, project management and oversight for the renovation at Hopkins Pre-School. Alternations included ADA upgrades, roof replacement, painting and fire alarm. ACC representatives observed contractor activities and perform daily air monitoring outside the work areas, review the work procedures, monitor compliance with federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance,



observe worker safety procedures and prepare a daily log of contractor activities while on-site. ACC provided project documentation package which will include a written summary of the project, environmental and clearance air monitoring results, contractor submittals, project notes and daily log sheets to serve as documentation of the proper removal and handling of hazardous materials from the sites. Duration: Sampling – done over one week. Oversight – over three days. This was a two phase project which began in December 2012 and was completed June 2013  
Chris Sindayen, Turner Construction  
[csindayen@tcco.com](mailto:csindayen@tcco.com)

### **MORE PROJECT EXAMPLES MAY BE PROVIDED UPON REQUEST**

#### **ACC's 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 asbestos and lead-based paint 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 Air Quality Management District and Cal/OSHA inspectors who often visit our job sites. 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.

**ACC maintains a Policy and Procedure Manual that outlines our Firm's approach to Quality Assurance and Quality Control, specifically relating to:**

- **Monitoring Methods:** ACC has provided project oversight for thousands of abatement projects over the past 29 years. Our field certified staff provides continuous monitoring of each project. We advocate and maintain a pro-active approach in working with contractors and clients to ensure that a project is conducted in the most timely and cost effective manner while maintaining the highest level of safety for all stakeholders. Our staff's chief mission when on site is to monitor and record the conduct of the abatement contractor while the work is performed. Through the use of good communications and comprehensive understanding of the project requirements ACC asserts our authority in timely and appropriate ways whenever a potential issue is observed to act proactively before it becomes a hazard.
- **Air Sampling and Reducing Exposure Levels:** A primary principal of hazardous material management is to minimize the possibility of exposure risk. ACC adheres to this principal when designing management programs for facilities or specifications for abatement projects.
- **Management Plans:** We develop management programs that emphasize proper management of hazardous materials starting with gaining a clear understanding of the materials and condition in the subject facility through surveys and assessments of condition. We have developed hazardous materials data management software that is a very effective tool to manage these materials. We ensure compliance by providing training to key personnel in the basic policies and procedures of appropriate maintenance to ensure prompt recognition and response to issues of concern.
- **Abatement Oversight Procedures:** We are committed to ensure that contractors use best practices in performing the work of the project. We emphasize in our specifications requirements to be executed by the contractor (work area isolation, negative pressure differential containments, use of new and properly operating equipment, DOP testing of all negative differential equipment on site, properly trained crews etc.) as well as a clear enforcement of monitoring procedures by the oversight staff.
- **Air Pressure Differential Monitoring:** During asbestos removal, it is critical to control the flow of air in the work area to assure that areas outside the work area are not contaminated by asbestos fiber and smoke generated by welding. To accomplish this, a negative differential air exchange is created where outside (clean) air is pulled into the work area, filtered through High Efficiency Air Filters (HEPA) and charcoal pre-filters and then exhausted outside the work area directed away from the buildings air intake mechanisms. As long as there is a negative pressure, fibers cannot disperse to other areas of the building and by controlling the smells and direction of the exhaust we can minimize the impact the work will have on adjoining occupied areas. ACC will also perform periodic walks of adjacent floors to detect smells eliminating from the work area.
- **Periodic and Final Inspections Post Final Air Clearances:** Because of the nature of the work ACC will perform daily periodic inspections of the work area to ensure that containments remains intact and breach free throughout the duration of the abatement work. Upon completion of each phase of the project, a job walk-through is performed. The contractor, ACC Project Manager and OUSD' Project Manager will inspect the



areas to assure that the contractor properly completed the project. During the walk-through, a "punch list" of corrective actions required, such as items damaged or broken during the abatement process, is developed. The contractor is responsible for correcting items identified on the list.

#### **4. L/SL/SLBRE Certification**

ACC is certified by the City of Oakland as a Small Local Business Enterprise (SLBE) 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

### References

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:

<p>Jan Shipley Livermore Valley Joint Unified School District 925-606-3390, <a href="mailto:jshipley@livermore.k12.ca.us">jshipley@livermore.k12.ca.us</a></p>	<p>Jeff Muegge Oakland Housing Authority 510-535-3151, <a href="mailto:jmuegge@Oakha.org">jmuegge@Oakha.org</a></p>
<p>Robbie Lyng Alameda Unified School District 510-337-7090, <a href="mailto:rlyng@alameda.12.ca.us">rlyng@alameda.12.ca.us</a></p>	<p>Jason Garrison Alameda County General Services Agency 510-208-9520, <a href="mailto:jason.garrison@acgov.org">jason.garrison@acgov.org</a></p>
<p>Daniel Klingebiel National Center for International Schools 415-850-3755, <a href="mailto:Daniel@ncissf.org">Daniel@ncissf.org</a></p>	

**Staff:** ACC has a team of 26 permanent employees. Our technical 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.



**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.

### **Field Equipment**

Equipment: Listed below is a partial list of the equipment owned and operated by ACC to perform the array of services required by the RFP:

- 6 Phase Contrast Microscopes
- 123 High flow air-monitoring pumps
- 15 Low flow personal air monitoring pumps
- 2 Niton X-Ray Fluorescence Spectrum Analyzers, with has six certified operators on staff
- 2 Thermal Imaging infrared cameras
- 3 Boroscopes
- 10 Moisture meters
- 3 DryCal Air Flow Calibrators
- 2 Gilibrator Calibrators

ACC maintains all the necessary equipment required to provide Phase Contrast Microscopy on-site or in our laboratory. ACC participates in the AIHA Proficiency Analytical Testing (PAT) Program and all of our field technicians are trained to provide NIOSH 7400 PCM analysis on-site during asbestos removal activities.

ACC equipment is always in top-notch condition and is calibrated on a regular bases. High (0 to 20 lpm) and low-flow (0 to 4 lpm) rotometers are secondary, field calibration devices for most sampling ACC conducts (i.e. TEM, PCM, dust, mold and bacteriological sampling). These devices are calibrated every six months using a primary standard. ACC either sends the rotometers out to a lab for calibration or calibrates them in-house using a Gilibrator or DryCal Air Flow Calibrator.

All technicians must carry the corresponding calibration curve/information with them at all times on projects. Technicians should also note the rotometer ID on each sampling chain of custody form (internal and external labs). Additionally, on Cal/OSHA regulated projects, Cal/OSHA may ask to review the calibration records for the secondary calibration devices used on those jobs.

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.



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



## LOCAL BUSINESS PARTICIPATION WORKSHEET

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

Prime Consultant: ACC Environmental Consultants, Inc.

Project: Fremont High School Modernization & New Construction

RFP: Hazardous Material Abatement Consulting Services

Date: November 24, 2015

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: ACC Environmental Consultants Address: 7977 Capwell Drive, Suite 100  Phone: 510-638-8400 x 104 Email: msanchez@accenv.com	100%	100%	100%		#1640
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
Company: Address:  Phone: Email:					
<b>TOTAL PARTICIPATION</b>					

Approval – LBU 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

<b>Experience Modification(s) – last 10 years:</b>			
<b>Rating Year</b>	<b>X-Mod</b>	<b>Type</b>	<b>Rerate</b>
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

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

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

<b>Additional Names on current policies</b>
ACC ENVIRONMENTAL CONSULTANTS, INC.



## 6. Professional Fees

Attachments

Bid Form

Standard Hourly and Unit Cost







# 2015 Annual Fee Schedule

(Valid through January 31, 2016)

Cost of labor services shall be as follows:

<i>Labor Classification</i>	<i>Base Hourly Rate</i>
Expert Witness / Testimony	\$ 275.00
Principal	\$ 250.00
Certified Industrial Hygienist	\$ 250.00
Professional Engineer	\$ 250.00
Computer Programmer	\$ 200.00
Professional Geologist	\$ 200.00
Senior Project Manager/Designer	\$ 150.00
Trainer	\$ 125.00
Project Manager / Project Geologist	\$ 125.00
Assistant Project Manager / Assistant Project Geologist	\$ 110.00
Staff Geologist / Engineer	\$ 95.00
Database Manager	\$ 95.00
Project Scientist, Project Hygienist, or Technician, Level II	\$ 92.50
<i>(Overtime and/or Nights as defined below)</i>	\$ 115.50
<i>(Double-time and/or Weekends as defined below)</i>	\$ 138.75
Project Hygienist, or Technician, Level I	\$ 85.00
<i>(Overtime and/or Nights as defined below)</i>	\$ 106.25
<i>(Double-time and/or Weekends as defined below)</i>	\$ 127.50
CAD Draftsperson	\$ 70.00
Project Assistant	\$ 70.00
Administrative Support Personnel	\$ 65.00
Data Entry Clerk	\$ 60.00

These rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Overtime (hours in excess of 8 and up to 12 in one working shift) and/or night hours (weekdays, Monday through Thursday 6:00 PM to 6:00 AM) shall be charged at 125% of the base rates above or as indicated under Technician I/II classifications. Double-time (hours in excess of 12 in one working shift) and/or Weekend hours (between 6:00 PM Friday and 6:00 AM Monday) shall be charged at 150% of the base rates quoted above or as indicated under Technician I/II classifications. In the event that the client requests ACC to respond to an emergency situation (i.e. asbestos spill, etc.) and ACC staff are pre-assigned to an existing project, the emergency response may be billed at 125% to compensate for overtime rates or 150% to compensate for double-time rates. Minimum charge for Technicians shall be four (4) hours per day. All rates stated herein will remain in effect through January 31, 2015. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended past January 31, 2015.

### ACC Industrial Hygiene Laboratory Fees

Resource	Fee	Unit
Airborne Metals Analysis (Single Metal by Flame AA) 24 Hour	\$35.00	Each
Airborne Metals Analysis (Single Metal by Flame AA) 3-5 Days	\$20.00	Each
Airborne Metals Analysis (Single Metal by Flame AA) RUSH <24 Hour	\$41.25	Each
Airborne Metals Analysis (up to 5-Metals by ICP) 2-4 Days	\$100.00	Each
Airborne Metals Analysis (up to 5-Metals by ICP) 5 Days	\$85.00	Each
Asbestos Soil Analysis (CARB 435) 3-5 Days	\$172.50	Each
Bulk Metals Analysis (Single Metal by Flame AA) 2-4 Days	\$20.00	Each
Chromium VI Air Sample Analysis (48hr TAT)	\$100.00	Each
Coliform Sample	\$50.00	Each
Dust Wipe Sample (Mercury) 3-day	\$85.00	Each
Formaldehyde Air Sample (72-hr TAT)	\$125.00	Each
Formaldehyde Air sample (5 Days TAT)	\$100.00	Each
Lead Air Samples (5-day TAT)	\$15.00	Each
Lead Air Samples (24-hour)	\$30.00	Each
Lead Air Samples (3-hour)	\$45.00	Each
Lead Air Samples (6-hour)	\$37.50	Each
Lead Air Samples (72-hr)	\$18.00	Each
Lead Bulk Sample (24-hour)	\$20.00	Each
Lead Bulk Sample (6-hours)	\$37.50	Each
Lead Soil Sample	\$30.00	Each
Lead STLC (5-day TAT)	\$100.00	Each
Lead STLC (72-hour)	\$125.00	Each
Lead TCLP (72-hour)	\$125.00	Each
Lead TTLC (48-hour)	\$20.00	Each
Lead TTLC (24-hour)	\$25.00	Each
Lead TTLC (6-hour)	\$37.50	Each
Lead Water Sample (72-hour)	\$50.00	Each
Lead Wipe Sample 48-hour)	\$20.00	Each
Lead Wipe Sample (24-hour)	\$25.00	Each
Lead Wipe Sample (6-hour)	\$37.50	Each
Legionella Water Samples	\$125.00	Each
Mercury Air Sample	\$75.90	Each
Non-Viable Biological Air Sample (24-hour)	\$75.00	Each
Non-Viable Biological Air Sample (Rush)	\$85.00	Each
Non-Viable Biological Air Sample w/ Particles (24-hour)	\$80.00	Each
Non-viable Biological Air Samples (Weekend Rush)	\$125.00	Each
Non-Viable Biological Bulk Sample (24-hour)	\$65.00	Each
Non-Viable Biological Bulk Sample (Rush)	\$75.00	Each
Non-viable Biological Bulk Sample (Tape Lift/Microvac/Bulk Samples) 5 Day	\$60.00	Each
Nuisance Dust (Respirable) 24 Hours	\$40.00	Each
Nuisance Dust (Total) 24 Hours	\$40.00	Each

OVM Badge 31 VOC Screening	\$225.00	Each
Particle ID by PLM, Air Sample	\$172.50	Each
Particle ID by PLM, Bulk Sample	\$172.50	Each
Particulate Characterization (by PLM) 5 Days	\$180.00	Each
Particulate Characterization (by TEM/SEM) 5 Days	\$180.00	Each
PCB Analysis 8020 (5-day TAT)	\$125.00	Each
PCM Onsite Analysis - Rush	\$20.00	Each
PCM Sample Analysis Lab - Rush	\$25.00	Each
PCM Sample Analysis - 24 Hours	\$20.00	Each
PLM - Particulate Characterization	\$175.00	Each
PLM (Asb. Bulk) - 24 Hours	\$20.00	Each
PLM (Asb. Bulk) <24 Hours RUSH	\$25.00	Each
PLM (Asb. Bulk) >24 Hours	\$15.00	Each
PLM (Asb. Bulk) 1000 Point Count	\$90.00	Each
PLM (Asb. Bulk) 400 Point Count	\$75.00	Each
PLM Additional Layer(s) Complex bulk (Asb. Bulk) >24 Hours	\$10.00	Each
RCRA-8 Metals (5-day Turn-around)	\$150.00	Each
Sewage Screen (Qualitative) Mug Test	\$50.00	Each
Sewage Screen (Quantitative) 48-72 hour TAT	\$125.00	Each
Sewage Screening (24-hour Turn-Around)	\$85.00	Each
Silica (Quartz) Analysis (5-day) (7500)	\$100.00	Each
Silica (Quartz) Analysis (72-hour) (7500)	\$125.00	Each
Transmission Electron Microscopy (AHERA Air Sample) - 3-hour Rush	\$325.00	Each
Transmission Electron Microscopy (AHERA Air Sample) - 6-hour Rush	\$150.00	Each
Transmission Electron Microscopy (AHERA Air Sample) - 24-hour	\$125.00	Each
Transmission Electron Microscopy (AHERA Air Sample) - Night/Weekend	\$150.00	Each
Transmission Electron Microscopy - NIOSH 7402 Air (24hr TAT)	\$175.00	Each
Transmission Electron Microscopy - NIOSH 7402 Air (Rush TAT)	\$200.00	Each
Transmission Electron Microscopy Micro-Vac ASTM D5755-03 48-Hr	\$160.00	Each
Transmission Electron Microscopy Microvac Qualitative Analysis 24Hr	\$105.00	Each
TO-15 Analysis (Summa Canister) - 5 Day	\$385.00	Each
TO-15 Analysis with Library Search (Summa Canister) - 48Hr RUSH	\$575.00	Each
TO-15 w/10 TIC, 10-day TAT	\$255.00	Each
TO-15 w/10 TIC, 5-day TAT	\$295.00	Each
TVOC Air Sample - 5 Day	\$220.00	Each
TVOC Air Sample including 4-PCH - 5 Day	\$300.00	Each
TVOC Qualitative Analysis by GC/MS - 5 Days	\$350.00	Each
TVOC Quantitative Analysis by GC/MS - 5 Days	\$450.00	Each
Viable Biological Air Sample	\$90.00	Each
Viable Biological Bulk Sample (Anderson Sampler) 7-10 Days	\$70.00	Each
Viable Biological Bulk Sample (Swab/Bulk Sample) 7-10 Days	\$70.00	Each
Viable Biological Bulk Sample (swab/wipe/bulk) 7-10 Days	\$70.00	Each
Water Samples (Iron, Copper, Lead) - 3 Day	\$80.00	Each
Welding Fume Analysis (13 Metals; 5 day TAT)	\$160.00	Each

Welding Fume Analysis(13 Metals: 1 day TAT)

\$300.00 Each



## **7. Joint Ventures**

Not Applicable

## **8. Indemnification Provisions**

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



## 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	10-28-16				
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	\$ 71,000.00
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	\$ 71,000.00

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



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Fremont H.S. New Construction Project	<b>Site</b>	302
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
<b>Attachment Checklist</b>	<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					
<b>Contractor Name</b>	ACC Environmental Consultants	<b>Agency's Contact</b>	Stephen Jackson		
<b>OUSD Vendor ID #</b>	V057331	<b>Title</b>	Project Manager		
<b>Street Address</b>	7977 Capwell Drive, Suite 100	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-638-8400	<b>Policy Expires</b>	10-28-2018		
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	13158				

Term			
<b>Date Work Will Begin</b>	3-1-2016	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-31-2020

Compensation			
<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$ -0-
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
9450	Fund 21, Measure J	3029905812	6170	\$-0-

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
1.	<b>Director, Facilities Planning and Management</b>			
	Signature	Date Approved	11/14/17	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	Signature	Date Approved	11/16/17	
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	Signature	Date Approved		
4.	<b>Senior Business Officer, Board of Education</b>			
	Signature	Date Approved		
5.	<b>President, Board of Education</b>			
	Signature	Date Approved		