

<b>Board Office Use: Legislative File Info.</b>	
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


OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Powerful Students.

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education   
By: Vernon Hal, Senior Business Officer   
Joe Dominguez, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** August 24, 2016

**Subject** Independent Consultant Agreement for Professional Services - ACC Environmental Consultants - Joaquin Miller Elementary School Fire Alarm Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services between the District and ACC Environmental Consultants, Oakland, CA., for the latter to provide asbestos & lead survey and report and monitoring of the abatement process, in conjunction with the Joaquin Miller Elementary School Fire Alarm Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 25, 2016 and concluding no later than August 25, 2017, in an amount not-to exceed \$29,000.00.

**Discussion** Work is needed prior to the replacement of the new fire and intrusion alarm.

**LBP** (Local Business Participation Percentage) 100.00%

**Recommendation** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services between the District and ACC Environmental Consultants, Oakland, CA., for the latter to provide asbestos & lead survey and report and monitoring of the abatement process, in conjunction with the Joaquin Miller Elementary School Fire Alarm Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 25, 2016 and concluding no later than August 25, 2017, in an amount not-to exceed \$29,000.00.

**Fiscal Impact** Fund 21, Measure B

**Attachments**

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



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

Legislative File ID No. 18-1792

Department: \_\_\_\_\_

Vendor Name: ACC Environmental

Project Name: Frick ISS Project No.: 07120

Contract Term: Intended Start: 8/25/2016 Intended End: 8/25/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 29,000.00

Approved by: Joe Dominguez

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

Local Business Policy? Yes  No

How was this Vendor selected?

They are a District hazmat consultant selected through a competitive selection process.

Summarize the services this Vendor will be providing.

Testing of materials within the buildings, submitting a report and monitoring the hazmat removal.

Was this contract competitively bid? Yes  No

If No, please answer the following:

1) How did you determine the price is competitive?

\_\_\_\_\_

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**

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

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Joaquin Miller Elementary School Fire Alarm

THIS INDEPENDENT CONSULTANT AGREEMENT is made and entered into and upon Board of Education approval as indicated below by and between ACC Environmental Consultants and Oakland Unified School District. Contractor and District may be referred to herein individually as a "Party" or 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 project is to provide asbestos & lead survey and report and monitoring of the abatement process.

- 2. Term. Contractor shall commence August 25, 2016, and concluding no later than August 25, 2017. 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 Twenty-nine thousand dollars and no cents (\$29,000.00). 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 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**

ACC Environmental Consultants  
7977 Capwell Drive, Suite 100

Oakland, CA 94621  
Attn: Mark Sanchez  
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.

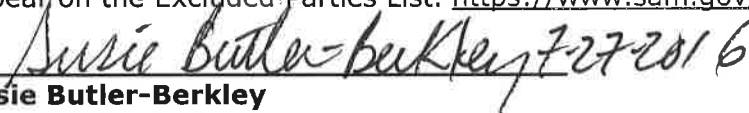
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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.

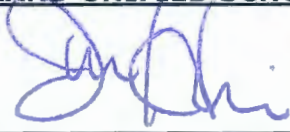
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

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**

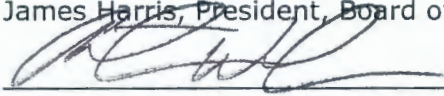
ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**



James Harris, President, Board of Education

8/25/16  
Date

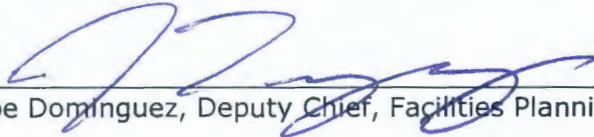


Antwan Wilson, Superintendent & Secretary, Board of Education

8/25/16  
Date

Vernon Hall, Senior Business Officer

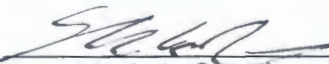
Date



Joe Dominguez, Deputy Chief, Facilities Planning & Management

Date

**CONTRACTOR**




By: Mark A. Sanchez, CAC, CHMM

7/19/2016

Its: Vice President

Date

**APPROVED AS TO FORM:**



OUSD Facilities Legal Counsel

Date

7.29.16

**Information regarding Contractor:**

Contractor: ACC Environmental Consultants **EIN** 94-300-2813  
License No.: \_\_\_\_\_ Employer Identification and/or Social Security Number

Address: 7977 Capwell Drive, Suite 100  
Oakland, CA 94621

Telephone: 510-638-8400

Facsimile: 510-638-8404

E-Mail: msanchez@accenv.com

Type of Business Entity:  
 Individual  Sole  
 Proprietorship  
 Partnership  Limited  
 Partnership  
 Limited Liability Company  
 Corporation, State: California  
 Other: \_\_\_\_\_

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

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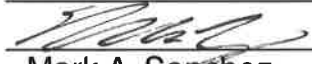
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**WORKERS' COMPENSATION CERTIFICATION**

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: 7/19/2016  
Proper Name of Contractor: ACC Environmental Consultants, Inc.  
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:

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# Environmental Project Cost Estimate

## Project Information

### Comprehensive Asbestos & Representative Lead Sampling Survey

Joaquin Miller Elementary School  
5525 Ascot Drive  
Oakland, CA

## Client Information

John Esposito  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

EXHIBIT A

ACC Project No.: 70191

Date Prepared: Monday, June 13, 2016

## Scope of Work Description

### Task 1.0 Asbestos & Lead Survey and Report

ACC shall conduct an asbestos survey and lead paint screening of Joaquin Miller Elementary School, located at 5525 Ascot in Oakland, California in connection with the planned project activities. ACC will conduct an asbestos survey per EPA's NESHAPS/AHERA protocol for the survey areas.

ACC estimates up to 180 asbestos bulk samples will be collected and delivered to an independent laboratory for analysis by Polarized Light Microscopy (PLM) with a 24-hour turnaround time. PLM samples include up to 3 layers within each sample; multi-layered material include floor tile and adhesives, gypsum wallboard, taping compound, texturing compounds, roofing materials, etc. ACC has designed the work using a team comprised of Cal/OSHA certified personnel to perform the asbestos survey work.

ACC will conduct a limited lead bulk sampling screening of representative major paint colors for the interior and exterior of the site. Samples will be collected by ACC's California Department of Public Health (CADPH) Certified Lead Inspector Assessors and Sampling Technicians. One to three samples of each homogenous suspect lead-containing materials will be collected. Visible color and texture of suspect materials will determine homogeneity. Analysis of lead samples will be by NIOSH 7082 Flame Atomic Absorption (Flame AA). Samples will be delivered to an American Industrial Hygiene Association (AIHA ELLAP) and California Department of Public Health certified laboratory for metals analysis using NIOSH 7082 under a 24-hour turnaround time. At ACC's discretion, the laboratory may be instructed not to analyze additional homogeneous material samples after a material tests positive. ACC shall prepare a report of findings, which will include material descriptions, sample locations, descriptions of locations of materials tested, and quantities of asbestos-containing materials and of any lead-containing damaged/peeling paints or materials at the subject sites.

### Task 2.0 Technical Specifications

ACC shall prepare technical specifications for the removal of asbestos, lead and PCB containing materials identified in past asbestos, lead and universal waste surveys that will be impacted by the planned project activities. The technical work plan will include: the scope of work, written requirements and procedures to be followed during containment/work area preparation, asbestos and lead-based paint removal, and decontamination of the work.

### Task 3.0 Project Management and Oversight (subject to change based on findings of surveys and Contractor's schedule):

Following Client's approval of the written technical specifications, ACC will conduct a bid walk, in conjunction with Client representatives, with prospective contractors and develop any necessary clarifications to successfully price the building materials-related removal of asbestos, lead and universal waste materials. ACC will summarize abatement contractor bid packages and provide award recommendations for Client consideration.

ACC shall provide project management and air monitoring services during the removal of asbestos containing materials, lead and universal waste related activities. These services include air monitoring, on-site management of contractor activities, visual inspections, final clearance sampling, and project documentation.

ACC shall staff the project with a minimum of one full-time Certified Asbestos Professional and California Department of Public Health Lead Certified Personnel as required during the abatement contractor's schedule, Monday to Friday, 8-hours per day during normal working hours. ACC's personnel will be scheduled according to the abatement contractor mobilization, size of work area and expected number of daily personnel.

ACC representatives will be on-site during the containment setup through the completion of the abatement activities at each property unless otherwise directed by the Client. ACC representatives will observe 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 will use PCM (NIOSH 7400) analysis of all airborne asbestos samples on the project. In the event a sample exceed regulatory guidelines, ACC will submit the sample for TEM (AHERA) analysis upon request of the Client as additional analytical costs. Lead and universal waste related work will be visually inspected for adequate workmanship in relation to the work plan requirements; no lead air/wipe samples will be collected unless directed by the Client and charged at additional cost.

At the completion of the project, ACC shall submit a final project documentation package to client.

All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2016 Standard Terms & Conditions apply to all services.

No. Cal. Office: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • Phone (510) 638-8400 • Fax: (510) 638-8404

So. Cal. Office: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, CA 90017 • (213) 353-1240 • Fax: (213) 353-1244

**EXHIBIT B**  
**Hourly Personnel Rates**  
**and**  
**Schedule of Fees and Charges**

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**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

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

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

Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, ACC Environmental Consultants, Inc., 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: 7/19/2016  
Name of Consultant or Company: ACC Environmental Consultants, Inc.  
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, Inc. [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 19th day of July 2016 for the purposes of submission of this Agreement.

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

**Project Name: Comprehensive Asbestos & Representative Lead Sampling Survey**  
 Joaquin Miller Elementary School  
 5525 Ascot Drive  
 Oakland, CA

Esposito, John  
**Oakland Unified School District**  
 955 High Street  
 Oakland, CA 94601

**EXHIBIT A**

ACC Project No.: 70191

Monday, June 13, 2016

Task Number and Description	Unit Price	Units	Quantity	Amount
<b>Task 1.0 Comprehensive Asbestos &amp; Lead Survey wth Report</b>				
Asbestos and Lead Survey with Report	\$3,600.00	Each	1	\$3,600.00
PLM (Asb. Bulk) - 24 Hours	\$15.00	Samples	180	\$2,700.00
PLM (Asb. Bulk) 400 Point Count	\$65.00	Samples	14	\$910.00
Lead Bulk Sample (24-hour)	\$15.00	Each	25	\$375.00
			<b>Task Sub-total:</b>	<b>\$7,585.00</b>
<b>Task 2.0 Technical Specification</b>				
Project Manager	\$125.00	Hours	8	\$1,000.00
Administrative Support Personnel	\$65.00	Hours	8	\$520.00
			<b>Task Sub-total:</b>	<b>\$1,520.00</b>
<b>Task 3.0 Abatement Oversight &amp; Monitoring</b>				
Asbestos & Lead Abatement Monitoring Shift	\$1,000.00	Each	15	\$15,000.00
PCM Onsite Analysis	\$20.00	Samples	40	\$800.00
			<b>Task Sub-total:</b>	<b>\$15,800.00</b>

**Approved: \_\_\_\_\_ Total Environmental Consulting Services Cost: \$24,905.00**

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 PO Number: \_\_\_\_\_  
 Tasks Approved: \_\_\_\_\_ or ALL

*All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2016 Standard Terms & Conditions apply to all services.*



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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
7/19/2016

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(les) 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 Suncastr 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>	
INSURED <b>ACC ENVIRONMENTAL CONSULTANTS, INC.</b> 7977 CAPWELL DRIVE, SUITE 100 OAKLAND, CA 94621	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:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			<b>FEI-ECC-10782-03</b> <b>CPL RETRO: 03/20/89</b>	<b>10/28/15</b>	<b>10/28/16</b>	EACH OCCURRENCE \$ <b>5,000,000</b>
	<input checked="" type="checkbox"/> <b>POLLUTION LIAB</b>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
	<input type="checkbox"/> <b>CLAIMS MADE</b>						MED EXP (Any one person) \$ <b>5,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ <b>5,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			<b>02447227-8</b>	<b>01/13/16</b>	<b>01/13/17</b>	GENERAL AGGREGATE \$ <b>5,000,000</b>
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMP/OP AGG \$ <b>5,000,000</b>
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A	<b>ACWC709411</b>	<b>05/01/16</b>	<b>05/01/17</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
<b>A</b> <b>D</b>	<b>PROF. LIAB.</b> <b>CLAIMS MADE</b> <b>PROP/EQUIPMENT</b>			<b>FEI-ECC-10782-03</b> <b>RETRO: 03/20/89</b> <b>2751132</b>	<b>10/28/15</b>	<b>10/28/16</b>	EACH OCCURRENCE \$
							AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: PROJECT ACC#3029-271.00 OUSD JOAQUIN MILLER ELEMENTARY SCHOOL FIRE ALARM PROJECT OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, REPRESENTATIVES, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS AND VOLUNTEERS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. PRIMARY COVERAGE APPLIES. WAIVER OF SUBROGATION APPLIES TO W/C COVERAGE. 30 DAY NOTICE APPLIES. (BLANKET ENDORSEMENTS ATTACHED)**

CERTIFICATE HOLDER <b>OAKLAND UNIFIED SCHOOL DISTRICT</b> 955 HIGH STREET OAKLAND, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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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)**

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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**

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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.



## INDEPENDENT CONSULTANT AGREEMENT FOR ENVIRONMENTAL SERVICES ROUTING FORM

### Project Information

<b>Project Name</b>	Joaquin Miller Elementary School Fire Alarm	<b>Site</b>	142
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### 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
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### Contractor Information

<b>Contractor Name</b>	ACC Environmental Consultants	<b>Agency's Contact</b>	Mark Sanchez		
<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>	1-13-2017		
<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>	07120				

### Term

<b>Date Work Will Begin</b>	8-25-2016	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	8-25-2017
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### Compensation

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$29,000.00
<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.*

Resource #	Funding Source	Org Key	Object Code	Amount
9399	Fund 21, Measure B	1429901890	6170	\$29,000.00

### 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.

	<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	8/4/16		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature	Date Approved	8-4-16		
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			