

Board Office Use: Legislative File Info.	
File ID Number	25-2892
Introduction Date	1-14-2026
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Denise Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date January 14, 2026

Subject Amendment No. 2, General Services Agreement – ACC Environmental Consultants, Inc. – MLA at Maxwell Park Campus New Classroom Bldg. Modernization Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2, General Services Agreement by and between the **District** and **ACC Environmental Consultants, Inc., Oakland, CA**, to provide soil samples, soil testing and a soil report to identify hazardous materials during construction of the new building, as outlined in the Proposal dated October 22, 2025, which is attached to this Amendment as Exhibit A for the **MLA at Maxwell Park Campus New Classroom Bldg. Modernization Project**, in an additional amount of **\$34,060.00**, increasing the Agreement's total not-to-exceed amount from **\$24,442.50 to \$58,502.50**. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is providing soil testing, soil samples and a soil report for on-going construction.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 2, General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, CA, to provide soil samples, soil testing and a soil report to identify hazardous materials during construction of the new building, as outlined in the Proposal dated October 22, 2025, which is attached to this Amendment as Exhibit A for the MLA at Maxwell Park Campus New Classroom Bldg. Modernization Project, in an additional amount of \$34,060.00, increasing the Agreement's total not-to-exceed amount from \$24,442.50 to \$58,502.50. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Amendment No. 2, including Exhibits
- Routing Form
- File ID's: 25-1288 & 25-0623

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

☐ LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: ACC Environmental Consultants, Inc. Original Contract Amount (Base Bid): \$ 10,169.50
Project: Soil Characterization, Melrose and Maxwell Originally Proposed LBU %: 100 %
Project #: 22126 Amendment/Change Order No.: 2
Project Manager: Jorge De Anda Total Contract Amount (Amended Contract, to Date): 58,502.00
Date: 10/30/26 Proposed LBU % 100 %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: ACC Environmental Consultants Address: 7977 Capwell Drive, Suite 100 City/State: Oakland, CA Phone: 510-638-8400 x 102	\$ 58,502.00	100.00 %	%	%	LBU City of Oakland
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
	\$ 58,502.00	100.00 %	0.00 %	0.00 %	100.00 %

TIFFANY KNUCKLES

Dec 10, 2025

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

Updated January 2024

AMENDMENT NO. 2

TO A GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **ACC Environmental Consultants**, ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **April 10, 2025** ("Agreement"), for the **MLA at Maxwell Park campus New Classroom Building Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR shall provide the following amended services: To provide soil samples, soil testing and a soil report to identify hazardous materials during construction of the new building, as outlined in the Proposal dated October 22, 2025, which is attached to this Amendment as Exhibit A.</p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by _____ and the amended expiration date is _____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by <u>Thirty-Four Thousand Sixty Dollars No/100 (\$34,060.00), which includes a \$3,096.00 contingency fee.</u></p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p>		
<p>Prior to this amendment, the not-to-exceed total contract price was <u>Twenty-Four Thousand Four Hundred Forty-Two Dollars and 50/100 (\$24,442.50)</u>, and after this amendment, the not-to-exceed total contract price will be: <u>Fifty-Eight Thousand Five Hundred Two Dollars and 50/100 (\$58,502.50)</u>.</p>		

4. 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)
01	6-4-2025	Compensation & Term	\$14,272.50

- 5. No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
- 6. Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
- 7. Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
- 8. Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

Denise Saddler, Ed.D., Interim Superintendent
and Secretary, Board of Education

Date



Preston Thomas (Dec 11, 2025 08:56:05 PST)

Preston Thomas, Chief Systems &
Services Officer

Dec 11, 2025

Date

Approval as to form:



James Traber, Esq.
Facilities Counsel

12/10/2025

Date

CONTRACTOR: ACC Environmental Consultants



12/4/2025

Contractor Signature

Date

Stephen Jackson, Vice President

Print Name, Title

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: ACC Environmental Consultants

1. Detailed Description of Services to be provided: To provide soil samples, soil testing and a soil report to identify hazardous materials during construction of the new building, as outlined in the Proposal dated October 22, 2025, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

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



Environmental Project Cost Estimate

Project Information

**Project Name: SOIL CHARACTERIZATION
(INCREMENT 1)**

Melrose Leadership Academy
Maxwell Park Campus
4730 Fleming Avenue, Oakland

Client Information

Attn: Jorge de Anda
Oakland Unified School District
955 High Street
Oakland CA 94601
United States

ACC Project No: 1180 1180

Date Prepared: 10/22/2025

Prepared by: Ian Sutherland

Amendment No. 2 General Services Agreement – ACC Environmental Consultants, Inc. – MLA at Maxwell Park Campus New Classroom Bldg. Modernization Project – Division of Facilities Planning and Management (Contract #22126)

ACC Environmental Consultants, Inc. (ACC) is proposing to characterize soils to be disturbed during construction of Increment 1. Soils will be assessed for soil waste characterization and for worker/community safety during soil disturbance. A California-licensed Professional Geologist will oversee all stages of the proposed work. The Client will be responsible for providing site access during regular business hours.

The proposed scope of services includes the advancement of eight (8) soil borings up to approximately 4.5 feet below ground surface (ft bgs) or refusal for collection of soil samples. Two samples will be analyzed from each soil boring: one at 0.5 ft bgs and one from approximately 4.5 ft bgs. Samples may also be collected from additional depth(s) based on field observations including indications of potential contamination, observed fill material, changes in lithology, and/or other potential observations. Soils to be submitted for VOC analyses will be collected via EPA collection method 5035. Groundwater sampling is not included in the proposed scope of work and groundwater is not anticipated at depths of less than 5.0 ft bgs.

Soil samples will be collected using a hand auger and slide hammer. Soil borings will be advanced to less than 5.0 feet below ground surface (ft bgs) and no soil boring permit is required. Soils will be logged in the field and screened for presence of volatile organic compounds (VOCs) using a photoionization detector (PID).

Proposed costs include removal of investigation derived waste (IDW). Proposed costs are based on the assumption IDW is non-hazardous per state and federal regulations.

Shallow samples will be analyzed by a California Department of Health (DPH)-certified laboratory for the following: VOCs by method 5035/8260; total petroleum hydrocarbons as gasoline (TPH-g), diesel (TPH-d), and motor oil (TPH-mo) by 8015; CAM 17 Metals by 6020/7471; PCBs on dry weight basis (8082); organochlorine pesticides (8082); SVOCs (8270); asbestos by CARB 435; Chromium VI; and STLC/TCLP analyses as warranted per CA Title 22 and Federal RCRA hazardous waste criteria. Deeper samples will be analyzed only for CAM 17 Metals, VOCs, and TPH.

The proposed standard laboratory turn-around time for analytical results is seven business days starting the day after sampling is completed. ACC cannot guarantee laboratory turn-around times.

Analytical results will be compared to applicable Regional Water Quality Control Board (RWQCB) Environmental Screening Levels (ESLs) and State of California and Federal hazardous waste criteria. ACC will prepare a digital report signed by an ACC California-licensed Professional Geologist that documents sampling methodologies, sampling locations, analytical results, conclusions, and recommendations. The report will include analytical results tables and a scaled site map depicting approximate sample locations.

~~Work is subject to the attached T&Cs or existing T&Cs between ACC and OUSD.~~

EXCLUSIONS & LIMITATIONS

Proposed costs do not include work during nights and/or weekends. Proposed costs do not include costs associated with a public right-of-way encroachment permits, hazardous waste disposal, and additional sample cleanup costs occasionally required by the laboratory in order to achieve requested laboratory reporting limits. In the event that these conditions or circumstances are encountered, Client will be contacted prior to incurring additional costs.

Hand auguring depths may be limited by unforeseen subsurface conditions such as (but not limited to) pea gravel, gravelly soils, concrete treated base rock, concrete or other solid debris. Soil borings will be backfilled with soil cuttings only.

Site conditions that could limit the findings of the subsurface utility clearance or subsurface geophysical survey include steel-reinforced concrete, parked cars, other metallic objects, limited access due to large objects and/or debris, and other potential unforeseen subsurface conditions, objects, or soil types. ACC shall not be responsible for damages to asphalt, concrete, flooring, or other ground surfaces at the soil boring locations.

Task#	Description	Item Name	Unit Price	Units	Quantity	Amount
1	Labor	Labor	\$5,790.00	Hr	1	\$5,790.00
					Sub-Total:	\$5,790.00
2	Utility Clearance	Subsurface Utility Locator	\$850.00	Day	1	\$850.00
					Sub-Total:	\$850.00
3	Concrete Coring	Concrete Coring Subcontractor	\$1,200.00	Day	1	\$1,200.00
					Sub-Total:	\$1,200.00
4	Sampling Supplies	Sampling Supplies	\$500.00	Lmp Sm	1	\$500.00
					Sub-Total:	\$500.00
5	Laboratory Fees	Laboratory Analyticals	\$17,300.00		1	\$17,300.00
					Sub-Total:	\$17,300.00
6	Report	Report Preparation & Consulting	\$5,324.00	Each	1	\$5,324.00
					Sub-Total:	\$5,324.00
7	10% Contingency	Contingency	\$3,096.00		1	\$3,096.00
					Sub-Total:	\$3,096.00
Total Environmental Consulting Services Cost:						\$34,060.00

Approved:

www.accenv.com
California • Washington • Oregon

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	MLA at Maxwell Park Campus, New Classroom Building Modernization Project	Site	235
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Basic Directions

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

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

Contractor Name	ACC Environmental Consultants	Agency's Contact		Steve Jackson				
OUSD Vendor ID #	000230	Title		Project Manager				
Street Address	7977 Capwell Drive Suite 100	City	Oakland	State	CA	Zip	94621	
Telephone	510-638-8400	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	22126							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-10-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 34,060.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9891	Fund 21 Measure Y	210-9655-0-9891-8500-6270-235-9180-9906-9999-22126	6270	\$34,060.00

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.	Executive Director of Facilities				
	Signature <i>Sela Nadel-Hayes</i> <small>Sela Nadel-Hayes (Dec 11, 2025 17:05:56 PST)</small>	Date Approved	Dec 11, 2025		
2.	OUSD Counsel, Facilities				
	Signature <i>James Traber</i>	Date Approved	12/10/2025		
	Chief Systems & Services Officer				
3.	Signature <i>Preston Thomas</i> <small>Preston Thomas (Dec 11, 2025 08:56:05 PST)</small>	Date Approved	Dec 11, 2025		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-1288
Introduction Date	6-4-2025
Enactment Number	25-0976
Enactment Date	6/4/2025 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, of Facilities

Board Meeting Date June 4, 2025

Subject Amendment No. 1 to General Services Agreement – ACC Environmental Consultants, Inc. – MLA at Maxwell Park Campus New Classroom Bldg. Modernization Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, CA, for the latter to conduct a pre-renovation hazardous materials survey assessing asbestos and lead in the accessible interior, exterior, and roofing areas, for the **MLA at Maxwell Park Campus New Classroom Bldg. Modernization Project**, in an additional amount of **\$14,272,50**, increasing the Agreement's total not-to-exceed amount from **\$10,169.50**, to **\$24,442.00**, and extending the term of the Agreement from April 10, 2025, through June 30, 2025, to June 30, 2028, an additional 1,096 days. All other terms and conditions of the Agreement remain the same in full force and effect.

Discussion This Amendment is for additional geotechnical & special inspection services for Phase 2 construction and extending the term of the Agreement an additional 1,096 days.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, to the General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, CA, for the latter to conduct a pre-renovation hazardous materials survey assessing asbestos and lead in the accessible interior, exterior, and roofing areas, for the MLA at Maxwell Park Campus New Classroom Bldg. Modernization Project, in an additional amount of \$14,272,50, increasing the Agreement's total not-to-exceed amount from \$10,169.50, to \$24,442.00, and extending the term of the Agreement from April 10, 2025, through June 30, 2025, to June 30, 2028, an additional 1,096 days. All other terms and conditions of the Agreement remain the same in full force and effect.

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID: 25-0623

AMENDMENT NO. 1

TO GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **ACC Environmental Consultants**, ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **April 10, 2025** ("Agreement"), for the **MLA at Maxwell Park campus New Classroom Building Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR shall provide the following amended services: To perform a pre-renovation hazardous materials survey report, as outlined in the Proposal dated April 14, 2025, which is attached to this Amendment as Exhibit A.</p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional (1,096) days and the expiration date of the term is now amended to be June 30, 2028.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by <u>Fourteen Thousand Two Hundred Seventy-Two Dollars and 50/100 (\$14,272.50), which includes a \$1,297.50 contingency fee.</u></p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed total contract price was <u>Ten Thousand One Hundred sixty-nine Dollars and 50/100 (\$10,169.50)</u>, and after this amendment, the not-to-exceed total contract price will be: <u>Twenty-Four Thousand Four Hundred Forty-Two Dollars and 00/100 (\$24,442.00)</u>.</p>		

4. 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)

- 5. No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
- 6. Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
- 7. Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
- 8. Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

6/5/2025

Date



Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

6/5/2025

Date

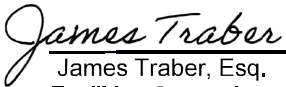


[Preston Thomas \(May 9, 2025 14:03 PDT\)](#)

Preston Thomas, Chief Systems &
Services Officer

05/09/2025

Date

Approval as to form:

James Traber, Esq.
Facilities Counsel

05/09/2025

Date

| CONTRACTOR: ACC Environmental Consultants5/9/2025

Contractor Signature

Date

Stephen Jackson, Vice President

Print Name, Title

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: ACC Environmental Consultants

1. Detailed Description of Services to be provided: : To perform a pre-renovation hazardous materials survey report, as outlined in the Proposal dated April 14, 2025, which is attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

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

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: Original Contract Amount (Base Bid):
 Project: Originally Proposed LBU %: %
 Project #: **Amendment/Change Order No.:**
 Project Manager: Total Contract Amount (Amended Contract, to Date):
 Date: Proposed LBU % %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: Address: City/State: Phone:		%	%	%	
Company: Address: City/State: Phone:		%	%	%	
Company: Address: City/State: Phone:		%	%	%	
Company: Address: City/State: Phone:		%	%	%	
Company: Address: City/State: Phone:		%	%	%	
Company: Address: City/State: Phone:		%	%	%	
Company: Address: City/State: Phone:		%	%	%	
Company: Address: City/State: Phone:		%	%	%	
Company: Address: City/State: Phone:		%	%	%	
		%	%	%	

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

Updated January 2024



Environmental Project Cost Estimate

Project Information

Project Name: Pre-Renovation Hazardous Materials Survey

Maxwell Park
4730 Fleming Avenue
Oakland, CA

Client Information

Jorge De Anda
Oakland Unified School District
955 High Street
Oakland 94621
United States

ACC Project No: 450 450

Date Prepared: 4/14/2025

Task 1 – Limited Asbestos and Lead Survey

ACC Environmental Consultants, Incorporated (ACC) is pleased to provide this proposal to perform a pre-renovation hazardous materials survey at the Maxwell Park School.

ACC understands that the Survey is being performed in support of a planned alarm installation project.

The Survey will address the following materials: asbestos and lead, in accessible interior, exterior, and roofing areas (herein referred to as the subject area).

Asbestos Bulk Sampling

ACC will conduct the asbestos survey in accordance with local AQMD protocols for the project. ACC will perform an asbestos survey of accessible suspect asbestos-containing materials within the subject area.

The estimated number of asbestos bulk samples to be collected, as well as the analysis turnaround time is detailed in the Task and Description section of the attached Cost Estimate Sheet.

A Cal/OSHA Certified Site Surveillance Technician (CSST) and/or Asbestos Consultant (CAC) will perform suspect material identification and sample collection in accordance with the [asbestos sampling protocols]. Samples will be delivered/ shipped to an independent laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis by Polarized Light Microscopy (PLM). PLM samples include up to three (3) layers per sample. Potential multi-layered materials include; floor tile and associated adhesives, wallboard with tape and taping compound, roofing materials, etc. Owner authorization to sample roofing materials and the identification of acceptable roofing repairs will be determined prior to the sample collection of any roofing materials.

Samples collected in excess of the estimated number of samples indicated in the Task and Description section of the attached Cost Estimate Sheet will be held pending discussion and final disposition by the client.

PLM Point Counting

For materials with a result of <1% through standard PLM analysis, the owner or operator may:

- (1) Assume the amount to be greater than >1% percent and treat the material as an asbestos-containing material (ACM), or
- (2) Require verification of the amount of asbestos in the material by point counting. If needed, ACC has included a line item to request PLM "point-counting" (400 points) analysis for designated sampled materials.

Materials typically analyzed under the point-counting method include trace materials (less than one-percent (<1%) asbestos). If a result obtained through point counting is different from a result obtained by standard PLM visual estimation, the point count result will be used. Point counting is recommended prior to abatement activities to correctly classify waste materials. Point counting sample analysis will only be requested on an as-needed basis and will require written approval from the Client prior to completing.

Lead Bulk Sampling

ACC will perform lead bulk sampling of:

- Representative major paint colors and coatings within the defined subject area.
- Ceramic tile systems present inside the subject area, ACC will attempt to perform destructive sampling of these materials in discreet locations.

The estimated number of lead bulk samples to be collected, as well as the analysis turnaround time is detailed in the Task and Description section of the attached Cost Estimate Sheet.

Laboratory Analysis Turnaround Times:

All samples will be analyzed on the turnaround time detailed in the Task and Description section of the attached Cost Estimate Sheet. Expedited analysis for completion within 48-hours may be available and performed for an additional fee upon request by the Client.

Task 2 - PCB Sampling and Report

ACC proposes to collect samples of suspect PCB-containing products including, exterior caulking and sealants, window gaskets.

After sample collection, bulk samples will be transported to an accredited laboratory for analysis by EPA Method 8082, on a standard laboratory turnaround.

Sample Analyses:

Laboratory Analysis Turnaround Times:

All samples will be analyzed on the turnaround time detailed in the Task and Description section of the attached Cost Estimate Sheet. Expedited analysis for expedited completion may be available and performed for an additional fee upon request by the Client.

Analytical Charges:

The Client will be charged for the total authorized number of samples collected by ACC.

Project Schedule:

ACC will schedule the survey upon receipt of written authorization by Client. ACC is prepared to commence the survey work within ten (10) working days of receiving a notice to proceed.

ACC estimates being on-site for two days to perform Task 1 and an additional day to complete Task 2. ACC shall staff the survey with two full-time Project Technician except when otherwise specified based on project schedule, production demands, and site conditions.

ACC assumes work will be performed during weekend hours. Work performed outside of these work hours will be charged in accordance with ACC's overtime pay policy.

Reports:

ACC can provide a preliminary verbal summary of project findings and conclusions to assist clients in expediting the completion and management of project tasks within critical dead lines.

ACC shall prepare a written report of findings, which will include:

- Description of materials sampled and sample location diagrams (per local AQMD requirements)
- Summary of findings for each material
- List and quantity (either total quantities or amounts of loose and peeling paints) of hazardous materials identified
- Laboratory reports
- For asbestos-containing materials, the OSHA work class and EPA waste category will be provided

ACC's final report is typically available approximately 10 working days after all analytical results for sampled materials are received. Expedited reporting is available and may be performed for an additional fee upon request and approval by the Client.

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

1) The above pricing is based on ACC performing all tasks in one mobilization and reflects conducting all activities between 7 AM and 5 PM Monday through Friday.

2) Costs include all labor, insurance, overhead, transportation, equipment and materials required to perform the work with the exception of a man-lift capable of reaching materials and/or surfaces greater than 12 feet in height. Equipment required to reach these surfaces will be provided by the client or designated client representatives.

3) ACC is to be provided unencumbered access to all project areas. Additional trips to the subject property because areas are not accessible will be billed in accordance with our fee schedule. Encumbered access or subsequent trips may delay the delivery of the final report.

4) ACC will provide temporary patching of roof sampling wounds but does not guarantee repairs and will not be responsible for and subsequent damage. ACC recommends using a qualified roofing contractor to facilitate any needed repairs to the roofing systems.

5) The analyzing laboratory quantifies asbestos concentrations by calibrated visual estimation using standard PLM methodology; with detection of asbestos is material/matrix dependent. Detection of trace asbestos (<1%) may not be reliable or reproducible by PLM and percentage of asbestos weight cannot be determined with standard PLM methodology. Confirmation of asbestos concentrations within complex matrices (i.e. plaster, gypsum wallboard/taping/joint compounds, stucco, resilient flooring, roofing) or when asbestos concentrations are 1% or less may warrant additional analysis by PLM point counting for proper characterization of asbestos-containing materials and/or waste-stream analysis.

Task#	Description	Item Name	Unit Price	Units	Quantity	Amount
1	Asbestos & Lead Survey with Report	Asbestos & Lead Survey with Report	\$4,500.00	Each	1	\$4,500.00
		Asbestos (Bulk) - Polarized Light Microscopy (PLM) - 3 day TAT	\$22.00	Smpl	150	\$3,300.00
		Lead (Paint Chip) - Atomic Absorption/ SW-846 - 3-day TAT	\$23.00	Smpl	25	\$575.00
Sub-Total:						\$8,375.00
2	PCB Sampling with Report	PCB Sampling and Report	\$2,500.00	Each	1	\$2,500.00
		PCB (Bulk) Sample Analysis - Standard TAT	\$105.00	Smpl	20	\$2,100.00
Sub-Total:						\$4,600.00
3	Owner Contingency	Contingency	\$1,297.50		1	\$1,297.50
Sub-Total:						\$1,297.50
Total Environmental Consulting Services Cost:						\$14,272.50

Approved:

Name: _____
 Signature: _____
 Title: _____
 Date: _____

PO Number: _____

Tasks _____ or ALL

Approved:

~~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, ACCs 2025 Standard Terms & Conditions apply to all services.~~

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	MLA at Maxwell Park Campus, New Classroom Building Modernization Project	Site	235
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Basic Directions

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

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

Contractor Name	ACC Environmental Consultants	Agency's Contact		Steve Jackson			
OUSD Vendor ID #	000230	Title		Project Manager			
Street Address	7977 Capwell Drive Suite 100	City	Oakland	State	CA	Zip	94621
Telephone	510-638-8400	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	22126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-10-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	06-30-2028

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 14,272.50
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9891	Fund 21 Measure Y	210-9655-0-9891-8500-6270-235-9180-9906-9999-22126	6270	\$14,272.50

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.	Executive Director of Facilities				
	Signature	Date Approved			
2.	OUSD Counsel, Facilities				
	Signature <i>James Traber</i>	Date Approved	05/09/2025		
	Chief Systems & Services Officer				
3.	Signature <i>[Signature]</i>	Date Approved	05/09/2025		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-0623
Introduction Date	04-09-2025
Enactment Number	25-0506
Enactment Date	4/9/2025 CJH



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director of Facilities

Board Meeting Date April 9, 2025

Subject General Services Agreement – ACC Environmental Consultants – MLA at Maxwell Park Campus, New Classroom Building Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of the General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, California, for the latter to perform pre-renovation hazardous material survey which will address asbestos and lead in targeted areas for the **MLA at Maxwell Park Campus, New Classroom Building Modernization Project**, in the not to exceed amount of **\$10,169.50** with the work scheduled to commence on April 10, 2025, and expected to last until June 30, 2025.

Discussion Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060).

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of the General Services Agreement by and between the District and ACC Environmental Consultants, Inc., Oakland, California, for the latter to perform pre-renovation hazardous material survey which will address asbestos and lead in targeted areas for the MLA at Maxwell Park Campus, New Classroom Building Modernization Project, in the not to exceed amount of \$10,169.50 with the work scheduled to commence on April 10, 2025, and expected to last until June 30, 2025.

Fiscal Impact Fund 21-Building – Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



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

Legislative File ID No. 25-0383

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants

Project No.: 22126

**Project Name: MLA at Maxwell Park Campus
New Classroom Building Modernization Project**

Contract Term: Intended Start: April 10, 2025 Intended End: June 30, 2025

Total Cost Over Contract Term: \$10,169.50

Approved by: Preston Thomas

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

ACC Environmental Consultants was a direct hire by the District.

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

ACC Environmental Consultants will perform a pre-renovation hazardous material survey which will address asbestos and lead in targeted areas for the MLA at Maxwell Park Campus, New Classroom Building Modernization Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

- Consultant will perform a pre-renovation hazardous material survey which will address asbestos and lead in targeted areas for the MLA at Maxwell Park Campus, New Classroom Building Modernization Project.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **April 10, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **ACC Environmental Consultants, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): perform pre-renovation hazardous material survey which will address asbestos and lead in targeted areas for the MLA at Maxwell Park Campus, New Classroom Building Modernization Project (“Project”) as further described in Exhibit A to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by ACC Environmental Consultants specially qualified to provide the services required by the District. To the extent any sample is collected through the Services, Contractor shall retain all samples for no less than three (3) years or a longer period as reasonably requested by the District.

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

3. **Term.** The term for performance of the Services shall begin on **April 10, 2025**, and shall end on **June 30, 2025** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes

District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in Exhibit B for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Ten Thousand One Hundred Sixty-nine Dollars and Fifty Cents Dollars (\$10,169.50)**, which consists of a lump sum of **Ten Thousand One Hundred Sixty-nine Dollars and Fifty Cents Dollars (\$10,169.50)** for performance of the Basic Services, and a not-to-exceed amount of **Zero Dollars (\$0.00)** for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all

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

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

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background

investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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

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

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

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. Confidential Information. All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this

Agreement.

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

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

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

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

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

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

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

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.
24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.
27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.
28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

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

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

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

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

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

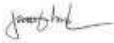
37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to

proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor “is” a resident of the State of California.


OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard, President,
Board of Education

4/10/2025


Date



Kyla Johnson-Trammell, Superintendent
& Secretary Board of Education

4/10/2025

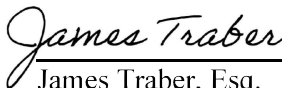
Date



Preston Thomas (Mar 14, 2025 13:39 PST)
Preston Thomas, Chief Systems & Services
Officer

Mar 14, 2025

Date



James Traber, Esq.
Facilities Counsel, OUSD

03/14/2025

Date

**ACC ENVIRONMENTAL
CONSULTANTS, INC.**



Signature

3/14/25

Date

Stephen Jackson, Vice President

Print Name, Title

Address for District Notices:

OUSD 955 High Street Oakland, CA Attn: Preston Thomas
--

Address for Contractor Notices:

ACC Environmental Consultants 7977 Capwell Drive Suite 100 Oakland, CA Attn: Steve Jackson
--

EXHIBIT A

Scope of Services



Environmental Project Cost Estimate

Project Information

Maxwell Park
4730 Fleming Avenue
Oakland, CA

Client Information

Jorge De Anda
Oakland Unified School District
955 High Street
Oakland 94621
United States

ACC Project No: 193 193

Date Prepared: 2/11/2025

Task 1 – Limited Hazardous Materials Survey

ACC Environmental Consultants, Incorporated (ACC) is pleased to provide this proposal to perform a pre-renovation hazardous materials survey at the Maxwell Park School located at 4730 Fleming Avenue in Oakland, California.

ACC understands that the Survey is being performed in support of a planned destructive investigation.

The Survey will address the following materials: asbestos and lead in targeted areas of interior, exterior, and roofing areas (herein referred to as the subject area).

Asbestos Bulk Sampling

ACC will conduct the asbestos survey in accordance with local AQMD protocols for the project. ACC will perform an asbestos survey of accessible suspect asbestos-containing materials within the subject area.

The estimated number of asbestos bulk samples to be collected, as well as the analysis turnaround time is detailed in the Task and Description section of the attached Cost Estimate Sheet.

A Cal/OSHA Certified Site Surveillance Technician (CSST) and/or Asbestos Consultant (CAC) will perform suspect material identification and sample collection in accordance with the [asbestos sampling protocols]. Samples will be delivered/ shipped to an independent laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis by Polarized Light Microscopy (PLM). PLM samples include up to three (3) layers per sample. Potential multi-layered materials include; floor tile and associated adhesives, wallboard with tape and taping compound, roofing materials, etc. Owner authorization to sample roofing materials and the identification of acceptable roofing repairs will be determined prior to the sample collection of any roofing materials.

Samples collected in excess of the estimated number of samples indicated in the Task and Description section of the attached Cost Estimate Sheet will be held pending discussion and final disposition by the client.

PLM Point Counting

For materials with a result of <1% through standard PLM analysis, the owner or operator may:

- (1) Assume the amount to be greater than >1% percent and treat the material as an asbestos-containing material (ACM), or
- (2) Require verification of the amount of asbestos in the material by point counting. If needed, ACC has included a line item to request PLM "point-counting" (400 points) analysis for designated sampled materials.

Materials typically analyzed under the point-counting method include trace materials (less than one-percent (<1%) asbestos). If a result obtained through point counting is different from a result obtained by standard PLM visual estimation, the point count result will be used. Point counting is recommended prior to abatement activities to correctly classify waste materials. Point counting sample analysis will only be requested on an as-needed basis and will require written approval from the Client prior to completing.

Lead Bulk Sampling

ACC will perform lead bulk sampling of:

- Representative major paint colors and coatings within the defined subject area.
- Ceramic tile systems present inside the subject area, ACC will attempt to perform destructive sampling of these materials in discreet locations.

The estimated number of lead bulk samples to be collected, as well as the analysis turnaround time is detailed in the Task and Description section of the attached Cost Estimate Sheet.

Suspect material identification and sample collection will be performed by a California Department of Public Health (CDPH) Certified Lead Sampling Technician (CLST) and/or Inspector Assessors (CLIA) and will be delivered/ shipped to an independent American Industrial Hygiene Association (AIHA) accredited laboratory for analysis by appropriate laboratory-selected method

One to three (1-3) samples of each homogenous suspect lead-containing material will be collected using visible color and texture to determine homogeneity. Samples collected in excess of the estimated number of samples indicated in the Task and Description section of the attached Cost Estimate Sheet will be held pending further client authorization.

Laboratory Analysis Turnaround Times:

All samples will be analyzed on the turnaround time detailed in the Task and Description section of the attached Cost Estimate Sheet. Expedited analysis for completion within 48-hours may be available and performed for an additional fee upon request by the Client.

Analytical Charges:

The Client will be charged for the total authorized number of samples collected by ACC.

Project Schedule:

ACC will schedule the survey upon receipt of written authorization by Client. ACC is prepared to commence the survey work within five (5) working days of receiving a notice to proceed.

ACC estimates being on-site for one shift to perform the requested survey and sampling of the subject area. ACC shall staff the survey with two (2) full-time Project Technician except when otherwise specified based on project schedule, production demands, and site conditions.

ACC assumes work will be performed during normal daylight hours of Monday to Friday from 7am to 5pm. Work performed outside of these work hours will be charged in accordance with ACC's overtime pay policy.

Reports:

ACC can provide a preliminary verbal summary of project findings and conclusions to assist clients in expediting the completion and management of project tasks within critical deadlines.

ACC shall prepare a written report of findings, which will include:

Description of materials sampled and sample location diagrams (per local AQMD requirements)

- Summary of findings for each material
- List and quantity (either total quantities or amounts of loose and peeling paints) of hazardous materials identified
- Laboratory reports
- For asbestos-containing materials, the OSHA work class and EPA waste category will be provided

ACC's final report is typically available approximately 5 working days after all analytical results for sampled materials are received. Expedited reporting is available and may be performed for an additional fee upon request and approval by the Client.

Task 2 - Abatement Oversight

As needed, ACC will provide abatement oversight, project management and air monitoring services during the removal of hazardous materials from the building.

EXHIBIT B

Hourly Rates

Task Number and Description	Unit Price	Units	Quantity	Amount
Limited Asbestos & Lead Survey with Report	\$2,750.00	Each	1	\$2,750.00
Asbestos (Bulk) - Polarized Light Microscopy (PLM) - 3 day TAT	\$22.00	Smpl	35	\$770.00
Lead (Paint Chip) - Atomic Absorption/SW-846 - 3-day TAT	\$23.00	Smpl	10	\$230.00
Task Sub-total:	\$0.00			\$3,750.00
Senior Project Manager/Tech Oversight	\$215.00	Hr	3	\$645.00
Abatement Oversight 8-Hour Shift	\$1,350.00	Each	3	\$4,050.00
Asbestos (Air) - Phase Contrast Microscopy (PCM) - 24-hour TAT	\$20.00	Smpl	15	\$300.00
Report	\$500.00	Each	1	\$500.00
Subtotal				\$5,495.00
Owner Contingency	\$0.00	Each	1	\$924.50
Task Sub-Total:				\$10,169.50
Total Environmental Consulting Services Cost:				\$10,169.50

Approved:

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, ACCs 2025 Standard Terms & Conditions apply to all services.*

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Vice President *[insert "owner" or officer title]* of ACC Environmental Consultants, Inc.
[insert name of business entity], have read the foregoing and agree that ACC Environmental Consultants, Inc.
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 3/14/25

Name: Stephen Jackson

Signature: 

Title: Vice President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

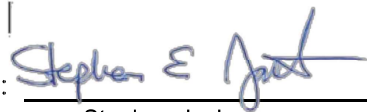
Entity Name:	<u>ACC Environmental Consultants, Inc.</u>
Date of Entity's Contract with District:	<u>3/14/25</u>
Scope of Entity's Contract with District:	<u>Environmental Consulting</u>

I, Stephen Jackson [insert name], am the Vice President [insert "owner" or officer title] for ACC Environmental Consultants, Inc. [insert name of business entity] ("Entity"), which entered a contract on March 14, 2025, with the District for Environmental Consulting

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: March 14, 2025

Signature: 
Typed Name: Stephen Jackson
Title: Vice President
Entity: ACC Environmental Consultants, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2024

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

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

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 877-308-9663 E-MAIL ADDRESS: certs@inszoneins.com	FAX (A/C, No): 916-400-2625
INSURED ACC Environmental Consultants, Inc. Hydrocon Environmental, LLC 7977 Capwell Drive, Suite 100 Oakland, CA 94621-2125	INSURER(S) AFFORDING COVERAGE INSURER A : Certain Underwriters at Lloyd's of London INSURER B : Contractors Bonding and Insurance Company INSURER C : Homeland Insurance Company of NY INSURER D : Travelers Casualty & Surety Company of America INSURER E : INSURER F :	NAIC # 32727 37206 34452 31194

COVERAGES **CERTIFICATE NUMBER:** 1247520400 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ENC0011266-01	4/28/2024	4/28/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Hired&Non-owned \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CKB0200236	4/28/2024	4/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		793-01-32-57-0000	4/28/2024	4/28/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A D	Pollution Liability Professional Liability Directors and Officers Liability		ENC0011266-01 ENC0011266-01 107232736	4/28/2024 4/28/2024 3/7/2024	4/28/2025 4/28/2025 3/7/2025	Aggregate/Occurrence \$5,000,000 Aggregate/Occurrence \$5,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ALL PROJECTS OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, REPRESENTATIVES, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS AND VOLUNTEERS are included as an Additional insured on the General Liability as per written contract. Coverage is Primary and Non-Contributory and a Waiver of Subrogation applies per written contract. 30 day notice of cancellation applies.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 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
---	---

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- (1) How, when and where the **circumstance** took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **circumstance**.

With respect to any coverage provided by this policy on a claims-made basis, if the insured notifies us of a **circumstance** in accordance with this paragraph **1.a.**, then any claim not otherwise excluded by this policy that is subsequently made against the insured arising out of such **circumstance** will be treated as if it had been first made on the date we receive such notice of **circumstance**.

c. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received;
- (2) Provide written notice to us of a claim or suit as soon as practicable, but in any event within the time period set forth by the **primary underlying insurance** with respect to notice of claims or suits;
- (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (4) Authorize us to obtain records and other information;
- (5) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

SECTION V – DEFINITIONS

1. **Circumstance** means any occurrence, offense, act, event, accident or circumstance which may result in a claim under this policy
2. **Named Insured** means the person or entity listed on the Declarations as the **Named Insured**.
3. **Policy period** means the period listed on the Declarations or as amended by endorsement to this policy.
4. **Primary underlying insurance** means the policy listed as **Primary Underlying Insurance** on the Declarations.
5. **Responsible employee** means any of the insured's:
 - a. Owners, officers, directors, or partners;
 - b. Managers or supervisors; or
 - c. Employees who are responsible for environmental or health and safety affairs.
6. **Underlying Insurance** means the schedule of insurance policies, issuers, policy terms and policy limits of insurance identified as **Underlying Insurance** and **Primary Underlying Insurance** on the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2024

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

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

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: ACC Environmental Consultants, Inc. 7977 Capwell Dr Suite 100 Oakland, CA 94621	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIU Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 19399		

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	WC 088412827 CA	07/01/2024	07/01/2025 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for ACC Environmental Consultants, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY ACC Environmental Consultants, Inc. AS REQUIRED BY WRITTEN CONTRACT. All Operations

CERTIFICATE HOLDER

Oakland Unified School District
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

Jo Phillips

ACORD 25 (2016/03)

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LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	ACC Environmental Consultants.
Project Name	Emerson Intrusion Alarm Project
Project Number	25002
Proposed Total Contract Amount	\$12,947.00

Bid Opening Date	N/A
Time:	N/A
Project Manager:	John Esposito
Architect:	Jensen Hughes

BASE BID AMOUNT	
Proposed Total SLBE Amount (%)	%

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)		Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name ACC Environmental Certifying Agency City of Oakland	Address, City/State		100		
	7977 Capwell Drive, Suite 100 Oakland, CA				
	Certification No. (if available)	1640			
Company Name ACC Environmental Certifying Agency Alameda County	Address, City/State			100	
	7977 Capwell Drive, Suite 100 Oakland, CA				
	Certification No. (if available)	04-90583			
Company Name ACC Environmental Certifying Agency Port of Oakland	Address, City/State			100	
	7977 Capwell Drive, Suite 100 Oakland, CA				
	Certification No. (if available)	8453-19			
Company Name	Address, City/State				
	Certification No. (if available)				
Company Name	Address, City/State				
	Certification No. (if available)				
Company Name	Address, City/State				
	Certification No. (if available)				
TOTAL PARTICIPATION		\$ 0	100 %	200 %	0 %

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	MLA at Maxwell Park Campus, New Classroom Building Modernization Project	Site	235
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Basic Directions

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

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

Contractor Name	ACC Environmental Consultants	Agency's Contact		Steve Jackson			
OUSD Vendor ID #	000230	Title		Project Manager			
Street Address	7977 Capwell Drive Suite 100	City	Oakland	State	CA	Zip	94621
Telephone	510-638-8400	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	21126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-10-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$10,169.50
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

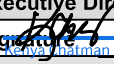
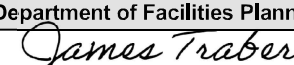

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9891	Building Fund 21 Measure Y	210-9655-0-9891-8500-6270-235-9180-9906-9999-22126	6270	\$10,169.50

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.	Executive Director of Facilities				
	Signature 		Date Approved	Mar 14, 2025	
	<small>Michael Goldman (Mar 14, 2025 13:16 PDT)</small>				
2.	Counsel, Department of Facilities Planning and Management				
	Signature 		Date Approved	03/14/2025	
	Chief Systems & Services Officer				
3.	Signature 		Date Approved	Mar 14, 2025	
	<small>Preston Thomas (Mar 14, 2025 13:39 PDT)</small>				
4.	Chief Financial Officer				
	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		