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

Memo

To Board of Education

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

Board Meeting Date October 9, 2024

Subject General Services Agreement – Professional Service Industries, Inc. – Coliseum College Preparatory Academy Site Expansion Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the District and Professional Service Industries, Inc., Oakland, California, for the latter to prepare an environmental site assessment report for the Coliseum College Preparatory Academy Site Expansion Project in the total not-to-exceed amount of \$3,927.00, which includes a contingency fee of \$357.00 for additional services, as the selected consultant, with the work scheduled to commence on October 10, 2024, and scheduled to last until September 26, 2025.

Discussion Consultants are providing environmental services for the Coliseum College Preparatory Academy Site Expansion Project and were selected based on a (a) demonstrated competence and professional qualifications (Government Code §4526), and (b) a fair competitive RFP selection process (Government Code §§4529.10 et seq.).

LBP (Local Business Participation Percentage) 95.00%

Recommendation Approval by the Board of Education of General Services Agreement by and between the District and Professional Service Industries, Inc., Oakland, California, for the latter to prepare an environmental site assessment report for the Coliseum College Preparatory Academy Site Expansion Project in the total not-to-exceed amount of \$3,927.00, which includes a contingency fee of \$357.00 for additional services, as the selected consultant, with the work scheduled to commence on October 10, 2024, and scheduled to last until September 26, 2025.

Fiscal Impact Fund 21- Building Fund - 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. 24-2278

Department: Facilities Planning and Management

Vendor Name: Professional Service Industries, Inc. (PSI)

Project Name: Coliseum College Preparatory Academy Site Expansion Project

Project No.: 23113

Contract Term: Intended Start: 10-10-2024

Intended End: 09-26-2025

Total Cost Over Contract Term: \$3,927.00

Approved by: Preston Thomas

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Professional Service Industries, Inc., (PSI) was selected through an RFP process based on scores.

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

Professional Service Industries, Inc., (PSI) will prepare an environmental site assessment report for the Coliseum College Preparatory Academy Site Expansion 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?

The district received proposals through an RFQ/P process, which includes review/scoring of proposals. Professional Service Industries, Inc. was selected based on receiving the highest scores and their prices were fair and reasonable compared to the prices submitted by the other responding consultants.

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 \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ 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 \$109,300 (as of 1/1/23)
- ☐ 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 prepare an environmental site assessment report for the Coliseum College Preparatory Academy Site Expansion Project and the consultant was selected using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.).

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement ("Agreement") is made and entered into effective **October 10, 2024** (the "Effective Date"), by and between the **Oakland Unified School District** ("District") and **Professional Service Industries, Inc.** ("Contractor" and together with District, the "Parties").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Basic Services"): prepare an environmental site assessment report for the Coliseum College Preparatory Academy Site Expansion Project. ("Project"), (as further described in the **August 8, 2024**, proposal, which is attached as **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 Professional Service Industries, Inc. consultants specially qualified to provide the services required 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 **October 10, 2024**, and shall end on **September 26, 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 the hourly rates listed in Exhibit B for 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 **Three Thousand Nine Hundred Twenty-Seven Dollars (\$3,927.00)**, which consists of a not-to-exceed amount of **Three Thousand Five Hundred Seventy Dollars (\$3,570.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Three Hundred Fifty Seven Dollars (\$357.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment 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. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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 limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (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. **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.


36. **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.

37. **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.

38. **California Residency.** Contractor *is* a resident of the State of California.


OAKLAND UNIFIED SCHOOL DISTRICT



Benjamin Davis, President,
Board of Education

10/10/2024


Date



Kyla Johnson-Trammell, Superintendent
& Secretary Board of Education

10/10/2024

Date

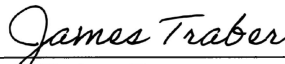


Preston Thomas (Sep 11, 2024 20:53 PDT)

Preston Thomas, Chief Systems & Services
Officer Management

Sep 11, 2024

Date



James Traber, Esq.
Counsel, OUSD

9/11/24

Date

**PROFESSIONAL SERVICE INDUSTRIES,
INC.**



Signature

9/10/24

Date

Frank Ross, Dept Mgr.

Print Name, Title

Address for District Notices:
955 High Street
Oakland, California, 94601

Address for Contractor Notices:
4703 Tidewater Avenue, Ste. B
Oakland, California, 94601

EXHIBIT A

Scope of Services



has also completed Phase I ESAs for universities including Cal State San Francisco, Cal Maritime, and Cal State East Bay.

Although not within the past three years and after completion of a Phase I ESA, PSI completed a Preliminary Endangerment Assessment (PEA) under the auspices of the DTSC for the San Mateo School District. The PEA was necessary for the siting of a new elementary school with historic use on the property of a dry cleaner. PSI has included this Project Profile as an Attachment.

LBE CERTIFICATION

PSI has had its primary Northern California office in Oakland since 2000. PSI is a Local Impact Area Business Enterprise as defined by the Port of Oakland as shown in the attachments. Over 50% of the work will be completed by PSI for this project. A copy of the Local Business Participation Worksheet is included in the Attachments.

PROJECT APPROACH

PSI's project experience includes a wide range of renovation and new construction projects for various clients throughout San Francisco, Northern California as well as the United States. Based on our understanding of the Request for Proposal (RFP), the following is a list of possible tasks:

- Environmental site assessments (Phase I and II ESAs)
- Sampling and Analyses of Soil
- Soil and Groundwater Remediation design and implementation and coordination with the appropriated agencies
- Observation and testing services in support of construction.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS

ASTM has a current environmental site assessment standard (ASTM E1527-21 and E2600-22) that defines the minimum standard of practice for performing Phase I ESAs. The ASTM standard has helped standardize the industry, although many clients have developed their own specific scope of services which includes the ASTM standard as a starting point. The goal of an ASTM E 1527-21 ESA is to identify recognized environmental conditions – which are defined as the presence or likely presence of hazardous substances or petroleum products under conditions that represent evidence of an existing release, past release, or material threat of release into buildings, or to ground, soil-vapor or groundwater.

The Phase I ESA will be conducted to search for evidence of recognized environmental conditions in connection with the subject property. The scope of services includes the following activities.

Review of Provided Information - Documents and information provided by the client will be reviewed and evaluated, including previous environmental investigations or assessments, legal descriptions, site plans, recorded land title records including information regarding environmental liens or activity and land use limitations, and other historical documents. Your communication of such information to us, along with other specialized knowledge or experience that is material to recognized environmental conditions in connection with the property is necessary to comply with the ASTM protocol.



Environmental Records Review - The following standard Federal and state environmental record source lists will be obtained and reviewed for the approximate minimum search distances (AMSD) noted.

Environmental Record Source Lists	AMSD (miles)
Federal NPL site list	1.0
Federal CERCLIS list	0.5
Federal CERCLIS NFRAP site list	0.125
Federal RCRA CORRACTS facilities list	1.0
Federal RCRA non-CORRACTS TSD facilities list	0.5
Federal RCRA generators list	0.125
Federal ERNS list	0.125
State-equivalent NPL site list	1.0
State-equivalent CERCLIS site list	0.5
State landfill and/or solid waste disposal site lists	0.5
State leaking UST lists	0.25
State registered UST lists	0.125

Physical Setting - A current USGS 7.5 minute topographic map will be reviewed to assist in evaluating the physical setting for the property. Additional geologic and hydrogeologic physical setting sources may also be reviewed in the event conditions are identified in which hazardous substances or petroleum products are likely to migrate to the property or from or within the property.

Historical Use Information - Previous uses and/or occupancy of the site will be evaluated from the present back to the property's obvious first developed use, or back to 1940, whichever is earlier. Previous uses of the property will be evaluated through review of standard historical sources, with the actual records or sources reviewed depending upon whether they are reasonably ascertainable, practically reviewable, useful, and within cost and/or time constraints. In some instances, sources may not identify the property's uses back to 1940 or obvious first developed use, in which case the uses back to the earliest traceable date will be presented.

Site Reconnaissance - A site reconnaissance will be conducted to search for evidence of recognized environmental conditions in connection with the property. The reconnaissance will consist of systematically traversing the property, during which photographs will be taken to document observations. In the event that visibility or access is limited, these conditions will be noted in the final report. In general, when access or visibility problems are encountered, the site reconnaissance will be restricted to the perimeters of the subject property and to areas such as paths and roadways that are readily accessible for visual observations.

Property improvements, such as buildings, sheds, and warehouses will be entered for reconnaissance purposes, except where access is limited, or safety concerns prohibit entry. The reconnaissance will be for the observation of readily accessible and visible areas and does not include hidden areas or areas which would require destructive access, such as looking under floors, above ceilings, or behind walls. Arrangements for access, such as notification of tenants, will be the responsibility of the client and should be made prior to the site reconnaissance.



As identified during the site reconnaissance, observations and notes will be made concerning:

- General site setting, current and past uses
- Geologic, hydrogeologic, hydrologic, and topographic conditions
- Improvements including structures, roads, and utilities
- Hazardous substances and petroleum products
- Storage tanks, vents, fill pipes, access ways
- PCB containing equipment
- Strong, pungent, or noxious odors
- Drums or containers of hazardous substances, petroleum products, or unidentified materials
- Stains, corrosion, and stressed vegetation
- Drains, sumps, pits, ponds, and lagoons associated with waste disposal
- Solid waste, wastewater, wells, and septic systems

Adjoining properties will be observed from the subject property and public thoroughfares during the site reconnaissance. Visual observations will be made of current and past uses, wherever apparent, as well as obvious recognized environmental conditions.

Interviews - Interviews will be conducted by phone, in writing, or in person with the client, key site manager (as identified by the client), representative occupants of the property, and local government officials as appropriate, to obtain information indicating recognized environmental conditions in connection with the property. Government officials that PSI will interview as part of the Phase I ESA process for OUSD include the following: City of Oakland Planning and Building, Oakland Fire Department, Alameda County Department of Environmental Health, and Regional Water Quality Control Board.

PSI has been providing environmental services for Oakland Unified School District since 2015, including Phase I Environmental Site Assessment (Phase I ESA) Services, but also including asbestos/lead evaluations, indoor air sampling, and subsurface assessments. Our experience with OUSD projects for all types of environmental assessment provides the perspective needed when completing Phase I ESA services to ensure that all potential environmental impairment to the property has been addressed as part of the Phase I ESA process.

LITIGATION

From a national perspective, PSI has been involved from time to time in legal or administrative proceedings as a plaintiff or defendant. With annual fees exceeding \$200 million and with approximately 2,000 employees nationwide, we do not maintain a comprehensive historical listing of claims. With assets exceeding \$300 million, no claim, individually or claims collectively could adversely affect your project.

PSI can however state with confidence that PSI's Oakland Operation has not had any claims, contract defaults or disbarments over the last 5 years. In addition, there are no outstanding judgments against PSI, and that no known claims now exist, nor the aggregate of known claims now pending, in any manner impinge on the financial strength of the company or in any manner limit the ability of PSI to perform any contract or project.

EXHIBIT B

Hourly Rates



SCHEDULE OF FEES

The following prices shall be valid for the fiscal year 2024. As the Phase I ESA is anticipated to take only four weeks to complete, the work will be completed within four weeks of authorization and with the calendar year 2024.

PROJCT FEE SCHEDULE			
Line Item	Hours	Rate	Total
Phase I ESA Site Walk and Project Management			
PRINCIPAL CONSULTANT (HR)	1	\$225.00	\$225.00
CERTIFIED INDUSTRIAL HYGIENIST (CIH) (HR)		\$190.00	\$0.00
PROFESSIONAL ENGINEER/PROFESSIONAL GEOLOGIST (HR)	2	\$190.00	\$380.00
ENGINEER/GEOLOGIST, PROJECT (HR)	10	\$105.00	\$1,050.00
INDUSTRIAL HYGIENIST, PROJECT (HR)		\$105.00	\$0.00
FIELD TECHNICIAN, ENGINEER/INDUSTRIAL HYGIENE		\$95.00	\$0.00
Report Preparation			
PRINCIPAL CONSULTANT (HR)	1	\$225.00	\$225.00
PROFESSIONAL ENGINEER/PROFESSIONAL GEOLOGIST (HR)	2	\$190.00	\$380.00
ENGINEER/GEOLOGIST, PROJECT (HR)	8	\$105.00	\$840.00
DRAFTING	2	\$85.00	\$170.00
Other Daily Rates			
VEHICLE-STANDARD (DAY)			\$100.00
ENVIRONMENTAL DATABASE REPORT			\$200.00
TOTAL			\$3,570.00
10% CONTINGENCY			\$357.00
TOTAL WITH CONTINGENCY			\$3,927.00

The following is PSIs 2024 Fee Schedule.

2024 FEE SCHEDULE	
Line Item	Standard 2024 Prices
Professional Level Staff	
PRINCIPAL CONSULTANT (HR)	\$225.00
CERTIFIED INDUSTRIAL HYGIENIST (CIH) (HR)	\$190.00
PROFESSIONAL ENGINEER/PROFESSIONAL GEOLOGIST (HR)	\$190.00
PROJECT MANAGER (HR)	\$150.00
ENGINEER/GEOLOGIST, PROJECT (HR)	\$105.00
INDUSTRIAL HYGIENIST, PROJECT (HR)	\$105.00
FIELD TECHNICIAN, ENGINEER/INDUSTRIAL HYGIENE	\$95.00
Support	



DRAFTER/CADD (HR)	\$85.00
ADMIN/CLERICAL (HR)	\$60.00
Other Daily Rates	
VEHICLE-STANDARD (DAY)	\$90.00
MILEAGE	\$0.86
OFFICE CONSUMABLES (SAMPLING SUPPLIES, REPRODUCTION, SHIPPING, ETC.) (DAY)	\$25.00
Other Equipment will be quoted as requested	

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 Dept. Mgr. [insert "owner" or officer title] of Professional Service Industries,
[insert name of business entity], have read the foregoing and agree that Professional Service Ind. 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. Office
Inc.

Dated: 9/10/24

Name: Frank Ross

Signature: 

Title: Dept. Mgr.

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: Professional Service Industries, Inc.
Date of Entity's Contract with District: 10/10/24
Scope of Entity's Contract with District: Phase I FSA

I, Frank Ross [insert name], am the Dept Mgr [insert "owner" or officer title] for Professional Service Industries, Inc. [insert name of business entity] ("Entity"), which entered a contract on October 10, 2024, with the District for Phase I Services

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: October 10, 2024

Signature: 

Typed Name: Frank Ross

Title: Dept Mgr

Entity: Professional Service Industries, Inc.



Oakland Unified School District
L/SLBE Verification
Calculations & Analysis Worksheet (RFQ/P)

Site: Coliseum College Prep Academy
Project Name: Environmental Site Assessment Consulting
Project Number: 21113

Prime	Sub Prime	Proposed SLBE Status	LBP Credit Given	Proposed SLBE %	30% LBU Requirement Met	LBU Potential Points	Notes
Professional Service Industries, Inc.	PSI	LBE	LBE	95.00%	YES		Port of Oakland - LIA Confirmed LBE Credit Given
Total Proposed LBU Participation:				95.00%	2 Pts		SLBE % 0.00% SLBE % 0.00% LBE % 95.00% This firm meets the minimum 30% LBU requirements
Farallon Consulting, L.L.C.	Farallon Consulting	LBE	LBE	95.00%	YES		Port of Oakland - LIA Confirmed LBE Credit Given
Total Proposed LBU Participation:				95.00%	2 Pts		SLBE % 0.00% SLBE % 0.00% LBE % 95.00% This firm meets the minimum 30% LBU requirements
ACC Environmental Consultants	ACC	LBE	LBE	100.00%	YES		City of Oakland - LBE Confirmed LBE Credit Given
Total Proposed LBU Participation:				100.00%	2 Pts		SLBE % 0.00% SLBE % 0.00% LBE % 100.00% This firm meets the minimum 30% LBU requirements
Langan CA, Inc.	Langan	LBE	LBE	100.00%	YES		Port of Oakland - LIA Confirmed LBE Credit Given
Total Proposed LBU Participation:				100.00%	2 Pts		SLBE % 0.00% SLBE % 0.00% LBE % 100.00% This firm meets the minimum 30% LBU requirements
Path Forward Partners, Inc.	Path Forward	LBE	SLBE	90.00%	YES	+ 2 Pts	City of Oakland - SLBE Confirmed SLBE Credit Given
	Lightboxre.com (EDR)	n/a	n/a	0.00%			No LBU Certification Information Provided
Total Proposed LBU Participation:				90.00%	4 Pts		SLBE % 0.00% SLBE % 90.00% LBE % 0.00% This firm meets the minimum 30% LBU requirements



Oakland Unified School District
L/SL/RBE Verification
Calculations & Analysis Worksheet (RFQ/P)

Site: Coliseum College Prep Academy
Project Name: Environmental Site Assessment Consulting
Project Number: 21113

Prime	Subprime	Proposed SLBE Status	LBP Credit Given	Proposed Contract %	30% LBU Requirement Met	LBU Proposed Points	Notes
Baseline Environmental Consulting		LBE	SLBE	100.00%	YES	+2 Pts	Port of Oakland VSBE Confirmed SLBE Credit Given
Total Proposed LBU Participation:				100.00%		4 Pts	City of Oakland - LBE Confirmed LBE Credit Given
Terraphase Engineering Inc.		SLBE	LBE	100.00%	YES		SLRBE % 0.00% SLBE % 0.00% LBE % 100.00%
Total Proposed LBU Participation:				100.00%		2 Pts	SLRBE % 0.00% SLBE % 0.00% LBE % 100.00%

LBU Justification

☐ **Full LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.

☒ **LBU Modification:** Based on the availability analysis conducted for this specific RFQ, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFQ and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)

☐ **Complete LBU Waiver:** The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

Non Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

N/A

- Professional Service Industries, Inc.
- Farallon Consulting, L.L.C.
- ACC Environmental Consultants
- Langan CA, Inc.
- Path Forward Partners, Inc.
- Baseline Environmental Consulting
- Terraphase Engineering Inc.

Shorel A. Sublet
Approval - LBU Compliance Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Professional Service Industries, Inc. 4703 Tidewater Avenue, Suite B Oakland, CA 94601	<table border="1"> <thead> <tr> <th data-bbox="815 428 1430 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 428 1572 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 455 1430 476">INSURER A: QBE Insurance Corporation</td> <td data-bbox="1437 455 1572 476">39217</td> </tr> <tr> <td data-bbox="815 483 1430 504">INSURER B: Zurich American Insurance Company</td> <td data-bbox="1437 483 1572 504">16535</td> </tr> <tr> <td data-bbox="815 510 1430 531">INSURER C: American Zurich Insurance Company</td> <td data-bbox="1437 510 1572 531">40142</td> </tr> <tr> <td data-bbox="815 537 1430 558">INSURER D: QBE Specialty Insurance Company</td> <td data-bbox="1437 537 1572 558">11515</td> </tr> <tr> <td data-bbox="815 564 1430 585">INSURER E:</td> <td data-bbox="1437 564 1572 585"></td> </tr> <tr> <td data-bbox="815 592 1430 613">INSURER F:</td> <td data-bbox="1437 592 1572 613"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: QBE Insurance Corporation	39217	INSURER B: Zurich American Insurance Company	16535	INSURER C: American Zurich Insurance Company	40142	INSURER D: QBE Specialty Insurance Company	11515	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W30534031

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:		CGA 1407408	10/01/2023	10/01/2024	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 25,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 5,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 10,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGG	\$ 5,000,000		\$
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AGGREGATE	\$																			
	\$																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No N/A	WC 7296412-03 (AOS)	10/01/2023	10/01/2024	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																			
E.L. EACH ACCIDENT	\$	1,000,000																		
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																		
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																		
B	Workers Compensation & Employers Liability Per Statute		WC 7296413-03 (MA/WI)	10/01/2023	10/01/2024	<table border="1"> <tr><td>EL Each Accident</td><td>\$1,000,000</td></tr> <tr><td>EL Disease - EA Empl.</td><td>\$1,000,000</td></tr> <tr><td>EL Disease - Pol Lmt.</td><td>\$1,000,000</td></tr> </table>	EL Each Accident	\$1,000,000	EL Disease - EA Empl.	\$1,000,000	EL Disease - Pol Lmt.	\$1,000,000								
EL Each Accident	\$1,000,000																			
EL Disease - EA Empl.	\$1,000,000																			
EL Disease - Pol Lmt.	\$1,000,000																			

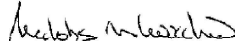
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See next page for additional information:

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn: Juanita Hunter 955 High Street Oakland, CA 94601	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Professional Service Industries, Inc. 4703 Tidewater Avenue, Suite B Oakland, CA 94601	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Includes:

Testing Holdings USA Inc.

Professional Service Industries, Inc.

dba Intertek-PSI

aka PSI

Professional Service Industries Holdings, Inc.

Professional Service Industries Engineerings, PLLC

Pittsburgh Testing Laboratory, Inc.

PSI Acquisitions, Inc.

Midwest Engineering Services, Inc.

Wilson Inspection X-Ray Services, Inc.

Re: Project consists of providing AHERA survey services for school sites throughout Oakland Unified School District. Oakland Unified School District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers is/are included as Additional Insured (except as respects all coverage afforded by the Workers' Compensation and Professional Liability policies) and granted a Waiver of Subrogation as required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company

NAIC#: 11515

POLICY NUMBER: QPL3026198 **EFF DATE:** 09/30/2023 **EXP DATE:** 09/30/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim/Aggregate	\$5,000,000
	SIR	\$1,250,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TESTING HOLDINGS USA INC

Endorsement Effective Date: 10-1-2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TESTING HOLDINGS USA INC

Endorsement Effective Date: 10/1/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT
PROVIDED THAT SUCH CONTRACT WAS EXECUTED PRIOR TO
THE DATE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract or agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract or agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to
Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – WAIVER OF SUBROGATION

Name of Insured:	Testing Holdings USA Inc.
Policy Number:	CGA1407408
Endorsement Number:	GL-OC-2060 (08-20)
Effective Date of Endorsement:	10/01/2023
Name of Insurer:	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION)

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following to the end thereof:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, subject to the following additional provisions:

The written contract or agreement containing such waiver must:

1. Be in effect during the policy period shown in the Declarations, and
2. Have been executed prior to the “bodily injury” or “property damage”.

All other terms and conditions of this Policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

All persons and/or organizations that are required by written contract or agreement with the Insured, executed prior to the Accident or Loss, that Waiver of Subrogation be provided under this policy for work performed by you for that person and/or organization

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 10-01-2023

Effective Policy No. WC 7296413-03

Endorsement No.

Insured Testing Holdings USA Inc

Premium \$

Insurance Company

Zurich American Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

All persons and/or organizations that are required by written contract or agreement with the Insured, executed prior to the Accident or Loss, that Waiver of Subrogation be provided under this policy for work performed by you for that person and/or organization

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 10-1-23

Effective Policy No. WC 7296412-03

Endorsement No.

Insured Testing Holdings USA Inc

Premium \$

Insurance Company

American Zurich Insurance Company

Prime	Sub/Prime	Proposed SLBE Status	LBP Credit Given	Proposed Contract %	50% LBU Requirement Met	LBU Preference Points	Notes			
Professional Service Industries, Inc.	PSI	LBE	LBE	95.00%	YES		Port of Oakland - LIA Confirmed LBE Credit Given			
Total Proposed LBU Participation:				95.00%		2 Pts	SLRBE % 0.00% SLBE % 0.00% LBE % 95.00% This firm meets the minimum OUSD LBU requirements			
Farallon Consulting, L.L.C.	Farallon Consulting	LBE	LBE	95.00%	YES		Port of Oakland - LIA Confirmed LBE Credit Given			
Total Proposed LBU Participation:				95.00%		2 Pts	SLRBE % 0.00% SLBE % 0.00% LBE % 95.00% This firm meets the minimum OUSD LBU requirements			
ACC Environmental Consultants	ACC	LBE	LBE	100.00%	YES		City of Oakland - LBE Confirmed LBE Credit Given			
Total Proposed LBU Participation:				100.00%		2 Pts	SLRBE % 0.00% SLBE % 0.00% LBE % 100.00% This firm meets the minimum OUSD LBU requirements			
Langan CA, Inc.	Langan	LBE	LBE	100.00%	YES		Port of Oakland - LIA Confirmed LBE Credit Given			
Total Proposed LBU Participation:				100.00%		2 Pts	SLRBE % 0.00% SLBE % 0.00% LBE % 100.00% This firm meets the minimum OUSD LBU requirements			
Path Forward Partners, Inc.	Path Forward	LBE	SLBE	90.00%	YES	+ 2 Pts	City of Oakland - SLBE Confirmed SLBE Credit Given			
	Lightboxre.com (EDR)	n/a	n/a	0.00%			No LBU Certification Information Provided			
Total Proposed LBU Participation:				90.00%		4 Pts	SLRBE % 0.00% SLBE % 90.00% LBE % 0.00% This firm meets the minimum OUSD LBU requirements			

Prime	Sub/Prime	Proposed SLBE Status	LBP Credit Given	Proposed Contract %	50% LBU Requirement Met	LBU Proportion Points	Notes				
Baseline Environmental Consulting	Baseline	LBE	SLBE	100.00%	YES	+2 Pts	Port of Oakland VSBE Confirmed SLBE Credit Given				
Total Proposed LBU Participation:				100.00%		4 Pts	This firm meets the minimum 0.00% SLBE, 100.00% LBE, and 0.00% SLRBE requirements.				
Terraphase Engineering Inc.	Terraphase	SLBE	LBE	100.00%	YES		City of Oakland - LBE Confirmed LBE Credit Given				
Total Proposed LBU Participation:				100.00%		2 Pts	This firm meets the minimum 0.00% SLBE, 0.00% LBE, and 100% SLRBE requirements.				

LBU Justification
☐ **Full LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
☒ **LBU Modification -** Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (Inclusive of SLBE and/or LBE participation.)
☐ **Complete LBU Waiver -** The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

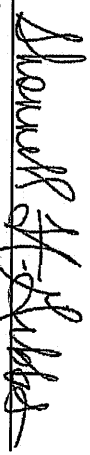
Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

Professional Service Industries, Inc.
Farallon Consulting, L.L.C.
ACC Environmental Consultants
Langan CA, Inc.
Path Forward Partners, Inc.
Baseline Environmental Consulting
Terraphase Engineering Inc.

N/A

Non Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

N/A

Approval - LBU Compliance Officer


LBU Calculations - Coliseum College Prep Academy - Environmental Site Assessment Consulting
Prepared by 360 Total Concept
Professional Services

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Coliseum College Preparatory Academy Site Expansion Project	Site	232
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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	Professional Services Industries, Inc	Agency's Contact	Kimberley Bunting				
OUSD Vendor ID #	003455	Title	Project Manager				
Street Address	4703 Tidewater Avenue, Suite B	City	Oakland	State	CA	Zip	94601
Telephone	510-750-3365	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 #	23113						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-10-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	09-26-2025
		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)	\$3,927.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

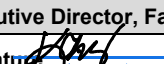
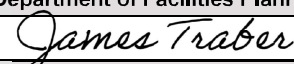
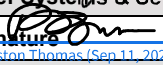
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9859	Fund 21 Measure Y	210-9655-0-9859-8500-6289-232-+9180-9906-9999-21113	6289	\$3,927.00

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, Facilities				
	Signature 	Date Approved	Sep 11, 2024		
	<small>Kenya Chatman (Sep 11, 2024 16:51 PDT)</small>				
2.	Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	9/11/24		
	Chief Systems & Services Officer				
3.	Signature 	Date Approved	Sep 11, 2024		
	<small>Preston Thomas (Sep 11, 2024 20:53 PDT)</small>				
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			