

Board Office Use: Legislative File Info.	
File ID Number	18-0676
Introduction Date	4-11-2018
Enactment Number	18-0597
Enactment Date	4-11-18



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Roland Broach, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date April 11, 2018

Subject Amendment No. 1 Independent Consultant Agreement - ACC Environmental Consultants - Foster Educational Leadership Complex (ELC) Project

Action Requested Approval by the Board of Education of Amendment No. 1, for an Independent Agreement between the District and ACC Environmental Consultants, Oakland, CA, for the latter to provide additional environmental consulting services as described in attached Scope of Work, in conjunction with the Foster Educational Leadership Complex (ELC) Project, extending Agreement term from August 10, 2017 to October 31, 2019, for performance of services specified in the Scope of Work in an amount of \$35,000.00 increasing the previous contract amount from \$120,736.00 to a not-to-exceed amount of \$155,736.00. All remaining portions of the agreement shall remain in full force and effect.

*Agreement approved August 10, 2016; File No. 16-1700; Enactment No. 16-1323

Discussion Additional hazardous materials consulting services are needed.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, for an Independent Agreement between the District and ACC Environmental Consultants, Oakland, CA, for the latter to provide additional environmental consulting services as described in attached Scope of Work, in conjunction with the Foster Educational Leadership Complex (ELC) Project, extending Agreement term from August 10, 2017 to October 31, 2019, for performance of services specified in the Scope of Work in an amount of \$35,000.00 increasing the previous contract amount from \$120,736.00 to a not-to-exceed amount of \$155,736.00. All remaining portions of the agreement shall remain in full force and effect.

*Agreement approved August 10, 2016; File No. 16-1700; Enactment No. 16-1323



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Fiscal Impact

Fund 21, Measure J

Attachments

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



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants

Project Name: Foster Educational Leadership Complex **Project No.:** 15124

Contract Term: Intended Start: 8/10/2016 Intended End: 10/1/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$35,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

Competitive selection from prequalified vendor list.

Summarize the services this Vendor will be providing.

This is the first amendment to ACC Environmental Consultant's original contract. The scope of services includes:

1. Conduct supplemental asbestos and lead survey of the Administration and Annex Building. Additionally collecting samples of suspect exterior sealants and caulking to determine the presences of PCBs. Providing a report of findings with recommendations.
2. Develop hazardous material abement specifications for asbestos, lead and PCB containing materials at the site.
3. Provide abatement oversight, project management and air monitoring services during the removal of hazardous materials from the buildings.

A \$6,170 Owner's contingency as been added.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Vendor has a previous contract with the District.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- ☒ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process")
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☒ **Other, please provide specific exception**

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

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **ACC Environmental Consultants** OUSD entered into an Agreement with CONTRACTOR for services on August 10, 2016 and the parties agree to amend that Agreement as follows:

1. **Services:** ☒ The scope of work is unchanged. ☐ The scope of work has changed.
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. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of work to provide additional hazardous materials consulting services as needed.

2. **Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If term is changed: The contract term is extended by an additional 26 months and the amended expiration date is October 1, 2019. *pursuant to Paragraph 2 of original contract, term is extended.*

3. **Compensation:** ☒ The contract price is unchanged. ☐ The contract price has changed.
If the compensation is changed: The contract price is
☒ increase of \$35,000.00 to the original contract amount
☐ Decrease of \$ _____ to original contract amount
 and the contract total is **One Hundred Fifty-Five Thousand Seven Hundred Thirty-Six NO/100 dollars (\$155,736.00).**

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

5. **Amendment History:**
☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

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

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

OAKLAND UNIFIED SCHOOL DISTRICT


Aimee Eng 4-11-18
 Aimee Eng, President,
 Board of Education Date

Kyla Johnson-Trammell 4-11-18
 Kyla Johnson-Trammell, Superintendent
 Secretary, Board of Education Date


CONTRACTOR

Heather Sobky 3/22/2018
 Contractor Signature Date

Heather Sobky, Vice President & COO
 Print Name, Title


 Roland Broach, Interim Deputy Chief
 Facilities, Planning and Management

3-23-18
 Date


 Marion McWilliams,
 General Counsel, Facilities, Planning and Management

3/26/18
 Date

EXHIBIT "A" Scope of Work

Contractor Name: ACC Environmental Consultants

Billing Rate: \$35,000.00

1. Description of Services to be Provided

The scope of work to provide additional hazardous materials consulting services as needed.

2. Specific Outcomes:

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

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

<input type="checkbox"/> 0 Ensure a high quality instructional core	<input type="checkbox"/> 0 Prepare students for success in college and careers
<input type="checkbox"/> 0 Develop social, emotional and physical health	<input type="checkbox"/> 0 Safe, healthy and supportive schools
<input checked="" type="checkbox"/> X Create equitable opportunities for learning	<input checked="" type="checkbox"/> x Accountable for quality
<input type="checkbox"/> 0 High quality and effective instruction	<input type="checkbox"/> 0 Full service community district

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


 Cesar Monterrosa
 Director of Facilities Planning & Management



Environmental Project Cost Estimate

Project Information

ELC Renovation Project
Paul Robeson & Ethel Moore
1025 2nd Avenue
Oakland, CA

Client Information

Paul Orr
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 73252

Date Prepared: Thursday, March 15, 2018

Scope of Work Description

ACC Environmental Consultants (ACC) understands that Oakland Unified School District is planning a renovation of the former Administration Site at 1025 2nd Avenue. The site consists of the Paul Robeson Administration Building and the Ethel Moore Memorial Building.

ACC has been asked to provide this proposal for hazardous materials consulting services. The scope of our services is outlined below:

Task 1 - An ACC Senior Project Manager/Designer will meet at the site with the project team to review conditions. The designer will review the current DD drawings to begin determining the scope of abatement necessary to support the renovation projects. As necessary a scope of supplemental sampling will be created and implemented as part of Task 2 below. The designer will bill against the proposed allowance at a rate of \$165/hour. As necessary the ACC Project Manager/Designer will attend design coordination meetings.

Task 2 - Conduct supplemental asbestos and lead survey of the Administration and Annex Building. Additionally collect samples of suspect exterior sealants and caulking to determine the presence of PCBs. Provide a report of findings with recommendations.

Task 3 - Develop hazardous material abatement specifications for asbestos, lead and PCB containing materials at the site.

Task 4 - Provide abatement oversight, project management and air monitoring services during the removal of hazardous materials from the buildings.

Assumptions and Exclusions:

- 1) Buildings will be free of people not permitted to be onsite during our work.
- 2) Asbestos abatement oversight shifts include up to four PCM air samples per shift. The fee is based about an 8-hour work day. If the contractor elects to work 10-hour shifts, overtime rates will apply for the additional hours worked.
- 3) The estimate number of shifts for abatement oversight may change as the scope of work becomes better defined. The estimate has been prepared prior to knowing the type, quantity and location of hazardous materials present in the building. Additionally, the scope of the renovation is not known at this time. The actual number of oversight shifts will be determined once the scope of work and schedule has been determined.
- 4) If PCBs are found in the samples collected, additional sampling may be necessary to define the extent of PCB removal work. The scope of additional sampling will be proposed under a separate proposal.

All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2018 Standard Terms & Conditions apply to all services.

No. Cal. Office: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • Phone (510) 638-8400 • Fax: (510) 638-8404
So. Cal. Office: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, CA 90017 • (213) 353-1240 • Fax: (213) 353-1244



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/27/2017

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

TYPE OF INSURANCE	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 <input checked="" type="checkbox"/> POLLUTION LIAB <input type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	FEI-ECC-10782-05 CPL RETRO: 03/20/89	10/28/17	10/28/18	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td>PRODUCTS - COM/OPAGG</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)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COM/OPAGG	\$ 5,000,000		\$
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GENERAL AGGREGATE	\$ 5,000,000																	
PRODUCTS - COM/OPAGG	\$ 5,000,000																	
	\$																	
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COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
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	\$																	
C WORKERS COMPENSATION AND EMPLOYERS LIABILITY ADV PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	ACWC815534	05/01/17	05/01/18	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																		
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																	
A PROF. LIAB. CLAIMS MADE	FEI-ECC-10782-05 RETRO: 03/20/89	10/28/17	10/28/18	\$5,000,000 OCCURRENCE														
D PROP/EQUIPMENT	2751132	12/30/17	12/30/18	\$5,000,000 AGGREGATE														

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

RE: DR. MARCUS FOSTER EDUCATIONAL LEADERSHIP CAMPUS ACC#TBD
OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES HAVE BEEN NAMED AS ADDITIONAL INSURED. PRIAMRY COVERAGE APPLIES. 30 DAY NOTICE APPLIES.
(BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA. 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Additional Insured – Owners, Lessees or Contractors – Completed Operations

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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



Automatic Waiver of Subrogation Endorsement

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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

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

Board Office Use: Legislative File Info.	
File ID Number	16-1700
Introduction Date	8-10-2016
Enactment Number	16-1323
Enactment Date	8/10/16



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date August 10, 2016

Subject Independent Contractor Agreement for Professional Services - ACC
Environmental Consultants - Dr. Marcus Foster Leadership Campus Project

Action Requested Approval by the Board of Education of an Independent Contractor Agreement between the District and ACC Environmental Consultants, Oakland, CA for the latter to provide a survey of all hazardous materials for the existing buildings on the site, produce construction documents and provide monitoring services during the hazardous materials removal phase of the project in conjunction with the Dr. Marcus Foster Leadership Campus Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing in August 10, 2016 and concluding no later than August 10, 2017, in an amount not-to-exceed \$120,736.00.

Discussion Competitive selection from competitively prequalified vendor list.

LBP (Local Business Participation Percentage) 100.00%

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

Recommendation Approval by the Board of Education of an Independent Contractor Agreement between the District and ACC Environmental Consultants, Oakland, CA for the latter to provide a survey of all hazardous materials for the existing buildings on the site, produce construction documents and provide monitoring services during the hazardous materials removal phase of the project in conjunction with the Dr. Marcus Foster Leadership Campus Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing in August 10, 2016 and concluding no later than August 10, 2017, in an amount not-to-exceed \$120,736.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Independent Contractor Agreement including scope of work

- Consultant Proposal
 - Certificate of Insurance
-
-



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants

Project Name: Foster Leadership Campus

Project No.: 15124

Contract Term: Intended Start:

Intended End:

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$120,736.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this Vendor selected?

Competitive selection from competitively prequalified vendor list.

Summarize the services this Vendor will be providing.

Scope of services includes performing a survey of all hazardous material for the existing buildings on the site, producing construction documents and providing monitoring services during hazardous material removal phase of project.

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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

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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Foster Educational Leadership Complex (ELC) Project	Site	310
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Name	ACC Environmental Consultants	Agency's Contact		Stephen Jackson				
OUSD Vendor ID #	V057331	Title		Project Manager				
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA	Zip	94621	
Telephone	510-638-8400	Policy Expires						
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	15124							

Term

Date Work Will Begin	8-10-2016	Date Work Will End By (not more than 5 years from start date)	10-31-2019
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Compensation

Total Contract Amount	\$120,736.00	Total Contract Not To Exceed	\$155,736.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$35,000.00
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
9450	Fund 21, Measure J	3109905890	6170	\$35,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature			Date Approved	3/23/18
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	3/26/18
	Deputy Chief, Facilities Planning and Management				
3.	Signature			Date Approved	
	Senior Business Officer, Board of Education				
4.	Signature			Date Approved	
	President, Board of Education				
5.	Signature			Date Approved	

INDEPENDENT CONSULTANT
Greater Than \$87,700

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the 22nd day of July in the year 2016, between the ~~Oakland Unified School District~~ ("District") and ~~ACC Environmental Consultants~~ ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

Scope of services includes performing a survey of all hazardous material for the existing buildings on the site, producing construction documents and providing monitoring services during hazardous material removal phase of project.

2. **Term.** Consultant shall commence providing Services under this Agreement on August 11, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on August 11, 2017. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u> Signed Agreement	<u> </u> W-9 Form
<u> X </u> Insurance Certificates & Endorsements	<u> X </u> Workers' Compensation Certificate
<u> N/A </u> Bonds (as requested by District)	<u> X </u> Debarment Certification
<u> X </u> Fingerprinting/Criminal Background Investigation Certification	<u> </u> Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a maximum amount not-to-exceed **One hundred twenty thousand, seven hundred thirty six dollars and no cents (\$120,736.00)** ("Contract Price"). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

6. ~~**Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.~~
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.
9. **Standard of Care.**
 - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent ~~of said matter in the name of the District. Consultant consents to use of Consultant's name in~~ conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Termination.

12.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Without Cause by Consultant. Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

12.3.1. material violation of this Agreement by the Consultant; or

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

~~12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.~~

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

~~14.1.1. Commercial General Liability and Automobile Liability Insurance.~~

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

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period

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

- 14.2.4 All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with the amendments to Section 12900

and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

22. Fingerprinting of Employees. The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

23. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

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

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

25. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

26. Disputes: In the event of a dispute between the parties concerning the Agreement, interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. In the event of a dispute, Consultant shall neither rescind the Agreement nor stop Work.

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

28. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given, served, and received by registered or certified mail, or deposited in the United States mail, registered or certified mail, return receipt requested.

required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

900 High Street
Oakland, CA 94601
Tel: 510-535-7038
ATTN: Tadashi Nakadegawa

Consultant

ACC Environmental Consultants
~~7977 Capwell Drive, Suite 100~~
Oakland, CA 94621
Tel: 510-638-8400
ATTN: Mark Sanchez

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

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

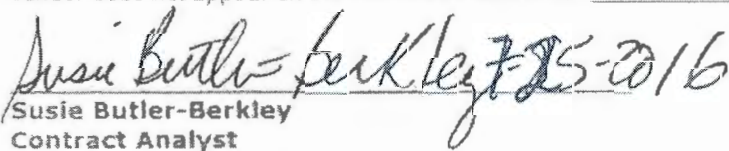
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

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

32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

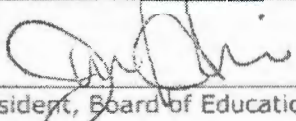
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

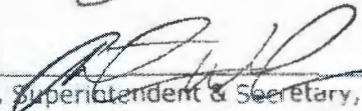
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions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


Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 8/11/16 Date


Antwan Wilson, Superintendent & Secretary, Board of Education 8/11/16 Date


Joe Dominguez, Deputy Chief, Facilities Planning and Management Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 7.26.16 Date

CONSULTANT


By: Mark A. Sanchez, CAC, CHMM 7/22/2016 Date
Its: Vice President

Information regarding Consultant:

Consultant: ACC Environmental Consultants, Inc.

94-300-2813

License No.: 7977 Capwell Drive, Suite 100

Employer Identification and/or
Social Security Number

Address: Oakland, CA 94621

Telephone: 510-638-8400

Facsimile: 510-638-8404

E-Mail: msanchez@accenv.com

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:

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


WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 7/22/2016
Proper Name of Consultant: ACC Environmental Consultants, Inc.
Signature: 
Print Name: Mark A. Sanchez
Title: Vice President

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 22nd day of July 2016 for the purposes of submission of this Agreement.

By: _____

Signature

Mark A. Sanchez

Typed or Printed Name

Vice President

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

____ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: Stephen Jackson

Title: Senior Project Manager

____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

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

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 7/22/2016
Proper Name of Consultant: ACC Environmental Consultants, Inc.
Signature: _____
Print Name: Mark A. Sanchez
Title: Vice President

EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]

Environmental Project Cost Estimate *(continued)*

Page 2

Project Name: **Dr. Marcus Foster Educational Leadership Campus**
 Administration Building Site
 1025 Second Avenue
 Oakland, CA

Jang, Collard
Oakland Unified School District
 955 High Street
 Oakland, CA 94601

EXHIBIT A

ACC Project No.: 70357

Thursday, July 21, 2016

Task Number and Description	Unit Price	Units	Quantity	Amount
Task 1A - Administration Building Survey and Report				
Asbestos Survey with Lead and PCB sampling	\$5,500.00	Lump Sum	1	\$5,500.00
PLM (Asbestos Bulk)	\$16.00	Each	160	\$2,560.00
Lead Bulk Sample	\$20.00	Each	15	\$300.00
PCB Bulk Sample (Standard TAT)	\$85.00	Each	12	\$1,020.00
Task Sub-total:				\$9,380.00
Task 1B - Annex Building Survey and Report				
Asbestos Survey with Lead and PCB sampling	\$5,500.00	Lump Sum	1	\$5,500.00
PLM (Asbestos Bulk)	\$16.00	Each	160	\$2,560.00
Lead Bulk Sample	\$20.00	Each	15	\$300.00
PCB Bulk Sample (Standard TAT)	\$85.00	Each	12	\$1,020.00
Task Sub-total:				\$9,380.00
Task 2A - Administration Building - Hazardous Materials Specification Development				
Hazardous Materials Specification	\$1,000.00	Each	1	\$1,000.00
Task Sub-total:				\$1,000.00
Task 2A - Annex Building - Hazardous Materials Specification Development				
Hazardous Materials Specification	\$1,000.00	Each	1	\$1,000.00
Task Sub-total:				\$1,000.00
Task 3A - Administration Building - Interior Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$950.00	Each	20	\$19,000.00
Final Report	\$1,000.00	Each	1	\$1,000.00
Transmission Electron Microscopy (TEM)	\$150.00	Samples	40	\$6,000.00
Task Sub-total:				\$26,000.00
Task 3B - Annex Building - Interior Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$950.00	Each	20	\$19,000.00
Final Report	\$1,000.00	Each	1	\$1,000.00
Transmission Electron Microscopy (TEM)	\$150.00	Samples	20	\$3,000.00
Task Sub-total:				\$23,000.00
Task 4A - Administration Building - Exterior Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$950.00	Each	20	\$19,000.00
Final Report	\$1,000.00	Each	1	\$1,000.00
Task Sub-total:				\$20,000.00



An Employee Owned Company

No. Cal. Office: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • Phone (510) 638-8400 • Fax: (510) 638-8404
 So. Cal. Office: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, CA 90017 • (213) 353-1240 • Fax: (213) 353-1244

Environmental Project Cost Estimate *(continued)*

Page 3

Project Name: **Dr. Marcus Foster Educational Leadership Campus**
Administration Building Site
1025 Second Avenue
Oakland, CA

Jang, Colland
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 70357

Thursday, July 21, 2016

Task Number and Description	Unit Price	Units	Quantity	Amount
Task 4B - Annex Building - Exterior Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$950.00	Each	20	\$19,000.00
Final Report	\$1,000.00	Each	1	\$1,000.00
Task Sub-total:				\$20,000.00

Approved:**Total Environmental Consulting Services Cost: \$109,760.00**

Name: _____
Signature: _____
Title: _____
Date: _____
PO Number: _____
Tasks Approved: _____ or ALL

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



No. Cal. Office: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • Phone (510) 638-8400 • Fax: (510) 638-8404
So. Cal. Office: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, CA 90017 • (213) 353-1240 • Fax: (213) 353-1244



Environmental Project Cost Estimate

Project Information

Dr. Marcus Foster Educational Leadership Campus
Administration Building Site
1025 Second Avenue
Oakland, CA

Client Information

Colland Jang
Oakland Unified School District
955 High Street
Oakland, CA 94601

EXHIBIT A

ACC Project No 70357 3029-273.00

Date Prepared Thursday, July 21, 2016

Scope of Work Description

ACC Environmental Consultants (ACC) understands that Oakland Unified School District is exploring the development of the Administration Building Site. The site consists of the Paul Robeson Administration Building and the Ethel Moore Memorial Building.

ACC has been asked to provide this proposal for hazardous materials consulting services. The scope of our services is outlined below:

Task 1 - Conduct a pre-renovation asbestos and lead survey of the Administration and Annex Building. Additionally collect samples of suspect exterior sealants and caulking to determine the presence of PCBs. Provide a report of findings with recommendations.

Task 2 - Develop hazardous material abatement specifications for asbestos, lead and PCB containing materials at the site.

Task 3 - Provide abatement oversight and air monitoring services during the removal of hazardous materials from inside of the buildings

Task 4 - Provide abatement oversight and air monitoring services during the removal of hazardous materials from the exterior of the buildings

Assumptions and Exclusions:

- 1) Buildings will be free of people not permitted to be onsite during our work
- 2) Asbestos abatement oversight shifts include up to four PCM air samples per shift. The fee is based about an 8-hour work day. If the contractor elects to work 10-hour shifts, overtime rates will apply for the additional hours worked
- 3) The estimate number of shifts for abatement oversight may change as the scope of work becomes better defined. The estimate has been prepared prior to knowing the type, quantity and location of hazardous materials present in the building. Additionally, the scope of the renovation is not known at this time. The actual number of oversight shifts will be determined once the scope of work and schedule has been determined.
- 4) If PCBs are found in the samples collected, additional sampling may be necessary to define the extent of PCB removal work. The scope of additional sampling will be proposed under a separate proposal.

Environmental Project Cost Estimate (continued)

Page 2

Project Name **Dr. Marcus Foster Educational Leadership Campus**
Administration Building Site
1025 Second Avenue
Oakland, CA

Jang, Collard
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No. 70357 3029-273.00

Thursday, July 21, 2016

Task Number and Description	Unit Price	Units	Quantity	Amount
Task 1A - Administration Building Survey and Report				
Asbestos Survey with Lead and PCB sampling	\$5,500.00	Lump Sum	1	\$5,500.00
PLM (Asbestos Bulk)	\$16.00	Each	160	\$2,560.00
Lead Bulk Sample	\$20.00	Each	15	\$300.00
PCB Bulk Sample (Standard TAT)	\$85.00	Each	12	\$1,020.00
Task Sub-total:				\$9,380.00
Task 1B - Annex Building Survey and Report				
Asbestos Survey with Lead and PCB sampling	\$5,500.00	Lump Sum	1	\$5,500.00
PLM (Asbestos Bulk)	\$16.00	Each	160	\$2,560.00
Lead Bulk Sample	\$20.00	Each	15	\$300.00
PCB Bulk Sample (Standard TAT)	\$85.00	Each	12	\$1,020.00
Task Sub-total:				\$9,380.00
Task 2A - Administration Building - Hazardous Materials Specification Development				
Hazardous Materials Specification	\$1,000.00	Each	1	\$1,000.00
Task Sub-total:				\$1,000.00
Task 2A - Annex Building - Hazardous Materials Specification Development				
Hazardous Materials Specification	\$1,000.00	Each	1	\$1,000.00
Task Sub-total:				\$1,000.00
Task 3A - Administration Building - Interior Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$950.00	Each	20	\$19,000.00
Final Report	\$1,000.00	Each	1	\$1,000.00
Transmission Electron Microscopy (TEM)	\$150.00	Samples	40	\$6,000.00
Task Sub-total:				\$26,000.00
Task 3B - Annex Building - Interior Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$950.00	Each	20	\$19,000.00
Final Report	\$1,000.00	Each	1	\$1,000.00
Transmission Electron Microscopy (TEM)	\$150.00	Samples	20	\$3,000.00
Task Sub-total:				\$23,000.00
Task 4A - Administration Building - Exterior Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$950.00	Each	20	\$19,000.00
Final Report	\$1,000.00	Each	1	\$1,000.00
Task Sub-total:				\$20,000.00



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Environmental Project Cost Estimate

Page 3

Project Name **Dr. Marcus Foster Educational Leadership Campus**
Administration Building Site
1025 Second Avenue
Oakland, CA

Jang, Collard
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No. 70357 3029-273.00

Thursday, July 21, 2016

Task Number and Description	Unit Price	Units	Quantity	Amount
Task 4B - Annex Building - Exterior Abatement Oversight				
Abatement Oversight (8-hour Shift)	\$950.00	Each	20	\$19,000.00
Final Report	\$1,000.00	Each	1	\$1,000.00
Task Sub-total:				\$20,000.00

Approved: **Total Environmental Consulting Services Cost: \$109,760.00**

Name _____
Signature _____
Title: _____
Date _____
PO Number: _____
Tasks Approved _____ or ALL

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



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

USER NAME

PASSWORD

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Entity Dashboard

[Entity Overview](#)

Entity Registration

- Core Data
- Assertions
- Reps & Certs
- POCs

Exclusions

- Active Exclusions
- Inactive Exclusions
- Excluded Family Members

[RETURN TO SEARCH](#)

ACC ENVIRONMENTAL CONSULTANTS, INC.

DUNS: 175419589 CAGE Code: 1HZM0

Status: Active

Expiration Date: 06/28/2017

Purpose of Registration: All Awards

7977 CAPWELL DR STE 100
OAKLAND, CA, 94621-2105 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: ACC ENVIRONMENTAL CONSULTANTS, INC.

Doing Business As: A C C

Business Type: Business or Organization

Last Updated By: Heather Sobky

Registration Status: Active

Activation Date: 06/28/2016

Expiration Date: 06/28/2017

Exclusion Summary

Active Exclusion Records? No



CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
7/22/2016

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

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

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME KELLY LAZARO PHONE (916) 939-1080 FAX (916) 939-1085 EMAIL ADDRESS														
INSURED ACC ENVIRONMENTAL CONSULTANTS, INC. 7977 CAPWELL DRIVE, SUITE 100 OAKLAND, CA 94621	INSURERS AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAME</th></tr></thead><tbody><tr><td>ADMITTED</td><td>ADMIRAL INSURANCE COMPANY</td></tr><tr><td>INSURER</td><td>UNITED FINANCIAL</td></tr><tr><td>INSURER</td><td>OAK RIVER INS. CO.</td></tr><tr><td>INSURER</td><td>QBE INS. CO.</td></tr><tr><td>INSURER</td><td></td></tr><tr><td>INSURER</td><td></td></tr></tbody></table>	INSURER	NAME	ADMITTED	ADMIRAL INSURANCE COMPANY	INSURER	UNITED FINANCIAL	INSURER	OAK RIVER INS. CO.	INSURER	QBE INS. CO.	INSURER		INSURER	
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INSURER	UNITED FINANCIAL														
INSURER	OAK RIVER INS. CO.														
INSURER	QBE INS. CO.														
INSURER															
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COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER																																			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																					
<table border="1"><thead><tr><th>TYPE OF INSURANCE</th><th>POLICY NUMBER</th><th>POLICY EFF. DATE</th><th>POLICY EXPIRATION DATE</th><th>LIMITS</th></tr></thead><tbody><tr><td><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIAB <input type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER</td><td>FEI-ECC-10782-03 CPL RETRO: 03/20/89</td><td>10/28/15</td><td>10/28/16</td><td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (if a occurrence) \$ 5,000,000 MED EXP. (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPOD AGG \$ 5,000,000 COMBINED SINGLE LIMIT (if a occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ EACH OCCURRENCE \$ AGGREGATE \$</td></tr><tr><td><input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS</td><td>02447227-8</td><td>01/13/16</td><td>01/13/17</td><td>PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td></tr><tr><td><input type="checkbox"/> UMBRELLA LIA <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIA <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$</td><td>ACWC709411</td><td>05/01/16</td><td>05/01/17</td><td></td></tr><tr><td><input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in NH) 1. See Description under "DESCRIPTION OF OPERATIONS" below</td><td>FEI-ECC-10782-03 RETRO: 03/20/89</td><td>10/28/15</td><td>10/28/16</td><td></td></tr><tr><td><input type="checkbox"/> PROP. LIAB. <input type="checkbox"/> CLAIMS MADE</td><td>2751132</td><td>12/30/15</td><td>12/30/16</td><td></td></tr><tr><td><input type="checkbox"/> PROP/EQUIPMENT</td><td></td><td></td><td></td><td></td></tr></tbody></table>	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIAB <input type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER	FEI-ECC-10782-03 CPL RETRO: 03/20/89	10/28/15	10/28/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (if a occurrence) \$ 5,000,000 MED EXP. (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPOD AGG \$ 5,000,000 COMBINED SINGLE LIMIT (if a occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ EACH OCCURRENCE \$ AGGREGATE \$	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02447227-8	01/13/16	01/13/17	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	<input type="checkbox"/> UMBRELLA LIA <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIA <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$	ACWC709411	05/01/16	05/01/17		<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in NH) 1. See Description under "DESCRIPTION OF OPERATIONS" below	FEI-ECC-10782-03 RETRO: 03/20/89	10/28/15	10/28/16		<input type="checkbox"/> PROP. LIAB. <input type="checkbox"/> CLAIMS MADE	2751132	12/30/15	12/30/16		<input type="checkbox"/> PROP/EQUIPMENT						
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<input type="checkbox"/> PROP/EQUIPMENT																																					

DESCRIPTION OF OPERATIONS / LOCATIONS: VEHICLES: (ACORD 101 Additional Remarks Schedule may be attached if more space is required)
RE: DR. MARCUS FOSTER EDUCATIONAL LEADERSHIP CAMPUS ACC#THD
OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYERS, AGENTS, AND REPRESENTATIVES HAVE BEEN NAMED AS ADDITIONAL INSURED. PRIMARY COVERAGE APPLIES. 30 DAY NOTICE APPLIES. (BLANKET ENDORSEMENTS ATTACHED)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/21/2016

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADBL INSD	SUBR 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 <input checked="" type="checkbox"/> POLLUTION LIAB <input type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			FEI-ECC-10782-03 CPL RETRO: 03/20/89	10/28/15	10/28/16	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02447227-8	01/13/16	01/13/17	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> 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		ACWC709411	05/01/16	05/01/17	<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
A	PROF. LIAB. CLAIMS MADE PROP/EQUIPMENT			FEI-ECC-10782-03 RETRO: 03/20/89 2751132	10/28/15 12/30/15	10/28/16 12/30/16	\$5,000,000 OCCURRENCE \$5,000,000 AGGREGATE


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

RE: DR. MARCUS FOSTER EDUCATIONAL LEADERSHIP CAMPUS ACC#TBD

OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES HAVE BEEN NAMED AS ADDITIONAL INSURED. PRIAMRY COVERAGE APPLIES. 30 DAY NOTICE APPLIES. (BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA. 94601	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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**Additional Insured – Owners, Lessees or Contractors –
Completed Operations**

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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



ACC Environmental Consultants, Inc., Ecologic Systems dba
Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10/28/2015 attaches to and forms a part of Policy Number FEI-ECC-10782-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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



ACC Environmental Consultants, Inc., Ecologic Systems dba
Endorsement Number: 6

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/28/2015 attaches to and forms a part of Policy Number FEI-ECC-10782-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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

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



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

This endorsement, effective 10/28/2015 attaches to and forms a part of Policy Number
FEI-ECC-10782-03. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

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

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



Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 10/28/2015 attaches to and forms a part of Policy Number
FEI-ECC-10782-03. This endorsement changes the Policy. Please read it carefully.

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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



INDEPENDENT CONSULTANT ROUTING FORM

Project Information

Project Name Dr. Marcus Foster Educational Leadership Campus Site 310

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist ☐ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	ACC Environmental	Agency's Contact	Marcus Sanchez				
OUSD Vendor ID #	V057331	Title	Project Manager				
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA	Zip	94621
Telephone	510-638-8400	Policy Expires	10-28-2016				
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 #	15124						

Term

Date Work Will Begin	8/10/2016	Date Work Will End By (not more than 5 years from start date)	8/10/2017
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$120,736.00
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
9450	Fund 21, Measure J	3109905890	6170	\$120,736.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature		Date Approved	7/25/16	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	7-26-16	
3.	Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved		
4.	Senior Business Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		