

Board Office Use: Legislative File Info.	
File ID Number	19- 1243
Introduction Date	6-12-2019
Enactment Number	19-0934
Enactment Date	6/12/19 If



OAKLAND UNIFIED
SCHOOL DISTRICT
Learning. Growing. Thriving. Students.

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Rebecca Littlejohn, Risk Management Officer, Risk Management Department

Board Meeting Date June 12, 2019

Subject Independent Consultant Agreement for Professional Services Greater Than \$92,600 - Professional Service Industries, Inc. -Asbestos Hazard Emergency Response Act (AHERA) Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services Greater Than \$92,600 between the District and Professional Service Industries, Oakland, CA, for the latter to provide asbestos building inspection in accordance with Environmental Protection Agency's (EPA's), asbestos containing materials in school; final rule, asbestos building inspection services will be performed utilizing California Certified Asbestos Building Inspectors, internal building components will be evaluated throughout each OUSD sites, reports will be provided within 30 days of completing the survey, reports will include an asbestos containing material location drawings for each structure, scope will include the collect of bulk samples, in conjunction with the Asbestos Hazard Emergency Response Act (AHERA) Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 13, 2019 and concluding no later than October 31, 2019, in an amount not-to exceed \$226,081.18

Discussion Services are required for asbestos building inspection to be current according to EPA's codes and standards.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement for Professional Services Greater Than \$92,600 between the District and Professional Service Industries, Oakland, CA, for the latter to provide asbestos building inspection in accordance with Environmental Protection Agency's (EPA's), asbestos containing materials in school; final rule, asbestos building inspection services will be performed utilizing California Certified Asbestos Building Inspectors, internal building components will be evaluated throughout each OUSD sites, reports will be provided within 30 days of completing the survey, reports will include an asbestos containing material location drawings for each structure, scope will include the collect of bulk samples, in conjunction with the Asbestos Hazard Emergency Response Act (AHERA) Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June

13, 2019 and concluding no later than October 31, 2019, in an amount not-to exceed \$226,081.18

Fiscal Impact

Fund 67

Attachments

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



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

Legislative File ID No. _____

Department: Risk Management

Vendor Name: Professional Service Industries, Inc

Project Name: AHERA – Various Sites **Project No.:** 19109

Contract Term: Intended Start: 6/13/2019 Intended End: 10/31/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$226,081.18

Approved by: Rebecca Littlejohn

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?

Thru an RFP process

Summarize the services this Vendor will be providing.

Inspection to identify, sample and map the location of Asbestos Containing Building Material (ACBM). To ensure that the management plans developed for the District contain the proper protocols for the District to correct any non-compliance that is within the District's authority to correct, including failure to designate a person to ensure AHERA requirements are met, failure to train the designated person or maintenance/custodial personnel, failure to post warning labels adjacent to friable and nonfriable ACM in routine maintenance areas, and if the sign are not readily visible upon entry and read as required under the AHERA.

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

If No, please answer the following:

1) How did you determine the price is competitive?

There was a total of 5 firms submitting RFP's. PSI was most qualified of the 5 firms.

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**

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Greater than \$92,600

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **13th day of June 2019**, by and between the **Oakland Unified School District** ("District") and **Professional Service Industries, Inc.** ("Consultant"), (together, "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"):

Scope of work describes as follows: Firm shall provide a comprehensive asbestos building inspection in accordance with Environmental Protection Agency's (EPA's). Asbestos Hazard Emergency Response Act (AHERA) 40 CFR Part 763, Subpart E, Asbestos Containing Materials in Schools; Final Rule. Asbestos building inspection services will be performed utilizing California Certified Asbestos Building Inspectors. Internal building components will be evaluated throughout each Oakland Unified School District site. Reports will be provided within 30 days of completing the survey. Reports will include an asbestos containing material location drawings for each structure. This scope will include the collect of bulk samples.

Term. Consultant shall commence providing Services under this Agreement on **June 13, 2019**, and will diligently perform as required and complete performance by **October 31, 2019**, unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.

2. **Submittal of Documents.** The Consultant shall not commence the Services under this Contract 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:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Debarment Certification	Other: _____
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

3. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement, a not to exceed fee of **TWO HUNDRED TWENTY-SIX THOUSAND, EIGHTY-ONE DOLLARS AND EIGHTEEN CENTS (\$226,081.18)**, paid monthly in proportion to Services performed.

- 3.1. District shall pay Consultant for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the

Services for which payment is to be made (such approval not to be unreasonably withheld or delayed).

3.2. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with Section 25 below.

4. **Expenses.** Expenses will not be charged for Consultant's performance of these Services.

5. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

6. **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.

7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

8. **Performance of Services / Standard of Care.**

8.1. **Standard of Care.** 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.

8.1.1. 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.

8.1.2. 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.

8.1.3. 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.

8.1.4. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or

omission that Consultant or its employees may discover. Consultant shall use professional efforts in identifying any errors, inconsistencies, or omissions.

8.1.5. Any representations, recommendations, opinions or conclusions relating to the Services provided by Consultant must be made in writing by duly authorized representatives of Consultant.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services.** Except as to standard generic details, 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.

10. **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 (specifically excluding any underlying pre-existing intellectual property). District may, with Consultant's prior written consent, use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination.

11.1. **For Convenience 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 (3) calendar days after the day of mailing, whichever is sooner.

11.2. **For Convenience 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.

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

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

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

11.3.3. 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.

11.4. 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.

12. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. **Insurance.**

13.1. 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.

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

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the 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.

13.1.3. **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	\$ 2,000,000
Automobile Liability Insurance - Any Auto	

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

13.2. **Proof of Carriage of Insurance.** 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:

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

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

13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, 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. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance shall be written on an occurrence form.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. **Compliance with Laws.** Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable 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 Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are 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 Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly 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.

16. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

17. **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.

18. **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.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, 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 Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 20.1. All site visits shall be arranged through the District;
 - 20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 20.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
21. **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.
22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **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:
- 23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

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

24. **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.

25. **Disputes:** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

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

27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Tadashi Nakadegawa

Professional Service Industries
4703 Tidewater Avenue, Suite B
Oakland, CA 94601
Tel: 510-434-9200 ext. 304
ATTN: L. Jerry Stallworth

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.

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

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibit.** The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
33. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
34. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
35. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
36. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
37. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
38. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
39. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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>



Rebecca Littlejohn,
Risk Manager Office, Risk Management Department

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date Indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

Almee Eng

6/13/19

Almee Eng, President, Board of Education

Date

Rhonda Johnson

6/13/19

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

Date

Rebecca Littlejohn, Risk Manager Office, Risk Management Department

Date

APPROVED AS TO FORM:

Kelly M Rem
OUSD Facilities Legal Counsel

5/23/19

Date

CONSULTANT

Robert White, Regional Vice President

5-13-19

Date

Information regarding Consultant:

Consultant: Professional Service Industries, Inc

License No.: _____

Address: 4703 Tidewater Ave., Suite B
Oakland, CA 94601

Telephone: (510) 434-9200

Facsimile: (510) 434-7676

E-Mail: robert.white@psusg.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: Delaware

☐ Limited Liability Company

☐ Other: _____

37-0962090

Employer Identification and/or
Social Security Number

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.

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:

5-15-19

Proper Name of Consultant:

Professional Service Industries, Inc.

Signature:

[Signature]

Print Name:

Robert White

Title:

Regional 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**

The undersigned is aware of and hereby certify that neither **Professional Services Industries, Inc.** ("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. Further, the undersigned agrees to 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 15 day of May 2019 for the purposes of submission of this Agreement.

By: _____



Signature

Robert White

Typed or Printed Name

Regional Vice President

Title

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

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

- ☒ The installation of a physical barrier at the worksite to limit contact with pupils.

- ☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

- ☐ Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 5-15-19

Name of Consultant: Professional Service Industries, Inc.

Signature: [Signature]

Print Name and Title: Robert White - Regional Vice President

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Contract #11: Independent Consultant Agreement Greater than \$92,600 – Professional Services Industries, Inc. – Asbestos Hazard Emergency Response Act (AHERA) Project - \$226,080.18 Page 12

- SCOPE OF SERVICES
- See attachment

Scope

We will provide a comprehensive asbestos building inspection in accordance with Environmental Protection Agency's (EPA's), Asbestos Hazard Emergency Response Act (AHERA) 40 CFR Part 763, Subpart E, Asbestos Containing Materials in Schools; Final Rule. Asbestos building inspection services will be performed utilizing California Certified Asbestos Building Inspectors. Internal building components will be evaluated throughout each Oakland Unified School District site. Reports will be provided within 30 days of completing the survey. Reports will include an asbestos containing material location drawings for each structure. This scope will include the collect of bulk samples.

Based on information from the OUSD Facilities Website the scope is to survey 108 site which is approximately 5,841,891 square feet.

Lump Sum

Based on unit cost of \$0.0387/ per square feet, the lump sum amount is \$226,081.18.



February 28, 2019

Oakland Unified School District
Environmental Health & Safety Department
c/o Mr. Sorbor Twegbe
955 High Street
Oakland, CA 94601

Subject: Request for Qualifications and Proposal (RFQ/RFP)
Asbestos Hazard Emergency Response Act (AHERA)
Inspection and Management Plan Services
PSI Proposal Number: 0582-270627

Dear Mr. Twegbe:

Professional Service Industries, Inc. (PSI) is pleased to submit our letter of intent and Statement of Qualifications (SOQ) to the Oakland Unified School District (OUSD) for the above referenced project. PSI developed this Statement of Qualifications to fully comply with the requirements outlined in the Request for Qualifications and Proposal (RFQ/REP).

Based on our experience supporting educational facilities and performing large scale asbestos survey programs project, we believe we are uniquely qualified to provide the required services. PSI was established over 50 years ago and is a nationally recognized leader in engineering, testing, and environmental services. PSI can deliver quality technical expertise and management selected to fit the specific needs of this RFQ/RFP without the use of subcontractors or other team members. Our client list includes local school districts and universities, numerous California state and municipal governments, federal agencies, and national corporations.

PSI looks forward to the opportunity to support you on this project. L.J. "Jerry" Stallworth will be our single point of contact for this contract. Mr. Stallworth can be reached at (510) 434-9200 ext. 304 if you have any questions or require further information regarding this proposal. Correspondence may also be sent via fax at (510) 434-7676 or email at Jerry.Stallworth@intertek.com. The mailing address is 4703 Tidewater Ave, Suite B, Oakland, California, 94601. Thank you for your consideration.

Sincerely,
Professional Service Industries, Inc.

A handwritten signature in black ink, appearing to read "L.J. Stallworth".

L. J. "Jerry" Stallworth, CAC
Department Manager / Principal Consultant

A handwritten signature in blue ink, appearing to read "R. White".

Robert W. White, CAC, REPA
Vice President

Enclosure: Statement of Qualification



February 28, 2019

Oakland Unified School District
Environmental Health & Safety Department
c/o Mr. Sorbor Twegbe
955 High Street
Oakland, CA 94601

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L. J. "Jerry" Stallworth, CAC
Department Manager / Principal Consultant

A handwritten signature in blue ink, appearing to read "R. White".

Robert W. White, CAC, REPA
Vice President

Enclosures: Statement of Qualification

**STATEMENT OF QUALIFICATIONS AND PROPOSAL
FOR
ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)
INSPECTION AND MANAGEMENT PLAN SERVICES
OAKLAND UNIFIED SCHOOL DISTRICT**

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Firm Information

Professional Service Industries, Inc., (PSI) was incorporated in Delaware, June 26, 1972. However, the name was not used in the marketplace until the 1980's. The Company was originally founded as A&H Materials Testing in 1961 in Champaign-Urbana, Illinois. An additional former name is Pittsburgh Testing Laboratories (1881- 1986). PSI is a privately held "C" corporation. PSI stock is not traded on the New York Stock Exchange or the American Stock Exchange.



PSI is consistently ranked by Engineering News Record (ENR) magazine as one of the nation's largest consulting engineering firms and is considered the leading firm of our type in the A/E/C industry. The Association of Independent, Scientific, Engineering and Testing Firms (formerly the American Council of Independent Laboratories and still using the ACIL acronym) does not establish formal rankings; however, ACIL has informally estimated PSI as the largest independent engineering testing laboratory in the country.

Identification Numbers

Federal Employee Identification Number (FEIN): 37-0962090

DUNS Number: 06-524-1176

Central Contractor Registration (CCR): PSI has been registered with CCR since 1/18/02 CAGE Code: Commercial and Government Entity code is OEGBB5

E-Verify: Our company ID Number is 165902

Officers and Directors

Officer's Name	Officer's Title	Years With Company
Murray R. Savage	Chief Executive Officer	39
Doug Dayton, P.E.	Chief Operating Officer	14
Mark Weiland, J.D.	Secretary/ General Counsel	26
Jamie Davis	President /CEO (Hi-Tech)	17
John M. Pulsifer, P.E.	Executive Vice President	31
Chris Lopez, P.E.	Executive Vice President	23
Shyam Veeramachineni	Executive Vice President	23
Dave Lukasik, Ph.D., P.G	Chief Technical Officer	23

PSI proposed principal office for the Oakland USD Program is located at 4703 Tidewater Avenue Suite B, Oakland, CA 94601.

LICENSES

a) License of Personnel

M&C Environmental Training	
Asbestos Inspector Refresher Training Course	
L. J. Stallworth	
has successfully completed the Asbestos Inspector Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7 Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by MAC Environmental Training, Inc., 1619 Beverly Place, Berkeley, California 94707. Tel. (415) 825 - 1388	
Course Approval Number: CA-003-06	
Location: Oakland, California	Expiration: October 11, 2019
Date: October 11, 2018	
Director of Training: John McGinnis	
<i>John McGinnis</i>	
Certificate Number 44629 IR	

M&C Environmental Training	
Asbestos Management Planner Refresher Training Course	
L. J. Stallworth	
has successfully completed the Asbestos Management Planner Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7 Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by MAC Environmental Training, Inc., 1619 Beverly Place, Berkeley, California 94707. Tel. (415) 825 - 1388	
Course Approval Number: CA-003-06	
Location: Oakland, California	Expiration: October 11, 2019
Date: October 11, 2018	
Director of Training: John McGinnis	
<i>John McGinnis</i>	
Certificate Number 44643 PR	

M & C Environmental Training

Asbestos Management Planner Refresher Training Course

Robert White

Has successfully completed the Asbestos Management Planner Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7, Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training Inc., 1619 Beverly Place, Berkeley, California. Tel. # (510) 626 - 1388

Course Approval Number: CA-003-08

Location:	Oakland, California	Expiration:	January 24, 2020
Date:	January 24, 2019		
Director of Training:	John McGinnis		

Certificate Number 45177 PR

M & C Environmental Training

Asbestos Contractor/Supervisor Refresher Training Course

Robert White

Has successfully completed the Asbestos Contractor/Supervisor Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7, Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training Inc., 1619 Beverly Place, Berkeley, California. Tel. # (510) 626 - 1388

Course Approval Number: CA-003-04

Location:	Oakland, California	Expiration:	January 25, 2020
Date:	January 25, 2019		
Director of Training:	John McGinnis		

Certificate Number 45196 SR

M & C Environmental Training

Asbestos Inspector Refresher Training Course

Robert White

Has successfully completed the Asbestos Inspector Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7, Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training Inc., 1619 Beverly Place, Berkeley, California. Tel. # (510) 525 - 1388

Course Approval Number: CA-003-06

Location:	Oakland, California	Expiration:	January 24, 2020
Dates:	January 24, 2019		
Director of Training:	John McGinnis <i>John McGinnis</i>		

Certificate Number 45156 IR

M & C Environmental Training

Asbestos Project Designer Refresher Training Course

Robert White

Has successfully completed the Asbestos Project Designer Refresher course approved by the California Division of Occupational Safety and Health for purposes of certification required by Title 8, Article 2.7, Chapter 3.2, Section 341.16 and the accreditation required under the Toxic Substances Control Act, Title II. Conducted by M&C Environmental Training Inc., 1619 Beverly Place, Berkeley, California. Tel. # (510) 525 - 1388

Course Approval Number: CA-003-10

Location:	Oakland, California	Expiration:	February 6, 2020
Dates:	February 6, 2019		
Director of Training:	John McGinnis <i>John McGinnis</i>		

Certificate Number 45243 DR

b) Citations or Violations Issued

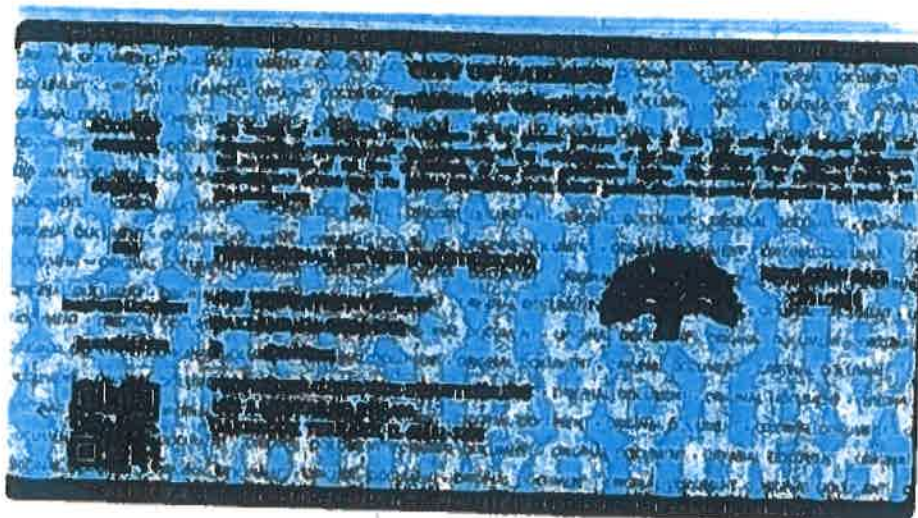
PSI has not had any Violations from California Division of Occupational Safety and Health (DOSH), Bay Area Air Quality Management District (BAAQMD) or the US Environmental Protection Agency (EPA) over the last 15 years. It should also be noted that PSI was inspected by DOSH last year. Although we would not normally discuss such an evaluation, we believe it is relevant in that DOSH evaluated our OSHA Form 300, our Health and Safety Plan, Injury and Illness Prevention Plan, asbestos and lead sampling protocols and training documentation. We are proud to report that following the evaluation, DOSH issues a Notice of No Violation.

c) Certificate of Liability Insurance

(Please see next page)

d) Business Certificate

Please Note: PSI has a renewal grace period until April 1, 2019.



A BUSINESS TAX
CERTIFICATE IS REQUIRED
FOR EACH BUSINESS
LOCATION AND IS NOT VALID
FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES
MUST OBTAIN A VALID
BUSINESS TAX CERTIFICATE TO
OPERATE YOUR BUSINESS
IN OAKLAND. RENTAL OF REAL
PROPERTY IS EXCLUDED
FROM BUSINESS TAX.

PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED

PROJECT PERSONNEL QUALIFICATIONS

For OUSD projects, we are proposing experienced and qualified personnel to assume the following key positions:

- L.J. "Jerry" Stallworth, CAC - Project Manager / Principal-Consultant
- Robert W. White, CAC, REPA - Vice President
- Jerald Cook – CIH
- Jim McDonald, CAC – Industrial Hygiene Consultant
- Mark Rovetto, CAC – Industrial Hygiene Consultant
- Cory Suppes, CAC – Industrial Hygiene Consultant

These key staff will be assigned to Oakland School District programs on a priority basis. They will be available to perform their stated functions for OUSD as requested, and they will not be removed or replaced in their project roles without prior discussion with District Representatives. The PSI Project Manager (PM) is supported by our multi-disciplinary technical resources including Certified Industrial Hygienists, professional engineers, HAZWOPER professionals, Certified Asbestos Consultants; California Department of Public Health accredited lead professionals. PSI will only provide Qualified Technicians for survey related work and will match required credentials to specific needs of the project.

Our proposed PM is L.J. "Jerry" Stallworth has over 26 years of related experience and is a California Certified Asbestos Consultant (CAC). Mr. Stallworth offers extensive experience in Asbestos Hazard Emergency Response Act (AHERA) work in schools throughout the United States. Mr. Stallworth's contact information is provided below:

L.J. "Jerry" Stallworth, CAC
Department Manager / Principal Consultant
4703 Tidewater Avenue, Suite B, Oakland, CA 94601
Telephone: (510) 434-9200, extension 304,
Fax (510) 434-7676 e-mail: Jerry.Stallworth@intertek.com

Copies of Resume for key staff indicated for this program are provided on the following pages.

L.J. Stallworth, CAC

Professional Service Industries, Inc. –

Department Manager

Mr. Stallworth joined Professional Service Industries, Inc. (PSI) in 1988. Mr. Stallworth is a California Certified Asbestos Consultant (CAC) with over 31 years of professional experience. He is responsible for technical and contract management of industrial hygiene-related projects performed throughout Northern California. Duties include technical management, client liaison, contract management, project team development, cost estimating, budget management, and resource coordination. Mr. Stallworth is an active participant in the Oakland Business community.

Project Examples

Representative Asbestos Project Experience

Acquired extensive knowledge of asbestos investigation and abatement through the performance and management of numerous asbestos material surveys, removal monitoring, and removal design programs. Technical knowledge includes understanding applicable Federal OSHA, California DOSH, NESHAPS, EPA, AHERA and California DHS regulations. Direct project experience includes asbestos material surveys for over 3,200 commercial facilities including high-rise office buildings, VA hospitals, banking facilities, and shopping malls, and asbestos abatement projects for commercial buildings. Design experience includes development of remodel plans for occupied high-rise office buildings as well as commercial and warehouse facilities. Has developed extensive knowledge of building system abatement methods and isolation and engineering controls.

State of Hawaii, State Owned Building

Project manager to assist the State of Hawaii in a cost recovery program that included over 4,000 structures. The State of Hawaii wanted to recover money to do abatement from the manufactures that made asbestos containing products. Activities included: 1) survey of buildings, 2) design for abatement, 3) develop budgetary numbers, 4) provide recommendations for removal, 5) product ID-sampling as well as expert witness and technical evaluation.

M-3 Project, California

Project manager to assist the OPDM on its M-3 upgrade project. The state had 17 buildings on the state central HVAC system. These buildings had to stay online during the major renovation. Activities included the following: 1) survey of building, 2) design for abatement and engineering controls, 3) provide recommendations for removal, 4) review sampling data,

5) developing technical presentations and work plans. Also actively involved with joint planning meetings, technical evaluations, and project coordination. Air sampling and review of the work for abatement was done.

Proposed Specialty: Department Manager

Education

Bachelor of Arts in Political Science, 1977

Certifications

Asbestos Analysts Registry (AIHA), #5929, 2001

EPA AHERA Asbestos Consultant, #93-1179, California, 1993

NIOSH 582, #HKN90059, 1989

EPA AHERA Asbestos Contractor/Supervisor

EPA AHERA Asbestos Inspector

EPA AHERA Asbestos Management Planner

EPA AHERA Asbestos Project Designer

EPA AHERA Instructor

NIOSH 582

California Certified Asbestos Consultant

Environmental Professional – Phase I ESA, PSI

Total Experience

30 years

Employment History

Professional Service Industries, Inc.
1988-Present

Department Manager

Robert W. White, CAC, REPA

Professional Service Industries, Inc. –

Principal Consultant

Mr. White is PSI's California, Senior Principal Consultant relating to asbestos and indoor air quality studies. He has over 34 years of experience in safety and industrial hygiene with expertise in the evaluation and remediation of contamination present within commercial and industrial facilities. He served as a health and safety manager for numerous environmental and site development projects, including numerous sites in the City of San Francisco.

Mr. White was the primary contact for PSI's support of Phase I of the Hunters View redevelopment project and has developed a reputation for quality work and practical solutions. Mr. White's technical work during Phase I involved project management during pre-demolition hazardous material evaluations, participated in public meetings and provided supplemental on-site air monitoring for asbestos and lead during fence line building demolition and initial excavation activities. For Phase II, Mr. White worked with the project team to modify the project Asbestos Dust Mitigation Plan (ADMP) as well as develop site procedures to significantly reduce the number of airborne asbestos exceedances.

Project Examples

- **Hunters View Phase I & II Redevelopment Project**
Hazmat Survey, ADMP Modifications, Regulatory interaction, Public Meetings, NOA exposure monitoring, evaluation of materials for recycling.
- **Hunters Point East West Rehabilitation Project**
Hazmat Survey, ADMP Development, Regulatory interaction, NOA monitoring, bacterial cleanup and confirmation testing.
- **Hunters Point Pier Demolition**
Asbestos Monitoring, PM-10 and PAH dust control monitoring
- **Suisun Village Rehabilitation**
Supplemental Hazmat evaluations, post abatement inspections and testing

Education

Bachelor of Science in Safety Management, Cogswell College, 1985

Bachelor of Science in Safety & Fire Protection Engineering Technology, Cogswell College, 1983

Certifications

- California Certified Asbestos Consultant, (CAC) #931025, 1993
- National Registry of Environmental Professionals (NREP) – Registered Environmental Property Assessor (REPA) #128169
- OSHA 29 CFR 1910.120 HAZWOPER Supervisor
- NIOSH 582

Total Experience

34 years

Jerald S. Cook, CIH, CSP, CHMM, EIT

Professional Service Industries, Inc.

Senior Industrial Hygienist

As a Senior Industrial Hygienist, Mr. Cook provides project support for indoor air quality, asbestos and lead hazard management, moisture and mold restoration, and environmental site assessment. General duties include performing field investigations for hazardous materials remediation, assisting with data analysis and report review, client management, business development, project team development, and cost estimating.

Mr. Cook is a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP), Certified Hazardous Materials Manager (CHMM), and Engineer-in-Training (EIT) California Certified Asbestos Consultant (CAC), and California Department of Public Health Lead Inspector/Assessor with 19 years of professional experience. He has a broad range of experience in performing remedial investigation studies, moisture and mold investigations, indoor air quality assessments, asbestos & lead-based paint assessments hazardous material abatement design, worker exposure assessments, oversight of abatement programs, noise monitoring and personal protective equipment training.

Mr. Cook's technical expertise is in safety and industrial hygiene with an emphasis on evaluating and remediating contamination present in governmental, commercial, multi-unit residential and industrial facilities.

Representative Project Experience with Previous Consulting Firm

U.S. General Services Administration

The Presidio radio tower in San Francisco CA, Frank J. Hagel Federal Building in Richmond, CA, Philip Burton Federal Building in San Francisco, CA, John F. Shea Federal Building in Santa Rosa, CA, Folsom Dam in Folsom, CA, USDA Laboratory in Alameda, CA.

Performed various asbestos and lead-based paint surveys, assisting with abatement design, and abatement oversight activities for demolition and renovation projects.

United States Coast Guard

USCG Housing in Yaquina Bay, OR, and Rio Vista, CA; USCG Stations in Alameda, CA, Yerba Buena Island, CA, and Petaluma, CA.

Performed various asbestos and lead-based paint surveys, assisting with abatement design, and abatement oversight activities for demolition and renovation projects.

State of California General Services Administration

California Department of Corrections and Rehabilitation, California State Court Facilities.

Performed various asbestos and lead-based paint surveys, assisting with abatement design, and abatement oversight activities for demolition and renovation projects.

San Francisco-Oakland Bay Bridge Western Span Demolition and Replacement

Performed field investigations in support of the demolition of the original Eastern span of the bridge as well as construction of the new span. Work included all phases of the bridge demolition comprising the removal of the cantilever sections, trusses, and support piers. Investigations included oversight, report preparation, area and personal air monitoring for airborne particulate, lead and other metals during torch-cutting, abrasive blasting, and removal of the bridge structural members and demolition of the bridge concrete piers; exposure monitoring

Education

Bachelor of Science
Geological Sciences
University of Washington, 1998

Certifications

- Certified Industrial Hygienist, (CIH) #11554, 2018
- Certified Hazardous Materials Manager, (CHMM) #16732, 2015
- Certified Safety Professional, (CSP) #23226, 2012
- Engineer-in-Training, (EIT) #126638, 2007
- California Certified Asbestos Consultant, (CAC) #01-2923, 2001
- California Department of Public Health Lead Inspector/Assessor #9083, 2001
- OSHA 29 CFR 1910.120 HAZWOPER Operations

Total Experience

19 years

for organic compounds during bike path surfacing, lead wipe testing of demolition worker's equipment, shower, and break areas for evaluation of worker exposure; asbestos abatement oversight; and pre-demolition background soil testing on Yerba Buena Island.

University of California-Berkeley, California State University-Chico, California

Performed asbestos, mold, and lead-based paint surveys for various campus buildings, and abatement oversight activities for demolition and renovation projects.

City of Oakland, California

Various city administrative, parks, and industrial buildings, including the Oakland Police Department Headquarters Building.

Performed various asbestos and lead-based paint surveys, wastewater characterization, noise monitoring, assisting with abatement design, and abatement oversight activities for demolition and renovation projects.

City and County of San Francisco, California

Various city administrative, parks, and industrial buildings, including the San Francisco County Jail, Zuckerberg San Francisco General Hospital, and Laguna Honda Hospital.

Performed various asbestos, mold, and lead-based paint surveys, water testing, noise monitoring, assisting with abatement design, and abatement oversight activities. Performed sampling for airborne asbestos and metals at the Calaveras Dam Replacement Project in Sunol, CA related to Naturally-occurring Asbestos (NOA) impacts during dam construction.

Bay Area Rapid Transit District, California

Performed various asbestos and lead-based paint surveys for District Transit Stations, and the former District Headquarters Building.

Performed ambient air monitoring for asbestos, lead, airborne particulate, and volatile organic compounds, assisted with abatement design, abatement oversight, and remediation oversight activities for demolition and renovation and demolition projects, including District transit stations and the Transbay Tube.

San Francisco International Airport, and Oakland International Airport, California

Performed various asbestos and lead-based paint surveys, assisting with abatement design, and abatement oversight activities for demolition and renovation and demolition projects.

Oakland Unified School District, San Francisco Unified School District, South San Francisco Unified School District, Jefferson Elementary School District, West Contra Costa Unified School District, Castro Valley Unified School District

Performed various asbestos and lead-based paint surveys, 3-year AHERA re-inspections, assisted with abatement design, and abatement oversight activities for demolition and renovation and demolition projects.

Confidential Clients In Information Technology, Hospitality, Financial, Construction, Manufacturing, Commercial Real Estate, and Multi-family Housing, California

Performed field testing and assisted with abatement design for moisture and mold restoration projects, indoor air quality and water quality assessments, asbestos projects, mold evaluation and remediation projects, lead-based paint removal projects, evaluation of heavy metals contamination, airborne particulate monitoring, volatile organic compound (VOC) exposure assessments, personal protective equipment training, asbestos and lead awareness training, and environmental site assessments.

Firm History

Number of Years in Business

PSI was formed in 1972, for the purpose of providing consulting, engineering, testing and inspection services to the construction industry. PSI has continually expanded by acquisition and internal growth. This expansion is the result of PSI's determination to become one of California's and the nation's foremost consulting environmental and geotechnical engineering and materials testing and inspection firms. PSI is the oldest and largest independent laboratory in the nation with over 100 offices and 2,000 employees. Approximately 22 employees are located in our Northern California Offices.

Annual Revenues

The 2018 audited financial statement is available from Corporate Marketing.

Annual Volume	Working Capital	Net Worth
2017		
\$260.8 million	\$188.2 million	\$321.9 million
2016		
\$269.6 million	\$155.5 million	\$303.1 million
2015		
\$278.5 million	\$55.4 million	\$295.9 million
2014		
\$276.8 million	\$39.9 million	\$114.8 million
2013		
\$269.2 million	\$42.8 million	\$112.9 million

PSI performs approximately 40,000 projects/year

Average 3-year Annual Volume: \$266.9 million

Average 5-year Annual Volume: \$269.9 million

Percentage of Sales Volume: 75% is Unit Price and 25% is a combination of Lump Sum and Cost Plus

PROJECT EXPERIENCE & REFERENCES

Educational facilities offer unique challenges and require specialized expertise. PSI is uniquely qualified for this project based on our extensive school district experience, supporting large and small scale projects including performing hazardous materials surveys, abatement design and abatement observations. PSI, for example, has supported the following educational projects within the Bay Area:

Years School District	Contact Person	Title	Phone
1998-2019 Orinda Union School District	Stuart House	Director of Facilities	(925) 258-6203
San Mateo-Foster City School District	Joel Cadiz	Director of Facilities, Maintenance & Operations, and Transportation	(650) 312-7889
Antioch Unified School District	Jeff Collins	Director of Maintenance, Operations & Transportation	(925) 779-7600 Ext. 13098

Additional References

The following is a list of three references with client agencies for which PSI has provided similar services. Additional references will be provided upon request.

Years School District	Contact Person	Title	Phone
2004-2019 California State University East Bay	Chuck Copus	Architect	(510) 885-4259
1994-2019 San Francisco State University	John Lew	Project Manager	(415) 338-1864
2005-2019 The John Stewart Co	Catherine Etzel	Project Manager	(415) 345-4490

LITIGATION

From a national perspective, PSI has been involved from time to time in legal or administrative proceedings as a plaintiff or defendant. With annual fees exceeding \$200 million and with approximately 2,000 employees nationwide, we do not maintain a comprehensive historical listing of claims. With assets exceeding \$120 million, no claim, individually or claims collectively could adversely affect our ability to perform the requested services.

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



Robert W. White, CAC, REPA
Vice President / Principal Consultant

02/26/2019
Date

CONFLICT OF INTERST

At this time, PSI is not aware of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with PSI providing the Services (Asbestos Hazard Emergency Response Act) to the Oakland Unified School District.



Robert W. White, CAC, REPA
Vice President / Principal Consultant

02/26/2019

Date

DECLARATION

PSI declares under penalty of perjury that reasonable due diligence has been used in the preparation of this proposal submitted in response to your RFQ/RFP. That all information provided by the Firm's proposal is true, correct and complete, and that individual or official of this firm that signed the proposal has the power to contractually bind the Firm.



Robert W. White, CAC, REPA
Vice President / Principal Consultant

02/26/2019

Date

ATTACHMENT A

NON-COLLUSION DECLARATION

I, L. J. Stallworth, declare that I am the party making the foregoing proposal, that

the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

28 February 2019
Date

Professional Service Industries, Inc.
Name of Vendor

L. J. Stallworth
Printed Name of Authorized Company Representative

L. J. Stallworth
Signature of Authorized Company Representative

NOTARY FOR NON-COLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this 28th day of February, 2019.

SEE ATTACHED JURAT

(SEAL OF NOTARY)

[Signature]
Signature of Notary

Anthony John Ruggiero
Printed/Typed Name of Notary

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Alameda }

Subscribed and sworn to (or affirmed) before me on this 28th day of February, 2019
Date Month Year

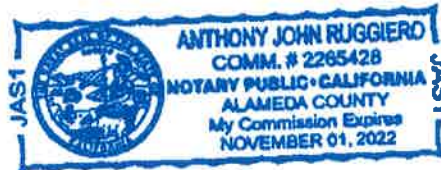
by L. J. Stallworth

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: _____

Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Declaration

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Professional Service Industries nor
[Name of Bidder]

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 bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 28th day of February 2019 for the purposes of submission of this bid.

By [Signature]
Signature

Robert White
Typed or Printed Name

Regional Vice President
Title

As the potential awardee under this Bid, I hereby certify that the above certification remains valid as of the date of proposal and contract award, specifically, as of the 28th day of February 2019 for the purposes of proposal and award of contract.

By [Signature]
Signature

Regional Vice President
Title

2/28/19
Date

ATTACHMENT C

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

28 February 2019 L.J. Stallworth Department Manager L.J. Stallworth

Date

Signature/Title

Type or Print Name

Professional Service Industries Inc. 4703 Tilden Ave. Oakland, CA
Name of Company Address City and State

(510) 434-9200 (510) 434-7676
Area Code Telephone Number Fax Number

37-0962090
Federal Tax ID Number

NOTARY FOR AUTHORIZED VENDOR SIGNATURE

Subscribed and sworn to (or affirmed) before me this 28th day of February, 2019.

SEE ATTACHED JURAT

(SEAL OF NOTARY)

[Signature]
Signature of Notary

Anthony John Ruggiero
Printed/Typed Name of Notary

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the Identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Alameda }

Subscribed and sworn to (or affirmed) before me on this 28th day of February, 2019
Date Month Year

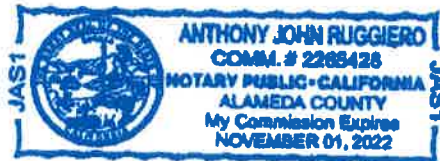
by L. J. Stallworth

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: [Signature]

Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Authorized Vendor Signature

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2018

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

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

PRODUCER Marsh USA Inc. 500 Dallas Street, Suite 1500 Houston, TX 77002 Attn: Houston.Certs@Marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
CN102792561-(4)-Prof-18-19	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : Greenwich Insurance Company INSURER C : N/A INSURER D : XL Specialty Insurance Company INSURER E : N/A INSURER F :
INSURED Professional Service Industries, Inc. 4703 Tidewater Avenue, Suite B Oakland, CA 94601	NAIC # 16535 22322 N/A 37885 N/A

COVERAGES

CERTIFICATE NUMBER:

HOU-002959922-08

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0541569305	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943781302	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWD300119302 (AOS) RWR300119402 (WI)	10/01/2018 10/01/2018	10/01/2019 10/01/2019	<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

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

CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT ATTN: TADASHI NAKADEGAWA 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 of Marsh USA Inc. John Shahidi
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OAKLAND UNIFIED
SCHOOL DISTRICT

Department of Facilities Planning and Management

ROUTING FORM

Project Information			
Project Name	AHERA – Various Sites		Site 670
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		
Contractor Information			
Contractor Name	Professional Service Industries, Inc	Agency's Contact	Jerry Stallworth jerry.stallworth@intertek.c
OUSD Vendor ID #	003455	Vendor Title:	Manager
Address	4703 Tidewater Avenue, Suite B Oakland, CA 94601	Telephone	5104349200
		Policy Expires:	10-01-2019
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes
OUSD Project #	19109		
Term			
Date Work Will Begin	6/13/2019	Date Work Will End By (not more than 5 years from start date)	10/31/2019
Compensation			
Total Contract Amount		Total Contract Not To Exceed	\$226,081.18
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount	
Other Expenses		Requisition Number	
Budget Information			
If you are planning to include this contract in the EIP Budget, please attach the State and Federal Office of Education compliance certification.			
Resource #	Funding Source	Org Key	Amount
0000	Fund 67	670-000-0-0000-6000-5826-987-9870-9158-9999-99999	\$226,081.18
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	510-635-7038
		Fax	510-635-7082
1.	Director, Facilities Planning and Management		
	Signature <i>[Signature]</i>	Date Approved	5/22/19
2.	General Counsel, Department of Facilities Planning and Management		
	Signature <i>Kelly M. Rem (approved as to form)</i>	Date Approved	5-23-19
3.	Deputy Chief, Facilities Planning and Management		
	Signature <i>[Signature]</i>	Date Approved	
4.	Senior Business Officer, Board of Education		
	Signature	Date Approved	
5.	President, Board of Education		
	Signature	Date Approved	