

Board Office Use: Legislative File Info.	
File ID Number	23-2613
Introduction Date	12-14-2023
Enactment Number	23-2177
Enactment Date	12/14/2023 er



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

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

Board Meeting Date December 13, 2023

Subject Amendment No. 1 General Services Agreement – ACC Environmental Consultants – East Oakland Pride Elementary School -Site Improvements Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the **District and ACC Environmental Consultants**, Oakland CA, for the latter to provide additional environmental services for the **East Oakland Pride Elementary School Site Improvements Project**, in an additional total amount of **\$9,848.30**, which includes a not-to-exceed contingency of **\$895.30**, for additional services, increasing Agreement’s total not-to-exceed amount from **\$22,442.20 to \$32,290.50** with work scheduled to last until **May 26, 2024** and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Discussion This Amendment is for additional environmental services. The Consultant was selected based on a (a) demonstrated competence and professional qualifications (Government Code §4526), and (b) a fair competitive RFP selection process (Government Code §§4529.10 et seq.).

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the District and ACC Environmental Consultants, Oakland CA, for the latter to provide additional environmental services for the East Oakland Pride Elementary School Site Improvements Project, in an additional total amount of \$9,848.30, which includes a not-to-exceed contingency of \$895.30, for additional services, increasing Agreement’s total not-to-exceed amount from \$22,442.20 to \$32,290.50 with work scheduled to last until May 26, 2024 and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Fiscal Impact Fund 21/Measure Y

- Attachments**
- Amendment
 - Routing Form
 - File ID 23-2146

AMENDMENT NO. 1
GENERAL SERVICES AGREEMENT

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 **October 26, 2023** (“Agreement”), and the parties agree to amend the Agreement for the Services with **East Oakland Pride Elementary School Site Improvements Project** as follows and in the attached Exhibit A:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Proposed scope of work includes assessing shallow soils for lead and arsenic, and soil waste characterization prior to the proposed asphalt replacement, as described in the Proposal dated October 16, 2023, attached to this Amendment as Exhibit A.</p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____. The current end date is May 26, 2024.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Nine Thousand Eight Hundred Forty-Eight Dollars and Thirty Cents (\$9,848.30), which includes \$8,953.00 for Basic Services and \$895.30 for Additional Services. These amounts are on a not-to-exceed basis, despite any language to the contrary in Exhibit A.</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed total contract price was <u>Twenty-Two Thousand Four Hundred Forty-Two Dollars and Twenty Cents (\$22,442.20)</u>, and after this amendment, the not-to-exceed total contract price will be: <u>Thirty-Two Thousand Four Hundred Forty-Two Dollars and Fifty Cents (\$32,290.50)</u>.</p>		

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.

Contract No.

P.O. No.

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 Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

**DISTRICT:
OUSD**


ACC ENVIRONMENTAL CONSULTANTS

 12/15/2023

 Mike Hutchinson, President,
 Board of Education Date



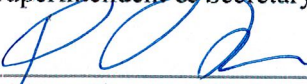
 Signature Stephen Jackson

 12/15/2023

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

Vice President

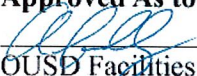
 Title

 11/14/23

 Preston Thomas, Chief Systems
 and Services Officer, Facilities Planning
 and Management Date

11/14/2023

 Date

Approved As to Form
 11/14/23

 OUSD Facilities Legal Counsel Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: ACC Environmental Consultants

1. Detailed Description of Services to be provided: scope of work includes assessing shallow soils for lead and arsenic, and soil waste characterization prior to the proposed asphalt replacement, as described in the Proposal dated October 16, 2023, attached to this Amendment as Exhibit A.



Environmental Project Cost Estimate

Project Information

Soil Sampling
East Oakland Pride ES
8000 Birch Street
Oakland, CA

Client Information

Shivani More
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 80830

Date Prepared: Monday, October 16, 2023

ACC is proposing to conduct in situ Soil Sampling at the East Oakland Pride Elementary School site in Oakland, California. Proposed scope of work includes assessing shallow soils for lead and arsenic, and soil waste characterization prior to the proposed asphalt replacement.

ACC proposes advancement of up to eight (8) soil borings to approximately 1.0 ft bgs, or refusal, via a hand auger. ACC will subcontract a concrete corer to core 6"-8" diameter holes through the existing asphalt pavement at 8 locations. Samples will be collected from the barrel of the hand auger using stainless steel sleeves subsequently capped with plastic sheeting and tight-fitting plastic caps. Samples will be stored on ice and delivered to a state-certified laboratory following standard chain-of-custody protocol. Sampling equipment will be decontaminated between sampling locations. Soil borings will be back filled with soil cuttings and fast-setting cement. ACC assumes the soil sampling can be completed during normal business hours.

Samples will be analyzed discretely for lead and arsenic by EPA analytical method 6010. Soil samples will additionally be composited by the laboratory into two 4:1 samples and analyzed as single samples for analyses typical of landfill disposal requirements. Additional analytical methods include CAM 17 Metals by method 6010; total petroleum hydrocarbons as gasoline, diesel, and motor oil by method 8015; VOCs by 8260; SVOCs by 8270; PCBs by 8082; Organochlorine pesticides by 8081, asbestos by CARB 435; and additional waste criteria (STLC/TCLP), as needed. Samples will be analyzed on a standard turn around time (7 business days). Laboratory turnaround times cannot be guaranteed by ACC.

ACC will prepare a written report signed by a Professional Geologist that discusses soil sampling procedures, analytical results, and recommendations and includes a sample location map and analytical results tables.

ACC's understanding is soil may be off-hauled to a landfill pending characterization. Proposed costs do not include assessment of baserock. Proposed work does not include costs for reviewing/signing waste profiles; interaction with the landfills/haulers; or additional hours for consulting beyond the scope of this proposal.

The base fee to conduct the work described above is **\$8,953**. A 10% lump sum contingency amount is included in this proposal as a line item and is included in the total cost.

If you have questions regarding this proposal please contact Kim Bunting at 707.481.0795. We appreciate the opportunity to provide this proposal.

www.accenv.com

Northern California: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • (510) 638-8400
Southern California: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, California 90017 • (213) 353-1240
Washington: 24 Roy Street #432, Seattle, Washington 98109 • (800) 525-8838

Environmental Project Cost Estimate *(continued)*

Project Name: **Soil Sampling**
 East Oakland Pride ES
 8000 Birch Street
 Oakland, CA

More, Shivani
Oakland Unified School District
 955 High Street
 Oakland, CA 94601

ACC Project No.: 80830

Monday, October 16, 2023

Scope of Work Description

Task Number and Description	Unit Price	Units	Quantity	Amount
1: PROJECT SET UP				
Labor	\$825.00	Lump Sum	1	\$825.00
				Task Sub-total: \$825.00
2: SOIL SAMPLING				
Concrete Coring Subcontractor	\$750.00	Day	1	\$750.00
Labor	\$1,600.00	Lump Sum	1	\$1,600.00
Sampling Supplies	\$200.00	Each	1	\$200.00
				Task Sub-total: \$2,550.00
3: SOIL LABORATORY ANALYSES				
6010 - Arsenic	\$23.00	Each	8	\$184.00
6010 - Lead	\$23.00	Each	8	\$184.00
				Task Sub-total: \$368.00
4: WASTE CHARACTERIZATION SOIL LABORATORY ANALYSES				
6010 - STLC Metal	\$40.00	Each	4	\$160.00
6010 - TCLP Metal	\$40.00	Each	4	\$160.00
6020 - CAM 17 Metals (Soil)	\$175.00	Each	2	\$350.00
8015 - TPH-g, -d and -mo	\$100.00	Each	2	\$200.00
8081 - Organochlorine Pesticides	\$150.00	Each	2	\$300.00
8082 - PCBs and Aroclors	\$150.00	Each	2	\$300.00
8260 - Volatile Organic Compounds	\$130.00	Each	2	\$260.00
8270 - Semi-Volatile Organic Compounds	\$330.00	Each	2	\$660.00
Asbestos (CARB 435)	\$145.00	Each	2	\$290.00
STLC Extraction	\$70.00	Each	2	\$140.00
TCLP Extraction	\$70.00	Each	2	\$140.00
				Task Sub-total: \$2,960.00
5: REPORT WRITING & CONSULTING				
Report	\$2,250.00	Each	1	\$2,250.00
				Task Sub-total: \$2,250.00



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

Site: East Oakland Pride
 Project Name: Hazardous Material Abatement Consulting Services
 Project Number: #####

Prime	Sub/Prime	Proposed S/LBE Status	LBP Credit Given	Proposed Contract %	50% LBU Requirement Met	LBU Preference Points	Notes					
ACC Environmental Consultants	ACC Environmental Consultants	LBE	LBE	75%	YES	2 Pts	Port of Oakland - LIA	Confirmed	LBE Credit Given			
	Tonma, LLC	SLBE	SLBE	25%			Port of Oakland VSLBE	Confirmed	SLBE Credit Given			
Total Proposed LBU Participation:				100%			SLBE %	25.00%	SLRBE %	0.00%	LBE %	75.00%
This firm meets the minimum OUSD LBU requirements.												

LBU Justification

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

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

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

ACC Environmental Consultants

N/A

Approval - LBU Compliance Officer

Prepared by 360 Total Concept
 LBU Calculations - EOP - Hazardous Material Abatement Consulting Services - 09.12.23
 Professional Services

Environmental Project Cost Estimate *(continued)*

Project Name: **Soil Sampling**
East Oakland Pride ES
8000 Birch Street
Oakland, CA

More, Shivani
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 80830

Friday, January 13, 2023

Scope of Work Description

6: CONTINGENCY AMOUNT (10%)

Lump Sum	\$895.30	Lump Sum	1	\$895.30
			<i>Task Sub-total:</i>	\$895.30
			Total Environmental Consulting Services Cost:	\$9,848.30



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LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant: ACC Environmental Consultants, Inc.

Project: East Oakland PRIDE Site Improvement Project

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: ACC Environmental Address: 7977 Capwell Drive, Suite 100 Oakland, CA 94621 Phone: 510-638-8400 Email: swilson@accenv.com		75			City of Oakland LBE# 1640, exp. 2023, Alameda County SLEB # 04-90583 Port of Oakland LIABE/ SBE #8453-19
Company: Tonma, LLC Address: 8055 Collins Drive Suite 207, Oakland, CA Phone: 510-395-6143 Email:	If the City no longer accepts AC or Port of Oakland SLEB certs ACC will utilize Tonma to meet the required SLEB % work.		25		City of Oakland VSLBE 2014001405, exp. 07/2024
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION					

Approval – LBU Compliance Officer



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	East Oakland Pride Elementary School Site Improvements	Site	107
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

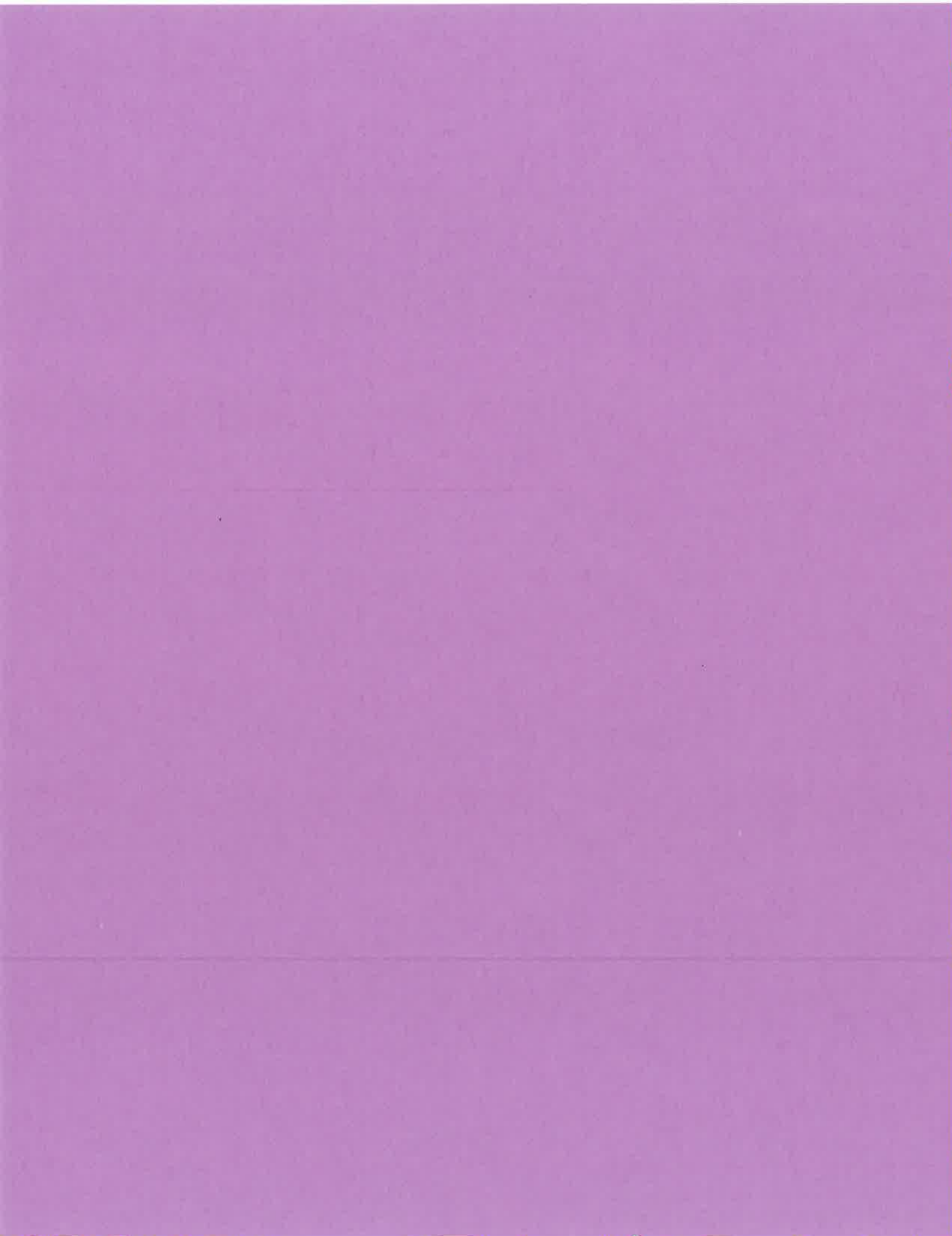
Contractor Information							
Contractor Name	ACC Environmental Consultants	Agency's Contact	Stephen Jackson				
OUSD Vendor ID #	000230	Title	Project Manager				
Street Address	7977 Capwell Drive Suite 100	City	Oakland	State	CA	Zip	94621
Telephone	510-512-8320	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	23144						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	10-26-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	05-26-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 9,848.30
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9655/9909	Fund 21/Measure Y	210-9655-0-9909-8500-6265-107-9180-9906-9999-22144	6265	\$9,848.30

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Executive Director, Facilities Planning and Management			
	Signature	Date Approved	11.14.23	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Lozano Smith, approved as to form	Date Approved	11/14/23	
3.	Chief Systems and Services Officer, Facilities Planning and Management			
	Signature	Date Approved	11.14.23	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		



Board Office Use: Legislative File Info.	
File ID Number	23-2146
Introduction Date	10-25-23
Enactment Number	23-1907
Enactment Date	10/25/2023 er



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

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

Board Meeting Date October 25, 2023

Subject General Services Agreement – ACC Environmental Consultants – East Oakland Pride Elementary School -Site Improvements Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education for General Services Agreement by and between the **District and ACC Environmental Consultants**, Alameda CA, for the latter to provide environmental services which consist of hazardous material abatement consulting services asbestos and lead-containing paint specifications, abatement oversight, and HAZMAT survey, for the **East Oakland Pride Elementary School Site Improvements Project**, in the not-to-exceed amount of **\$22,442.20**, with the work scheduled to commence on **October 26, 2023, and scheduled to last until May 26,2024**, pursuant to the Agreement.

Discussion Consultant was selected based on a (a) demonstrated competence and professional qualifications (Government Code §4526), and (b) a fair competitive RFP selection process (Government Code §§4529.10 et seq.).

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education for General Services Agreement by and between the District and ACC Environmental Consultants, Alameda CA, for the latter to provide environmental services which consist of hazardous material abatement consulting services asbestos and lead-containing paint specifications, abatement oversight, and HAZMAT survey, for the East Oakland Pride Elementary School Site Improvements Project, in the not-to-exceed amount of \$22,442.20, with the work scheduled to commence on October 26, 2023, and scheduled to last until May 26,2024, pursuant to the Agreement.

Fiscal Impact Fund 21/Measure Y

Attachments

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



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 23-2146

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants

Project Name: East Oakland Pride ES Site Improvements

Project No.: 22144

Contract Term: Intended Start: 10-26-2023

Intended End: 05-26-2024

Total Cost Over Contract Term: \$22,442.20

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Vendor was selected through the formal RFP/RFQ process.

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

Hazardous materials survey and consulting for Asbestos, lead, PCB's and other substances.
The scope of services include - Provide supplemental survey with PCB sampling, prepare final reports and abatement design and oversight.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- ACC Environmental Consultants is providing environmental services

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective October 26, 2023 (the “Effective Date”), by and between the **Oakland Unified School District** (“District”) and **ACC Environmental Consultants** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”), for the East Oakland Pride Elementary School Site Improvements Project (“Project”) to provide hazardous material survey and consulting for Asbestos, lead, PCB’s and other hazardous substances (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by type of consultants specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper. The term for performance of the Services shall begin on **October 26, 2023**, and shall end on **May 26, 2024** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

{SR801406}

General Services Agreement – ACC Environmental Consultants- East Oakland Pride ES Site Improvements Project -\$22,442.20

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly and unit rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly or unit rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **TWENTY-TWO THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS AND TWENTY CENTS (\$22,442.20)**, which consists of a not-to-exceed amount of **TWENTY THOUSAND FOUR HUNDRED-TWO DOLLARS (\$20,402.00)** for performance of the Basic Services, and a not-to-exceed contingency amount OF **TWO THOUSAND FORTY AND TWENTY CENTS (\$2,040.20)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other

rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act (“FEHA”).

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

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

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

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported

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

11. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

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

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

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

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

_____.

[Attach and sign additional pages, as needed.]

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

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

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

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

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

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

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

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

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

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

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

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

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

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

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

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

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

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

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

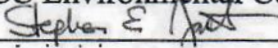
37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall,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

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

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

CONTRACTOR


ACC Environmental Consultants



By: Stephen Jackson


Its: Vice President

OAKLAND UNIFIED SCHOOL DISTRICT




Mike Hutchinson, President, Board of Education

10/26/2023
Date



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

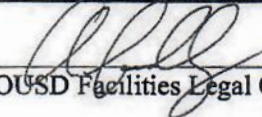
10/26/2023
Date



Preston Thomas, Chief Systems & Services Officer,
Facilities Planning and Management

9/26/23
Date

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel

9/26/23
Date

EXHIBIT A

Scope of Services

**Oakland Unified School District
Department of Facilities Planning and Management
955 High Street Oakland CA 94601**

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

**Hazardous Material Abatement Consulting Services
East Oakland PRIDE
(formerly known as Webster Elementary School)
8000 Birch Street, Oakland, CA 94621-2313**

August 9, 2023 (Issued)

Responses must be received August 24, 2023, no later than 2:00 p.m.

The Oakland Unified School District ("District") is requesting proposals from experienced firms, partnerships, corporations, associations, persons or professional organizations ("Consultants") to provide hazardous material abatement consulting services associated with the site improvements that includes demolition of existing portables.

Interested firms are invited to submit a completed Statement of Qualifications ("SOQ") along with the Fee Proposal (collectively "RFQ/P Packet") as described herein, in PDF format addressed to:

Oakland Unified School District
Kenya Chatman, Executive Facilities Director
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

Oral, telegraphic, facsimile or telephone RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted. The District reserves the right to waive any informalities or irregularities in the RFQ/P. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

The District will only accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 p.m. (Pacific Time) on August 24, 2023 via email will be accepted (to Juanita Hunter at juanita.hunter@ousd.org and the contact persons below).

If you have any questions regarding this RFQ/P please email Kenya Chatman at kenya.chatman@ousd.org and cc: to Colland Jang at colland.jang@ousd.org

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements.

The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org> Offices and Depts> Facilities Planning & Management Department> Opportunities> Local Business

FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

SCHEDULE OF ACTIVITIES

Listed below is the "Schedule of Activities" which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

DATE	ACTIVITY
August 9, 2023	RFQ/P Issued.
August 17, 2023	Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (Pacific Time)
August 21, 2023	District will provide written responses to requests for clarifications.
August 24, 2023	Proposals Due by 2:00 p.m. (Pacific Time)
October 11, 2023	Board Meeting – tentative approval of Contract.
October 12, 2023	Tentative Notice to Proceed issued to Consultant.

ESTIMATED CONSTRUCTION BUDGET: TBD

TENTATIVE PROJECT SCHEDULE: A key milestone will be to submit the Project to the Division of the State Architect (DSA) for review and approval. Projected schedule for submittal to DSA is late November 2023 with an expected approval by late May 2024. Construction is scheduled to occur during the 2024 School Summer Break.

REQUEST FOR QUALIFICATIONS & PROPOSALS

The purpose of this RFQ/P is to solicit statements of qualifications and fee proposals from hazardous material abatement consulting firms for the East Oakland Site Improvement Project which includes demolition of existing portables.

A. PROJECT DESCRIPTION

The site improvement project includes the demolition of nine (9) portables manufactured between 1997 to 1998. Samples of potential hazardous material shall be taken from all 9 portables and its analyses included in the Report to the District. See Attachment 1 for aerial view of site with Area of Work.

Reference drawings for the portables can be found in the following link:

<https://drive.google.com/drive/folders/0AF3kMRUMSeL2Uk9PVA>

B. BASIC SERVICES

The Consultant agrees to provide the Services described below:

1. The Consultant shall be responsible for the professional quality and technical accuracy of all reports and other services furnished by the Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its reports and other services.

The Consultant will use all due care and diligence to confirm that its reports and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. The Consultant shall track for District's benefit all such suggested and disclosed information.

2. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").
3. **Insurance (Mandatory Requirements).** Attach a letter from your insurance company or a certificate of liability insurance ("ACORD") indicating your firm's ability to provide insurance as required in the attached agreement, including but not limited to the following:
 - 3.1 A.M. Best financial strength rating (FSR) of A- or better.
 - 3.2 Commercial General Liability Insurance: Commercial general Liability Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.

- 3.3 Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Two Million Dollars (\$2,000,000) in the aggregate.
- 3.4 Workers' Compensation and Employer's Liability Insurance: The selected Architect shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected Architect shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- 3.5 Errors and Omissions Insurance: errors and omissions insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).
- 3.6 All insurance will be in a form and with insurance companies acceptable to the District.
- 3.7 Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

C. GENERAL STATEMENT OF WORK

It is anticipated that the Scope of Services for the Project will include but not limited to the following:

The primary role of the hazardous material abatement consultant is to identify all hazardous material for existing portables on site to be demolished, produce construction documents for its abatement, removal and management of these materials associated with the construction project. The consultant shall provide monitoring services during the construction phase of the project to insure activities comply with the contract documents and applicable laws and regulations. Responsibilities of the consultant include, but are not limited to:

1. Perform a survey of the buildings' MEP systems and building components to identify all hazardous materials that will be impacted by the demolition work to include but not be limited to:
 - a. Asbestos
 - b. Lead
 - c. Mercury
 - d. Polychlorinated Biphenyls (PCBs)
 - e. Refrigerants
 - f. Chemicals
 - g. Solvents
 - h. Heating oils and hydraulic fluids that might be disturbed by the building project.
 - i. Mold (sampling and testing of mold found in areas including but not limited to crawl spaces and concealed ceiling spaces)
2. Develop construction documents for the abatement and management of the hazardous materials for the demolition phase of the project.

3. Attend and make presentations at various meetings including but limited to Building Committees, building occupants, and the Department of Facilities Planning and Management.
4. Prepare cost estimates for abatement activities.
5. During the construction phase of the project, the consultants will undertake the following monitoring activities:
 - a. Review all notifications and all submittals, including notification to State Agencies that have jurisdiction over abatement activities,
 - b. Review plans and shop drawings for construction of documentation enclosure system and for isolation of the work areas to insure they meet specifications and abatement regulations.
 - c. Review submittals on equipment to be used.
 - d. On site review as abatement activities proceed insuring that specifications and regulations are being met.
 - e. Review air monitoring information during abatement activities to insure no limits are exceeded.
 - f. Additionally, provide perimeter air monitoring during abatement activities. Scope shall include setting up four (4) devices, one for each building elevation. Collect ambient air samples, one sample every 4 hours during abatement activities. Assume three (3) days of abatement.
6. Once abatement activities are completed, inspect to insure that the abatement activities have removed the material to the level required by all applicable regulations.
7. Review documentation on the disposal of abated materials to insure the disposal meets the applicable regulations.
8. Review all final submittals as the abatement are completed to insure specifications and regulations have been met.
9. Reports must be prepared and signed by a California Certified Asbestos Consultant, Certified Industrial Hygienist and/or California Department of Public Health Lead Inspector/Risk Assessor, as required.

D. DELIVERABLES

Deliverables will include the Hazardous Material Abatement Report in PDF format.

E. LIMITATIONS

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning the selection will be made in the best interests of the District. The awarding of the contract_pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P. RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically

requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

F. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

G. STATEMENT OF QUALIFICATIONS

1. General Information / Instructions

- 1.1.** The District is inviting Statements of Qualifications and Fee Proposals for the "Project" which shall require coordination, administration, consulting and advice, and related services.
- 1.2.** The District seeks to identify teams with a record of excellence in efficient planning and project delivery.
- 1.3.** The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. The 15 page limit (as if printed single sided) shall address Sections 2.1 thru 2.5 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Statement of Qualifications and Fee Proposal

- 2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **EXHIBIT A** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **EXHIBIT A** and insurance requirements contained in the

Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2.2. Firm Information

Narrative - Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:

- 2.2.1.** Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 2.2.2.** Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.
- 2.2.3.** Identify school district and relevant building type projects performed by firm in the past three (3) years. Limit response to no more than the twenty (20) most recent projects. Please include the following information for each project (25 points for 2.4.4.1 thru 2.4.4.5):
 - 2.2.3.1.** Name of project and client,
 - 2.2.3.2.** Scope of projects, description of services provided,
 - 2.2.3.3.** Contact person, telephone number and email address,
 - 2.2.3.4.** Firm person in charge of each project,
 - 2.2.3.5.** Construction dollar value of each project.

2.3 Scope of Work

- 2.3.1** Perform a survey of the buildings' MEP systems and building components to identify all hazardous materials that will be impacted by the demolition work to include but not be limited to:
 - a. Asbestos
 - b. Lead
 - c. Mercury
 - d. Polychlorinated Biphenyls (PCBs)
 - e. Refrigerants
 - f. Chemicals
 - g. Solvents
 - h. Heating oils and hydraulic fluids that might be disturbed by the building project.
 - i. Mold (sampling and testing of mold found in areas including but not limited to crawl spaces and concealed ceiling spaces)
- 2.3.2** Develop construction documents for the abatement and management of the hazardous materials for the demolition phase of the project.
- 2.3.3** Attend and make presentations at various meetings including but limited

to Building Committees, building occupants, and the Department of Facilities Planning and Management.

2.3.4 Prepare cost estimates for abatement activities.

2.3.5 During the construction phase of the project, the consultants will undertake the following monitoring activities:

- a. Review all notifications and all submittals, including notification to State Agencies that have jurisdiction over abatement activities,
- b. Review plans and shop drawings for construction of documentation enclosure system and for isolation of the work areas to insure they meet specifications and abatement regulations.
- c. Review submittals on equipment to be used.
- d. On site review as abatement activities proceed insuring that specifications and regulations are being met.
- e. Review air monitoring information during abatement activities to insure no limits are exceeded.
- f. Additionally, provide perimeter air monitoring during abatement activities. Scope shall include setting up four (4) devices, one for each building elevation. Collect ambient air samples, one sample every 4 hours during abatement activities. Assume three (3) days of abatement.
- g. Once abatement activities are completed, inspect to insure that the abatement activities have removed the material to the level required by all applicable regulations.
- h. Review documentation on the disposal of abated materials to insure the disposal meets the applicable regulations.
- i. Review all final submittals as the abatement are completed to insure specifications and regulations have been met.
- j. Reports must be prepared and signed by a California Certified Asbestos Consultant, Certified Industrial Hygienist and/or California Department of Public Health Lead Inspector/Risk Assessor, as required.

2.4 **Litigation** - All litigation arising from the project, if any. State the issues in the litigation, the status of litigation, names of parties, and outcome.

2.5 **Professional Fees**

Firms shall provide a fee proposal with detailed scopes of work.

2.4.1 Include a line item for a 10% contingency to the proposed fee. The proposed fee with the 10% contingency will be considered the not-to-exceed fee for the Project. The contingency will be to cover potential additional services and shall be subject to District approval.

Breakdown of Fee Proposal shall be submitted as follows:

- Proposed Fee
- Contingency of 10% of Proposed Fee
- Not-to-Exceed Fee (Proposed Fee plus 10% Contingency)

2.4.2 Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Also note the time period that the fee schedule would apply and shall include the period covering the project duration.

The District reserves the right to negotiate different rates submitted with the RFQ/P prior to the execution of the agreement.

- 2.6 Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. These may include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding firm's qualifications, capacity and/or expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page SOQ limit.

3. Local, Small Local and Small Local Resident Business Enterprise Program

The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation. Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the following form ("Local Business Participation Worksheet").

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

Project: East Oakland PRIDE Site Improvement Project

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION					

Approval – LBU Compliance Officer

H. DISTRICT'S EVALUATION / SELECTION PROCESS – STATEMENT OF QUALIFICATIONS

1. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
2. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s). Any comments or objections to the form of Agreement attached hereto as **EXHIBIT A** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
3. District Investigations - The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms.

I. FINAL DETERMINATION AND AWARD

1. The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.
2. The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.
3. The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

END OF RFQ/P

ATTACHMENT 1



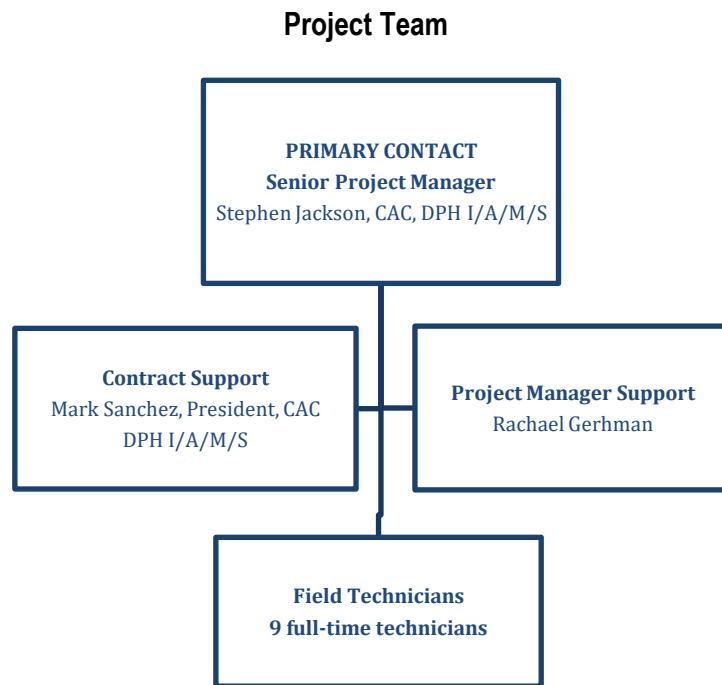


2.3 Scope of Work

ACC has surveyed thousands of buildings, including managing and designing over 20,000 hazardous material abatement projects. Our approach to surveys, project design and project management is quality focused, aimed at taking risk out of the equation while providing comprehensive and accurate reporting, design and oversight.

ACC has provided as-needed environmental consulting services to the OUSD since 1993 and we look forward to being considered for the East Oakland Pride Site Improvement Project. Past example projects include: hazardous material abatement consulting, asbestos surveys, lead-paint surveys, hazardous material surveys, mold and biological investigations, modernization projects, AHERA reinspections, final clearances and soil sampling.

ACC’s Project Managers and field staff members are Certified Asbestos Consultants, Certified Industrial Hygienists, Site Surveillance Technicians, and California Department of Public Health Lead Inspector/Risk Assessors/ Supervisors/Monitors. Our team is National Institute of Occupational Safety and Health (NIOSH) 583 trained and ACC participates in the American Industrial Hygiene Association’s (AIHA) Proficiency Analytical Testing (PAT) Program. ACC maintains all the necessary equipment and the facility required to provide Phase Contrast Microscopy on-site or in our laboratory. Our qualified team has extensive experience with the Office of Public School Construction, the California Building Code, the California Green Building Standards Code, and other applicable California Code of Regulations.



Resumes and our Employee Certification chart are included as Additional Data in the Appendix.

2.3.1-2.3.5 Approach to Scope of Work

ACC agrees to provide all services as described under “Section B. Basic Services”. We understand that the primary role of the selected hazardous material abatement consultant will be to identify all hazardous material for the demolition of nine (9) portables manufactured between 1997 to 1998, to produce construction documents for its abatement, removal and management of these materials associated with the construction project. And, that the



consultant shall provide monitoring services during the construction phase of the project to insure activities comply with the contract documents and applicable laws and regulations. ACC will complete the full scope of work detailed in “**Section C. Statement of Work**”. ACC understands and is fully qualified to provide the full Scope of Work detailed in this RFP/Q.

ACC’s dedicated project manager, Steve Jackson will work with the District’s team to develop a detailed approach and work plan for each site and it’s identified project scope of work outlined in the RFQ/P.

Below is an example narrative of ACC’s general approach, safety and quality control measures to Hazardous Material Abatement Consulting Projects.

Field Survey Work: ACC will review existing survey reports and sample results available for each building. If the site inspection confirms that existing sampling is adequate and the data will be included on ACC material data forms as having already been sampled previous and this information will be included in the final report.

Upon the commencement of a hazardous materials survey, ACC will proceed in the following manner; 1) conduct a walk-through of the building take an inventory of all suspect building materials and components that will require testing for asbestos and/or lead and note each suspect material on the ACC’s Material Information Form; 2) While taking inventory of all suspect asbestos and/or hazardous materials or components that will require sampling, ACC will also be filling out the Building Information Form, which provides all the details on the make up of the structure, age, length, width, type of construction, square footage, make up of both interior and exterior walls, floors, ceilings and mechanical systems. Typically this form is used on commercial and more complex structures. 3) Upon completing the inventory of all suspect materials that will require sampling, ACC will inspect the site and determine the presence and number of suspect materials to be sampled at the site. 4) ACC will obtain the appropriate number of samples in accordance with the related material using appropriate methods for sampling. 5) Lastly ACC will construct a floor plan sketch of the property showing all rooms, bathrooms, closets, etc. so that material and sample locations in the report can be located more easily by the reader.

The survey of each buildings’ MEP systems and building components will identify all impacted hazardous materials, including, but not limited to:

1. Asbestos
2. Lead
3. Mercury
4. Polychlorinated Biphenyls (PCBs)
5. Refrigerants
6. Chemicals
7. Solvents
8. Heating oils and hydraulic fluids that might be disturbed by the building project.
9. Mold (sampling and testing of mold found in areas including but not limited to crawl spaces and concealed ceiling spaces)

Preparation of Survey Reports

Data collected during the survey is documented on ACC's Survey Data Forms, including the Material Information Form, Building Information Form and Chain of Custody with Sample Location Form. Quantities of materials, description of material locations and any damaged conditions of materials will be entered into final report. Sample results are entered into the report as soon as they are received from the laboratory.

A draft report is prepared and reviewed by the project manager (CAC and or CIH) and upon completion of the review the final Draft report is generated and provided to OUSD for review and comment. Upon completion and if there are Response to RFQ/P for Hazardous Material Abatement Consulting Services for East Oakland Pride



no unanswered questions after review of the report, a final report will be issued including five (5) hard copies as well as an electronic version in PDF Format. **The report will contain all requirements listed in the RFQ/P and agreed upon with the District.**

Project Design: Design of Asbestos Containing Materials, Lead-Based Paint/Lead-Containing Materials and Other Hazardous Substances Methodologies and Specification and Monitoring Lead-Based Paint/Lead-Containing Materials, Asbestos and Other Hazardous Substances Abatement work will be prepared as needed based on our findings.

Abatement Design, Specification and Bidding Assistance: ACC provides cost effective and safe abatement methodologies incorporating the best project management principals in accordance with local, state and federal regulations. ACC will work with the District to develop comprehensive construction documents for the abatement and management process.

Laboratories

All outside laboratories used by ACC are fully accredited by DOHS and participate in NIOSH (PAT), AIHA, ELPAT, and NAVLAP. ACC selects outside laboratories based on accreditation, timeliness (contracted turn around time) and accuracy of samples submitted for analysis.

ACC works with these labs on a daily basis and is able to negotiate both best costs and services for all forms of sample analysis. All laboratories publish and follow approximately the same time frames for turn around of sample analysis. Ensuring the best service from the lab however requires the consultant to communicate properly with the labs as well as to execute best practices in obtaining samples and transmitting them to the laboratory.

Regulatory Compliance and Safety Observation

ACC project managers and technicians have all completed their asbestos and lead-based paint certification courses, as well as several other Hazardous Material certification courses (detailed in our Technical Certification chart in the attachments), which require them to possess and demonstrate a thorough knowledge of all applicable regulations. In addition, ACC holds semi-monthly staff meetings where any changes in regulations or enactment of new regulations are discussed.

ACC project management personnel have frequent contact with Air Quality Management District and Cal/OSHA inspectors who often visit our job sites. ACC's project managers always tour the site with the regulator and if requested make any suggested modifications. ACC has never had a project cited by a regulator.

Quality Assurance and Quality Control

ACC employs methods and tools that assure quality outcomes and quality controls for all of our work. ACC's staff will follow a comprehensive Quality Control Plan to guarantee that all required services are provided to OUSD as specified in this RFQ/P.

ACC has developed proprietary software programs for survey work to assist inspectors in the gathering and recording of information in standardized format. This certifies that our clients receive documentation that is consistent from project to project. Our Field Technicians use tablets in the field and upload project documentation to internal servers daily for review by project managers. Client access to daily documentation is available upon request.

This standardized format also acts as a built in quality assurance mechanism by requiring our staff to be thorough and accurate when gathering project data. Accuracy in data gathering allows for development of precise scopes of work that reflect the true requirements of projects, leading to the best opportunity for fair and accurate bids. This, Response to RFQ/P for Hazardous Material Abatement Consulting Services for East Oakland Pride



combined with our depth of experience helps us prepare clear and well-defined specifications that minimize the possibility for costly change orders.

2.4 *Litigation*

ACC has no litigation from any projects.

EXHIBIT B

Hourly Rates



2023 Annual Fee Schedule

Cost of labor services shall be as follows:

<i>Labor Classification</i>		Hourly
Subject Matter Expert / Expert Witness	\$	375.00
Principal	\$	300.00
Board Certified Industrial Hygienist	\$	280.00
Professional Engineer	\$	285.00
Computer Programmer	\$	270.00
Professional Geologist	\$	215.00
Senior Project Manager/Designer	\$	197.00
Senior Project Manager/Technical Oversight	\$	197.00
Project Manager / Project Geologist	\$	175.00
Project Coordinator	\$	113.00
Staff Geologist / Engineer	\$	150.00
Project Scientist, Project Hygienist, or Technician, Level II	\$	125.00
<i>(Overtime and/or Nights as defined below)</i>	\$	156.00
<i>(Double-time and/or Weekends as defined below)</i>	\$	188.00
Project Hygienist, or Technician, Level I	\$	115.00
<i>(Overtime and/or Nights as defined below)</i>	\$	144.00
<i>(Double-time and/or Weekends as defined below)</i>	\$	173.00
Trainer	\$	195.00
CAD Draftsperson	\$	120.00
Administrative Support Personnel	\$	91.00
Database Manager	\$	185.00
Data Entry Clerk	\$	91.00

These rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Overtime (hours in excess of 8 and up to 12 in one working shift) and/or night hours (weekdays, Monday through Thursday 8:00 PM to 6:00 AM) shall be charged at 125% of the base rates above or as indicated under Technician I/II classifications.

Double-time (hours in excess of 12 in one working shift) and/or Weekend hours (between 8:00 PM Friday and 6:00 AM Monday) shall be charged at 150% of the base rates quoted above or as indicated under Technician I/II classifications. In the event that the client requests ACC to respond to an emergency situation (i.e. asbestos spill, etc.) and ACC staff are pre-assigned to an existing project, the emergency response may be billed at 125% to compensate for overtime rates or 150% to compensate for double-time rates. Minimum charge for Technicians shall be four (4) hours per day.

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

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

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

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

(Education Code §45125.1(h).)

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

Dated: 9/25/2023

Name: Stephen Jackson

Signature: 

Title: Vice President

ATTACHMENT A

Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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


Entity Name: ACC Environmental Consultants, Inc.
Date of Entity's Contract with District: 9/25/2023
Scope of Entity's Contract with District: Hazardous Materials Consulting

I, Stephen Jackson [insert name], am the Vice President [insert "owner" or officer title] for ACC Environmental Consultants, Inc. [insert name of business entity] ("Entity"), which entered a contract on September 25, 2023, with the District for Hazardous Materials Consulting

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

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

Date: September 25, 2023

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant: ACC Environmental Consultants, Inc.

Project: East Oakland PRIDE Site Improvement Project

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: ACC Environmental Address: 7977 Capwell Drive, Suite 100 Oakland, CA 94621 Phone: 510-638-8400 Email: swilson@accenv.com		75			City of Oakland LBE# 1640, exp. 2023, Alameda County SLEB # 04-90583 Port of Oakland LIABE/ SBE #8453-19
Company: Tonma, LLC Address: 8055 Collins Drive Suite 207, Oakland, CA Phone: 510-395-6143 Email:	If the City no longer accepts AC or Port of Oakland SLEB certs ACC will utilize Tonma to meet the required SLEB % work.		25		City of Oakland VSLBE 2014001405, exp. 07/2024
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION					

Approval – LBU Compliance Officer



Prime	Sub/Prime	Proposed S/LBE Status		LBP Credit Given	Proposed Contract %	50% LBU Requirement Met	LBU Preference Points	Notes
		LBE	SLBE					
ACC Environmental Consultants	ACC Environmental Consultants	LBE	SLBE	LBE	75%	YES	2 Pts	Port of Oakland - LIA Confirmed LBE Credit Given
	Tonma, LLC	SLBE		SLBE	25%			Port of Oakland VSLBE Confirmed SLBE Credit Given
Total Proposed LBU Participation:					100%			SLBE % 25.00% SLRBE % 0.00% LBE % 75.00%
This firm meets the minimum OUSD LBU requirements.								

LBU Justification

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

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

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

ACC Environmental Consultants

N/A

Approval - LBU Compliance Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
8/24/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: DINA ATHEY
	PHONE (A/C, No, Ext): (916)939-1080
	FAX (A/C, No): (916)939-1085
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: ADMIRAL INSURANCE COMPANY A+
	INSURER B: UNITED FINANCIAL A+
	INSURER C: QBE INSURANCE CORPORATION A
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			FEI-ECC-10782-10 CPL RETRO: 03/20/89	04/28/23	04/28/24	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> POLLUTION LIAB. <input checked="" type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OPAGG \$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			02447227-7	01/13/23	01/13/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			FEI-EXS-45085-01 INCL. GL.AUTO,WC	04/28/23	04/28/24	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROF. LIAB. CLAIMS MADE			FEI-ECC-10782-10 RETRO: 03/20/89	04/28/23	04/28/24	\$5,000,000 OCCURRENCE \$5,000,000 AGGREGATE
C	PROP/EQUIPMENT			2861463	05/01/23	05/01/24	

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

FOR INFORMATION ONLY

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA 94607 (FOR INFORMATION ONLY)	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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).

Table with 2 main columns: PRODUCER (Marsh Affinity, a division of Marsh USA LLC) and CONTACT NAME (Marsh Affinity). Includes contact info like phone (800-743-8130), email (ADPTotalSource@marsh.com), and a table of insurers (AIU Insurance Company, NAIC # 19399).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY. Includes details on policy numbers, effective/expiration dates, and limits.

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

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

CERTIFICATE HOLDER

CANCELLATION

Table for certificate holder info (Bidding) and cancellation notice (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Jo Phillips).

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name East Oakland Pride Elementary School Site Improvements	Site	107
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Basic Directions

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

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

Contractor Name	ACC Environmental Consultants	Agency's Contact	Stephen Jackson		
OUSD Vendor ID #	000230	Title	Project Manager		
Street Address	7977 Capwell Drive Suite 100	City	Oakland	State	CA
Telephone	510-512-8320	Zip	94621	Policy Expires	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	23144				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-26-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	05-26-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$22,442.20
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655	Fund 21/Measure Y	210-9655-0-9909-8500-6265-107-9180-9906-9999-22144	6265	\$22,442.20

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management	Signature	Date Approved 9/26/23		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 9/26/23		
		Lozano Smith, approved as to form			
3.	Chief Systems and Services Officer, Facilities Planning and Management	Signature	Date Approved 9/26/23		
4.	Chief Financial Officer	Signature	Date Approved		
5.	President, Board of Education	Signature	Date Approved		