

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-2692
Introduction Date	12-10-2025
Enactment Number	25-2114
Enactment Date	12/10/2025 CJH



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

# Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent  
Preston Thomas, Chief Systems and Services Officer,

**Board Meeting Date** December 10, 2025

**Subject** Amendment No. 2 General Services Agreement – ACC Environmental Consultants, Inc. – Roosevelt Middle School Modernization Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 2 General Services Agreement and Contractor by and between the **District** and **ACC Environmental Consultants, Inc.**, Oakland, CA, for the latter to provide soil characterization services which include advancement of eight (8) soil borings to 20 ft Bgs. Two soil samples from each boring will be analyzed and tested. All analyses will be performed by a California DPH-certified laboratory under the supervision of a California-licensed Professional Geologist, as outlined in the Proposal dated October 9, 2025, attached to this Amendment as Exhibit A, in the additional amount of **\$48,593.75**, increasing the Agreement's not-to-exceed amount from **\$137,760.90 to \$186,354.65**. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Amendment is for continued soil sampling and testing including two soil boring advancement.

**LBP** (Local Business Participation Percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No. 2 General Services Agreement and Contractor by and between the District and ACC Environmental Consultants, Inc., Oakland, CA, for the latter to provide soil characterization services which include advancement of eight (8) soil borings to 20 ft Bgs. Two soil samples from each boring will be analyzed and tested. All analyses will be performed by a California DPH-certified laboratory under the supervision of a California-licensed Professional Geologist, as outlined in the Proposal dated October 9, 2025, attached to this Amendment as Exhibit A, in the additional amount of \$48,593.75, increasing the Agreement's not-to-exceed amount from \$137,760.90 to \$186,354.65. All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 21 Building Fund, Measure Y

**Attachments**

- Amendment No.2 and Exhibits
- Routing Form
- File ID's: 23-2801, 22-2263

# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: ACC Environmental  
Roosevelt Modernizaion  
Project #:19101  
Estimate: \$61,162.40

Bid Opening Date:  
Time:  
Project Mgr: Mary Ledezma  
Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>PRIME Company: ACC Environmental</b> Address: 7977 Capwell Drive, Suite 100 City/State: Oakland, CA Phone: 510-638-8400	\$61,162.40	100%			1640 ACC is also a Small Busienss with County of Alameda and Port of Oakland
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$61,162.40	100.0%	0.0%	0.0%	<b>100.0%</b>

*TIFFANY KNUCKLES*

APPROVAL- LBU Compliance Officer

11/21/2023  
Date

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

## AMENDMENT NO. 2

### GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **ACC Environmental Consultants**, ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **October 27, 2022** ("Agreement"), for the **Roosevelt Middle School Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR shall provide the following amended services: To provide soil characterization services which include advancement of eight (8) soil borings to 20 ft Bgs. Two soil samples from each boring will be analyzed and tested. All analyses will be performed by a California DPH-certified laboratory under the supervision of a California-licensed Professional Geologist, as outlined in the Proposal dated October 9, 2025, attached to this Amendment as Exhibit A.</p>		
<b>2. Terms (duration):</b>	<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><b>If term is changed:</b></p>		
<b>3. Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <b><u>Forty-Eight Thousand Five Hundred Ninety-Three Dollars 75/100 (\$48,593.75)</u></b>.</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 <b><u>One Hundred Thirty-Seven Thousand Seven Hundred Sixty Dollars 90/100 (\$137,760.90)</u></b>, and after this amendment, the not-to-exceed total contract price will be: <b><u>One Hundred Eighty-Six Thousand Three Hundred Fifty-Four Dollars 65/100(\$186,354.65)</u></b>.</p>		

**4. Amendment History:**


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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	01-24-2024	Term & Compensation	\$ 61,162.40

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

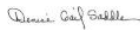
8. **Authority.** Each party represents and warrants that it has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education


12/11/2025

Date

  
\_\_\_\_\_  
Denise Gail Ed.D., Interim Superintendent  
and Interim Secretary, Board of Education

12/11/2025

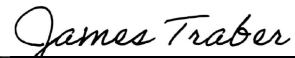
Date

  
\_\_\_\_\_  
Preston Thomas, Chief Systems & Services Officer

11/07/2025

Date

**Approval as to form:**

  
\_\_\_\_\_  
James Traber, Esq.,  
Facilities Counsel

11/7/2025

Date

**CONTRACTOR: ACC Environmental Consultants**

  
\_\_\_\_\_  
Contractor Signature

11/6/2025

Date

Stephen Jackson, Vice President  
\_\_\_\_\_  
Print Name, Title

**EXHIBIT “A”**  
**Scope of Work for Amendment**

**Contractor Name: ACC Environmental Consultants**

1. Detailed Description of Services to be provided: To provide soil characterization services which include advancement of eight (8) soil borings to 20 ft Bgs. Two soil samples from each boring will be analyzed and tested. All analyses will be performed by a California DPH-certified laboratory under the supervision of a California-licensed Professional Geologist, as outlined in the Proposal dated October 9, 2025, attached to this Amendment as Exhibit A

2. Specific Outcomes:

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

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

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Date: \_\_\_\_\_  
PO Number: \_\_\_\_\_  
Tasks \_\_\_\_\_ or ALL  
Approved: \_\_\_\_\_

~~All services subject to the Terms & Conditions between ACC and Client as of the date indicated above.  
Where no specific Terms & Conditions between ACC and Client exist, ACC's 2025 Standard Terms & Conditions apply to all services.~~



## Environmental Project Cost Estimate

### *Project Information*

**Project Name: SOIL CHARACTERIZATION  
FOR MICROPILE INSTALLATION**

Roosevelt Middle School  
Building A  
1926 E 19th Street  
Oakland, CA 94606

### *Client Information*

Eric Scheuermann  
Oakland Unified School District  
Cumming Group  
Senior Project Manager

ACC Project No: 1151 1151

Date Prepared: 10/9/2025

Prepared by: Ian Sutherland

ACC Environmental Consultants, Inc. (ACC) is proposing to characterize soils to be disturbed during planned installation of micropiles for purposes of soil waste characterization and for worker/community safety during soil disturbance.

### Scope of Services

The proposed scope of services includes the advancement of eight (8) soil borings to 20 ft bgs, native soil, groundwater, and/or refusal for collection of soil samples. Two samples will be analyzed from each soil boring based on field observations including indications of potential contamination, observed fill material, changes in lithology, and/or other potential observations. One of the two analyzed samples will be from shallow soils. Samples will be collected a minimum of every four feet bgs (ft bgs). Samples not submitted for lab analyses will be stored at 6 degrees celsius or less. Groundwater sampling is not included in the proposed scope of work.

Samples will be analyzed by a California Department of Health (DPH)-certified laboratory. A California-licensed Professional Geologist will oversee all stages of the proposed work. The Client will be responsible for providing site access during regular business hours.

### Project Set Up

ACC will obtain a drilling permit from Alameda County Public Works Agency (ACPWA). Permit approval can take up to 10 business days. ACC will subcontract a C-57 licensed driller with limited space drill rig and will provide additional tools and labor needed to complete the proposed work.

Proposed boring locations will be marked by ACC and subsequently cleared for subsurface utilities. ACC will contact underground services alert (USA) to notify public utility companies of the proposed soil boring locations.

### Subsurface Sampling

Soil borings will be advanced using a limited-space, direct-push hydraulic rig equipped with 2.25-inch diameter drill rods. Recovered soil cores will be logged in the field and screened for presence of volatile organic compounds (VOCs) using a photoionization detector (PID). Exploratory soil borings will be backfilled to surface grade with neat cement slurry. Proposed costs include removal of investigation derived waste (IDW). Proposed costs are based on the assumption IDW is non-hazardous per state and federal regulations.

Soil samples will be collected by cutting off the ends of the recovered acetate soil liners and subsequently capping the ends with plastic sheeting and tight fitting plastic caps. Soils to be submitted for VOC analyses will be collected via EPA collection method 5035. Additional soil samples may be collected in laboratory-supplied wide-mouth glass jars.

### Laboratory Analyses

Soil samples will be analyzed per typical California landfill/industry standards for soil waste characterization for: VOCs by method 5035/8260; total petroleum hydrocarbons as gasoline (TPH-g), diesel (TPH-d), and motor oil (TPH-mo) by 8015; CAM 17 Metals by 6020/7471; PCBs on dry weight basis (8082); organochlorine pesticides (8082); SVOCs (8270); asbestos by CARB 435; Chromium VI, and STLC/TCLP analyses as warranted per CA Title 22 and Federal RCRA hazardous waste criteria.

The proposed standard laboratory turn-around time for analytical results is 7 business days starting the day after sampling is completed. ACC cannot guarantee laboratory turn-around times.

### Reporting

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

Work will be scheduled upon receipt of a signed copy of this proposal. Scheduling is pending availability of subcontractors. In some cases laboratory turn around times can be decreased for additional costs not included in this proposal. ACC anticipates that the proposed work will take approximately four weeks from receipt of authorization to proceed. Work is subject to the attached T&Cs or existing T&Cs between ACC and OUSD.

#### EXCLUSIONS & LIMITATIONS

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

Site conditions that could limit the findings of the pre-drilling subsurface utility clearance or subsurface geophysical survey include steel-reinforced concrete, parked cars, other metallic objects, limited access due to large objects and/or debris, and other potential unforeseen subsurface conditions, objects, or soil types. Soil borings will be backfilled with fast setting concrete flush with the adjacent ground surface, ACC shall not be responsible for damages to asphalt, concrete, or other ground surfaces at the soil boring locations.

Task#	Description	Item Name	Unit Price	Units	Quantity	Amount
1	Field Work, Labor, Project Management, PG Oversight	Labor	\$5,497.00	Hr	1	\$5,497.00
		Drilling Permit	\$902.75	Hr	1	\$902.75
		Subsurface Utility Locator	\$850.00	Day	1	\$850.00
		Sampling Supplies	\$950.00	Lmp Sm	1	\$950.00
		Removal of Investigation Derived Waste	\$1,200.00	Lmp Sm	1	\$1,200.00
		Drilling Contractor	\$4,950.00		1	\$4,950.00
					<b>Sub-Total:</b>	\$14,349.75
2	Laboratory Analyses	Laboratory Analyticals	\$28,920.00		1	\$28,920.00
						<b>Sub-Total:</b>
3	Reporting	Report	\$5,324.00	Each	1	\$5,324.00
						<b>Sub-Total:</b>
<b>Total Environmental Consulting Services Cost:</b>						\$48,593.75

#### **Approved:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



Date: \_\_\_\_\_  
PO Number: \_\_\_\_\_  
Tasks \_\_\_\_\_ or ALL  
Approved: \_\_\_\_\_

~~All services subject to the Terms & Conditions between ACC and Client as of the date indicated above.  
Where no specific Terms & Conditions between ACC and Client exist, ACCs 2025 Standard Terms & Conditions apply to all services.~~

**ACC ENVIRONMENTAL CONSULTANTS, INC.  
CONSULTING SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS (Exhibit A)**

**ARTICLE I. CONSULTING SERVICES**

Consulting Services as used herein, refer to those services which include, where appropriate: 1) Asbestos surveys, project design and management; 2) leadbased paint surveys, project design, and management; 3) Indoor air quality and biological investigation, testing, project design and management; 4) Environmental Site Assessments (ESA), including Phase I ESAs performed in accordance with ASTM Practices E-1527-21 and E1528-22; 5) Soil and groundwater monitoring, testing and consulting; 6) Remedial project design; 7) Storage tank removal project design and management; 8) Regulatory compliance consulting; 9) General construction management and consulting; 10) Energy auditing and consulting; 11) Environmental sample collection and analysis; 12) Concrete Slab / Floor Moisture Testing in accordance with ASTM Practice F2170-11, and 13) Software programming, distribution, support and related services.

**ARTICLE II. ADDITIONAL SERVICES**

Client may request that ACC perform consulting services in addition to those services specified in "SCOPE OF SERVICES" of the proposed consulting services to which these terms and conditions are attached and of which these terms and conditions form a part (which agreement, together with all exhibits incorporated therein, including these terms and conditions, shall be referred to collectively as the "Agreement"). If ACC agrees to perform such services, such additional services will be performed on a time and materials basis and invoiced, in addition to the fixed fee or cost ceiling amount set forth in the Agreement, in accordance with the compensation schedules set forth within the Proposal, Scope of Services, Cost Estimate, or attached Fee Schedule.

**II.1 Labor Cost** - Labor cost shall be the total number of hours worked on the project by each employee times the employee's hourly rate as indicated on the attached Proposal, Scope of Services, Cost Estimate, or Fee Schedule. Rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Night hours on weekdays, Monday through Thursday, shall be charged at 125% of the day base rates or as indicated. Weekend hours, between 8:00 PM Friday and 6:00 AM Monday, shall be charged at 150% of the base rates quoted or as indicated. Minimum charge for Technicians shall be four (4) hours per day. All rates stated herein will remain in effect through January 31, 2026. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended past January 31, 2026.

**II.2 Direct Costs** – Unless otherwise stated, direct non-salary costs shall be actual costs plus 15% service charge covering overhead and profit on all such actual costs which shall include but not be limited to the following:

II.2.a. Services directly applicable to the work, such as special legal and accounting expenses, computer time or rental and programming costs, laboratory charges and similar costs not applicable to general overhead.

II.2.b. Identifiable reproduction costs applicable to the work such as drawings, photocopying, printing, binding and similar costs.

II.2.c. Identifiable communication expenses such as long distance telephone, telegraph, facsimile and delivery charges and postage other than for general correspondence.

II.2.d. Living and travel expenses of employees when away from home office on business directly connected with the work.

II.2.e. Transportation expenses for local travel directly connected with the work, including automobile mileage reimbursement at actual rates not to exceed \$0.70 per mile, bridge tolls, parking fees and related expenses.

II.2.f. Direct materials and supplies acquired for or consumed solely for the work under this Agreement and not normally provided as part of overhead.

**II.3. Subcontracted Services** ACC may engage subcontractors to perform services that are typically performed by subcontractors and that comprise a portion of the Work. If ACC seeks to engage a subcontractor to perform services not typically performed by a subcontractor, ACC shall obtain the written approval of Client to engage such subcontractor. Subcontracted services and outside consultant costs shall be costs plus 15% service charge covering overhead and profit.

Client acknowledges any stop in the Work ordered by Client or delay caused by Client or Client's agents, representatives or contractors in providing necessary data, or by any change to project plans or in the laws governing procedures as they exist

on the date of this Agreement may require additional services, changes in the schedule of services, and/or changes in the fee. Client shall notify ACC in writing of any changes to the project plans. Following (a) written notification to ACC of changes to the project plans; (b) any changes in the laws governing procedures; or (c) the accumulation of more than ten (10) working days of delays or stops in Work, ACC shall identify, and shall notify Client in writing of, any additional services required, changes in the schedule of services, and/or added fee required, as a result of those changes, work stoppage or delay. If Client does not notify ACC in writing of any objections it has to the performance of additional services, changes to the schedule or additional fees identified in such written notification within ten (10) days of Client's receipt of the notification, Client shall be deemed to have accepted the changes in the Work and the schedule and any additional fees described in the notification. If Client objects to any changes in the Work, the schedule or to additional fees proposed in the notification, ACC may suspend its performance of the Work until ACC and the Client agree on additional services, changes to the schedule and any additional fees.

The services specified in the "SCOPE OF SERVICES", together with any additional services that ACC agrees to perform shall be referred to collectively in these general terms and conditions as "Work."

### **ARTICLE III. PAYMENT**

ACC shall invoice Client monthly and following the completion of the Work. Invoices are due and payable upon receipt. In the event that any payment of an invoice is not received by ACC within thirty (30) days after client's receipt of the invoice, Client shall pay to ACC an additional charge of 1% of the invoice amount per month or the maximum amount permitted by law, whichever is less, accruing from the date of the invoice. This charge is intended to cover, at least in part, the additional costs imposed on ACC by overdue accounts. In the event that an invoice is not paid within thirty (30) days of Client's receipt of the invoice, ACC shall have the right to suspend its performance of the Work and withhold any unreleased reports until all outstanding invoices are paid in full. In the event that ACC is required to report to any environmental regulatory agency or any other government agency with respect to its performance of the Work, ACC also reserves the right to notify this agency that it is suspending its performance of the Work and withholding all unreleased reports due to non-payment of its invoices. There shall be added to all charges due under the Agreement amounts equal to any applicable sales or use taxes now or hereafter imposed under the authority of a federal, state or local taxing jurisdiction.

Client's obligations pursuant to this Article shall survive termination of the Agreement.

### **ARTICLE IV. PERIOD AND SCOPE OF AGREEMENT**

The Agreement shall become effective on the date noted in the first paragraph of the Agreement, and except as provided in Articles XVIII and XX below, shall continue until completion of the Work.

### **ARTICLE V. PREPARATION OF DOCUMENTS**

Any reports, specifications, and other documents prepared by ACC shall be prepared in accordance with standards deemed reasonable by general industry standards. ACC shall not be responsible for the content, format, errors or omissions in any such documents unless such content, format, errors or omissions result from ACC's willful misconduct or gross negligence. ACC shall not be liable for costs or damages to Client or to third parties caused by delay or termination of any project due to judicial or administrative action, with respect to any documents prepared by ACC, regardless of the basis of such action. ACC shall not be liable for costs or damages caused by errors or omissions of any government agency or agencies in specifying the content or methodology of documents prepared by ACC.

### **ARTICLE VI. STANDARD OF CARE**

ACC shall perform the Work in a manner consistent with the level of standards of care and skill ordinarily exercised by professionals performing comparable services under comparable circumstances at the time ACC's services are performed. Client recognizes that those standards may subsequently change because of modifications in the state of practice and acknowledges that ACC shall not be required to foresee or perform in accordance with such standards. No express or implied warranty or guarantee is included in or intended by the Agreement. No statements contained in any report, opinion, document or otherwise, whether prepared prior to, at the same time as, or subsequent to the Agreement constitute any warranty or guarantee by ACC as to the Work.

In the performance of Phase I Environmental Site Assessments ("Phase I ESA"), ACC shall conduct the investigation in conformance to industry standards and current professional practice and will be limited to visual observation of surface conditions at the site, interviews with public agency personnel and knowledgeable persons, and a review of readily available reports and literature. The likelihood of hazardous substance contamination resulting from past and current known uses of the site and immediately adjacent properties will be the focus of the Phase I ESA investigation. As a result, certain conditions

may not be identified in the report. These include contaminant plumes below the ground surface from a remote source; contamination incurred following the site reconnaissance by ACC; levels of contamination that are below current regulatory standards but exceed possible future standards; and naturally occurring chemical, biological or other toxics in the surface or subsurface environment.

It is possible that materials currently existing, or that may exist in the future, at the site may be considered hazardous. Regulatory evaluation criteria are constantly changing, and concentrations of contaminants presently considered low may, in the future, fall under more stringent regulatory standards that require remediation. Judgments and opinions expressed by ACC, which are based on our understanding and interpretation of current regulatory standards, should not be construed as legal opinions.

Unless otherwise noted in the proposal or scope of work, the following conditions apply to all Work:

## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	<b>Roosevelt Middle School Modernization Project</b>	<b>Site</b>	<b>212</b>
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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, Inc.	Agency's Contact	Kimberley Bunting				
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 #	19101						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-27-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-30-2027
		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	\$ 48,593.75
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
9655/9787	Fund 21, Measure Y	210-9655-0-9787-8500-6270-212-9180-9906-9999-19101	6270	\$48,593.75

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	Signature <u>Sele Nadel-Hayes</u> <small>Sele Nadel-Hayes (Nov 9, 2025 19:10:07 PST)</small>	Date Approved		11/09/2025	
2.	<b>General Counsel, Facilities</b>				
	Signature <u>James Traber</u>	Date Approved		11/7/2025	
	<b>Chief Systems &amp; Services Officer</b>				
3.	Signature <u>Preston Thomas</u> <small>Preston Thomas (Nov 7, 2025 22:13:11 PST)</small>	Date Approved		11/07/2025	
	<b>Chief Financial Officer</b>				
4.	Signature	Date Approved			
	<b>President, Board of Education</b>				
5.	Signature	Date Approved			

FILE ID 23-2801

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-2801
Introduction Date	01-24-2024
Enactment Number	24-0249
Enactment Date	1/24/2024 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** January 24, 2024

**Subject** Amendment No. 1 General Services Agreement – ACC Environmental Consultants, Inc. – Roosevelt Middle School Modernization Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 1 General Services Agreement and Contractor by and between the **District** and **ACC Environmental Consultants, Inc.**, Oakland, CA, for the latter to continue to provide environmental services which consist of soil sampling, hazard material testing, preparing a hazardous material survey, and conducting a data review, report writing and consulting services, for the **Roosevelt Middle School Modernization Project** in an additional amount of **\$61,162.40, increasing the total not-to-exceed contract price from \$76,598.50 to \$137,760.90**, and extending the expiration of the Agreement from **November 10, 2023, to December 30, 2027, (an additional 1,511 calendar days)**. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Amendment is for continued services and an additional one thousand five hundred eleven (1,511) calendar days extension to the term date.

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1 General Services Agreement and Contractor by and between the District and ACC Environmental Consultants, Inc., Oakland, CA, for the latter to continue to provide environmental services which consist of soil sampling, hazard material testing, preparing a hazardous material survey, and conducting a data review, report writing and consulting services, for the Roosevelt Middle School Modernization Project in an additional amount of \$61,162.40, increasing the total not-to-exceed contract price from \$76,598.50 to \$137,760.90, and extending the expiration of the Agreement from November 10, 2023, to December 30, 2027, (an additional 1,511 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 21 Building Fund, Measure Y

**Attachments**

- Amendment No.1 and Exhibits
- Routing Form
- File ID No. 22-2263

## AMENDMENT NO. 1

### FOR GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and ACC Environmental Consultants, Inc. OUSD entered into an agreement with CONTRACTOR for services effective on **October 27, 2022** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Roosevelt Middle School Modernization Project** as follows, and in the attached Exhibit A:

1.	<b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> . <input type="checkbox"/> The scope of work has <u>changed</u> . <b>If scope of work changed:</b> 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.  The CONTRACTOR agrees to provide the following amended services:	
2.	<b>Terms</b> (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . <b>If term is changed:</b> The contract term is extended by an additional <b><u>One thousand five hundred eleven (1,511) calendar days</u></b> and the amended expiration is <b><u>December 30, 2027</u></b> . The current end date is <b><u>November 10, 2023</u></b> .	
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> . <b>If the compensation is changed:</b> The not-to-exceed contract price is <input checked="" type="checkbox"/> Increased by: <b><u>Forty-Six Thousand Six Hundred Fifty-Nine Dollars No/100 (\$46,659.00) for basic services and Fourteen Thousand Five Hundred Three Dollars and Forty cents (\$14,503.40) for additional services. The total increase is Sixty-One Thousand One Hundred Sixty-Two Dollars and Forty Cents (\$61,162.40).</u></b> <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____). Prior to this amendment, the not-to-exceed contract price was <b><u>Seventy-Six Thousand Five Hundred Ninety-Eight Dollars and Fifty Cents (\$76,598.50)</u></b> , and after this amendment, the not-to-exceed contract price will be: <b><u>One Hundred Thirty Seven Thousand Seven Hundred Sixty Dollars and Ninety Cents (\$137,760.90).</u></b>	

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

5. **Amendment History:**


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

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

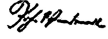
6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.



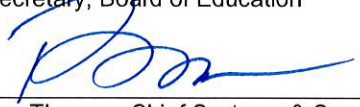
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
 Benjamin Davis  
 President, Board of Education

1/25/2024  
 Date

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

1/25/2024  
 Date

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

12/21/23  
 Date

**ACC Environmental Consultants, Inc.**

  
 Contractor Signature 12/19/23  
 Date

Stephen Jackson, Vice President  
 Print Name, Title

**Approval as to form:**

  
 12/20/23  
 Date

Arne Sandberg [name]  
 General Counsel, Facilities, Planning and Management

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: ACC Environmental Consultants, Inc.**

Detailed Description of Services to be provided:

2. Specific Outcomes:

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

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

---



## Environmental Project Cost Estimate

### *Project Information*

**Hazardous Materials Consulting Services**  
Roosevelt Modernization Project 19101  
1926 E. 19th Avenue  
Oakland, CA

### *Client Information*

Mary Ledezma  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

ACC Project No.: 82259

Date Prepared: Monday, November 13, 2023

ACC's original base contract expired 11/10/2023

This fee proposal captures the remaining services required to complete the project.

#### Task 1 - Abatement Design

A current 90% Submittal has been reviewed by the district. ACC will complete the design documents per the coordination meeting on November 9, 2023.

#### Task 1A - Supplemental Investigation

Supplemental sampling of Level 0 library and health clinic flooring to determine the presence of magnesite flooring.

#### Task 2 - Abatement Oversight

The current schedule for abatement activities is for the work to be completed in four phases. The original RFP requested oversight for 14 shifts. Based on the scope of work identified, ACC anticipates up to 30 shifts total for the four phases. Client will be billed only for the actual effort.

#### Task 3 - Meetings and Presentations

An allowance for up to 8 hours for meetings and presentations is included as requested.

[www.accenv.com](http://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)*

Page 2

Project Name: **Hazardous Materials Consulting Services**  
 Roosevelt Modernization Project 19101  
 1926 E. 19th Avenue  
 Oakland, CA

Mary Ledezma  
 Oakland Unified School District  
 955 High Street  
 Oakland, CA 94601

ACC Project No.: 82259

Monday, November 13, 2023

**Scope of Work Description**

Task Number and Description	Unit Price	Units	Quantity	Amount
<b>Task 1 - Abatement Design</b>				
Abatement Drawings	\$750.00	Lump Sum	1	\$750.00
Specification	\$1,200.00	Each	1	\$1,200.00
Contingency	\$195.00	Each	1	\$195.00
<b>Task Sub-total:</b>				<b>\$2,145.00</b>
<b>Task 1A - Supplemental Investigation</b>				
Limited Asbestos Survey	\$1,225.00		1	\$1,225.00
PLM (Asb. Bulk) - 24 Hours	\$20.00	Samples	20	\$400.00
<b>Task Sub-total:</b>				<b>\$1,625.00</b>
<b>Task 2 - Abatement Oversight</b>				
Submittal Review	\$650.00	Lump Sum	1	\$650.00
Abatement Oversight (8-hour Shift)	\$1,200.00	Each	30	\$36,000.00
PCM Sample - 24 hour	\$16.00	Samples	90	\$1,440.00
Lead Air Samples (24-hour)	\$20.00	Each	60	\$1,200.00
Lead Wipe Sample (24-hour)	\$20.00	Each	14	\$280.00
PCB Air Sample (72 Hour TAT)	\$90.00	Samples	14	\$1,260.00
Final Report	\$750.00	Each	1	\$750.00
Contingency	\$4,158.00	Each	1	\$4,158.00
Contingency	\$10,000.00	Each	1	\$10,000.00
<b>Task Sub-total:</b>				<b>\$55,738.00</b>
<b>Task 3 - Meetings and Presentations</b>				
Senior Project Manager/Technical Oversight	\$188.00	Hours	8	\$1,504.00
Contingency	\$150.40	Each	1	\$150.40
<b>Task Sub-total:</b>				<b>\$1,654.40</b>



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**Washington: 24 Roy Street #432, Seattle, Washington 98109 • (800) 525-8838**

# Environmental Project Cost Estimate (continued)

Page 3

Project Name: **Hazardous Materials Consulting Services**  
Roosevelt Modernization Project 19101  
1926 E. 19th Avenue  
Oakland, CA

Mary Ledezma  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

ACC Project No.: 82259

Monday, November 13, 2023

## Scope of Work Description

**Approved:**

**Total Environmental Consulting Services Cost: \$61,162.40**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO Number: \_\_\_\_\_  
Tasks Approved: \_\_\_\_\_ or ALL



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**Washington: 24 Roy Street #432, Seattle, Washington 98109 • (800) 525-8838**



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

Project Name	Roosevelt Middle School Modernization Project	Site	212
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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, Inc.	Agency's Contact		Kimberley Bunting				
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 #	19101							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-27-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-30-2027

### 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	\$ 61,162.40
Other Expenses		Requisition Number	



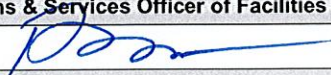
### Budget Information

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
9655/9787	Fund 21, Measure Y	210-9655-0-9787-8500-6270-212-9180-9906-9999-19101	6270	\$61,162.40

### 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	12/21/23	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	 Lozano Smith, approved as to form	Date Approved	12/20/23	
	Chief Systems & Services Officer of Facilities Planning & Management				
3.	Signature		Date Approved	12/21/23	
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		





Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-2263
Introduction Date	10-26-2022
Enactment Number	22-1854
Enactment Date	10/26/2022 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Sondra Aguilera, Acting Superintendent  
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management  
**Board Meeting Date** October 26, 2022  
**Subject** General Services Agreement – ACC Environmental Consultants, Inc. – Roosevelt Middle School Modernization Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of General Services Agreement and Contractor by and between the **District** and **ACC Environmental Consultants, Inc.**, Oakland, California, for the latter to provide environmental services which consist of soil sampling, hazard material testing, preparing a hazardous material survey, and conducting a data review, report writing and consulting services, for the **Roosevelt Middle School Modernization Project**, in not-to-exceed amount of **\$76,598.50**, which includes a not-to-exceed amount of **\$6,963.50** for Additional Services, with the work scheduled to commence on **October 27, 2022**, and scheduled to last until **November 10, 2023**, pursuant to the Agreement.

**Discussion** Consultant is providing environmental services at the Roosevelt Middle School Modernization Project and 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 General Services Agreement by and between the **District** and **ACC Environmental Consultants, Inc.**, Oakland, California, for the latter to provide environmental services which consist of soil sampling, hazard material testing, preparing a hazardous material survey, and conducting a data review, report writing and consulting services, for the **Roosevelt Middle School Modernization Project**, in not-to-exceed amount of **\$76,598.50**, which includes a not-to-exceed amount of **\$6,963.50** for Additional Services, with the work scheduled to commence on **October 27, 2022**, and scheduled to last until **November 10, 2023**, pursuant to the Agreement.

**Fiscal Impact** Fund 21 Building Fund, Measure Y

**Attachments**

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





## CONTRACT JUSTIFICATION FORM

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

9Legislative File ID No. 22-2263

Department: Facilities Planning and Management

Vendor Name: ACC Environmental Consultants, Inc.

Project Name: Roosevelt Middle School Modernization

Project No.: 19101

Contract Term: Intended Start: October 27, 2022

Intended End: November 10, 2023

Total Cost Over Contract Term: \$76,598.50

Approved by: Tadashi Nakadegawa

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?

ACC Environmental Consultants, Inc. was selected through an RFQ/P process, based on scores.

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

ACC Environmental Consultants, Inc. will provide environmental and consulting services which consist of soil sampling, hazardous material testing, preparing a hazardous material survey and conducting data review, report writing for the Roosevelt Middle School Modernization Site.

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, Inc. was selected based on the highest interview scores and because 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 \$99,100 or less (as of 1/1/22)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

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

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

Maintenance Contract:

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

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

- Consultant is providing environmental services for the Roosevelt Middle School Modernization Project for the District.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

---

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **October 27, 2022** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **ACC Environmental Consultants, Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the **Roosevelt Middle School Modernization Project** (“Project”): To provide environmental services which consist of soil sampling, hazardous material testing, preparing a hazardous material survey and conducting data review, report writing and consulting services. The Basic Services include all work described in the October 12, 2021 proposal, which is attached to this Agreement as **Exhibit A**. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

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

3. **Term.** The term for performance of the Services shall begin on **October 27, 2022**, and shall end on **November 10, 2023** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, 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, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in **Exhibit B** for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **SEVENTY-SIX THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS**

**AND 50/100 (\$76,598.50)**, which consists of a not-to-exceed amount of **SIXTY-NINE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS AND NO/100 (\$69,635.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **SIX THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS AND 50/100 (\$6,963.50)** for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within thirty (30) days of receipt of a detailed invoice from Contractor based on worked and rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. 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.

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 Paragraph 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 One Million (\$1,000,000.00) each occurrence and Two Million (\$2,000,000.00) in the aggregate; (ii)

commercial automobile liability insurance with limits not less than One Million (\$1,000,000.00) each occurrence and Two Million (\$2,000,000.00) in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. 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.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. 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. 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. 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. 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 shall **only have limited 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 shall 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 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 after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements 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.** 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 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, confidentiality of records, Education Code section 49406 and others. 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 any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

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 District 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 the District from any or further exercise of any right or remedy.

25. **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.

26. **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.



27. **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.

28. **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.

29. **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.

30. **Local Business.** Contractor shall comply with the requirements of the District’s Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at “Bids and Requests for Proposals.”

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

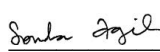
32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation 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.

\* \* \* \* \*

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**


  
\_\_\_\_\_  
Gary Yee, President  
Board of Education  
10/27/2022  
Date

  
\_\_\_\_\_  
Sondra Aguilera, Acting Superintendent  
and Secretary, Board of Education  
10/27/2022  
Date

  
\_\_\_\_\_  
Tadashi Nakadegawa, Deputy Chief,  
Facilities Planning and Management  
9/30/2022  
Date

**CONTRACTOR:**

**ACC ENVIRONMENTAL CONSULTANTS**

By:   
\_\_\_\_\_  
Name: Stephen Jackson  
Title: Vice President  
Date: 9/26/2022

Address for District Notices:

955 High Street  
Oakland, CA 94601

Address for Contractor Notices:

7977 Capwell Drive  
Oakland, CA 94621

**Approved As To Form:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel  
9/28/22  
Date

**Exhibit A**

**Scope of Basic Services**



**10-12-2021      Proposal & Professional Fees**

**Roosevelt Middle School– Hazardous Material Abatement Consulting Services Not-To-Exceed Fee Proposal**

Below is ACC's detailed schedule of hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per tasks) in the RFQ/P "Section C. Statement of Work". ACC will follow all project guidelines outlined by the District.

ACC has also included a line item for a **10%** contingency to the proposed not-to-exceed fee. The contingency will cover potential additional services and shall be subject to District approval.

**Task 1 – Hazardous Materials Survey (Asbestos, Lead, PCBs and Other Substances)**

**Task 1 – Total Cost: \$39,847.50**

**Initial Survey**

Labor

Survey - \$17,500

Samples

PLM - 500 samples @ \$18 each = \$9,000

Lead - 60 samples @ \$20 each = \$1,200

**Supplemental Survey with PCB Sampling**

Labor

Survey - \$3,000

Samples

PCB - 45 samples @ \$95 each = \$4,275

**Final Report with Cost Estimates**

Lump Sum \$1,250

10% Contingency: \$3,622.50

**Task 2 – Abatement Design Phase**

**Task 2 – Total Cost: \$11,550**

Abatement Drawings: \$7,500

Asbestos Specification: \$1,000

Lead Specification: \$1,000

PCB Specification: \$500

Universal Waste Specification: \$500

10% Contingency: \$1,050.00



**Task 3 – Meetings/Presentations**

**Task 3 – Total Cost: \$1,654.40**

The scope and quantity of meetings and presentations is unclear at this time. We have included 8 hours of Senior Project Manager time for these meetings.

Meetings/Presentations 8 hours @ \$188/hour: \$1,504

10% Contingency: \$150.40

**Task 4 – Abatement Oversight Phase**

**Task 4 – Total Cost: \$23,546.60**

Submittal Review/Coordination: \$650

Abatement Oversight: 14 shifts @ \$1,175 per shift = \$16,450

PCM Air Samples 56 samples @ \$16 each = \$896

Lead Air Samples 56 samples @ \$20 each = \$1,120

Lead Wipe Samples 14 samples @ \$20 each = \$280

PCB Air Samples 14 samples @ \$90 each = \$1,260

Closeout Documentation: \$750

10% Contingency: \$2,140.60

**Grand Total: \$76,598.50**

**Exhibit B**

**Hourly Rates**



## 2022 Annual Fee Schedule

Cost of labor services shall be as follows:

<i>Labor Classification</i>	<i>Hourly</i>
Subject Matter Expert / Expert Witness	\$ 350.00
Testifying Expert Witness	\$ 500.00
Principal	\$ 285.00
Board Certified Industrial Hygienist	\$ 275.00
Professional Engineer	\$ 275.00
Computer Programmer	\$ 260.00
Professional Geologist	\$ 205.00
Senior Project Manager/Designer	\$ 188.00
Senior Project Manager/Technical Oversight	\$ 188.00
Project Manager / Project Geologist	\$ 165.00
Project Coordinator	\$ 105.00
Staff Geologist / Engineer	\$ 140.00
Project Scientist, Project Hygienist, or Technician, Level II	\$ 117.00
(Overtime and/or Nights as defined below)	\$ 146.00
(Double-time and/or Weekends as defined below)	\$ 175.00
Project Hygienist, or Technician, Level I	\$ 107.00
(Overtime and/or Nights as defined below)	\$ 134.00
(Double-time and/or Weekends as defined below)	\$ 160.00
Trainer	\$ 188.00
CAD Draftsperson	\$ 110.00
Administrative Support Personnel	\$ 85.00
Database Manager	\$ 170.00
Data Entry Clerk	\$ 85.00

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 6:00 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 6:00 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)

8/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATEHOLDER. 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 CERTIFICATEHOLDER.

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONS 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 certificateholder in lieu of such endorsement(s).

PRODUCER <b>ISU INS SERV - BC ENV BROKERAGE</b> <b>1037 Suncast Ln Ste 103</b> <b>El Dorado Hills, CA 95762</b>	CONTACT NAME: <b>DINA ATHEY</b>	
	PHONE (A/C, No, Ext): <b>(916) 939-1080</b>	FAX (A/C, No): <b>(916) 939-1085</b>
INSURED <b>ACC ENVIRONMENTAL CONSULTANTS, INC.</b> <b>7977 CAPWELL DRIVE, SUITE 100</b>  <b>OAKLAND, CA 94621</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>ADMIRAL INSURANCE COMPANY A+</b>	NAIC#: <b>24856</b>
	INSURER B: <b>UNITED FINANCIAL A+</b>	<b>11770</b>
	INSURER C: <b>QBE INSURANCE CORPORATION A</b>	<b>39217</b>
	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			FEI-ECC-10782-09 CPL RETRO: 03/20/89	04/28/22	04/28/23	EACH OCCURRENCE \$ <b>5,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input checked="" type="checkbox"/> POLLUTION LIAB.						MED EXP (Any one person) \$ <b>10,000</b>
	<input checked="" type="checkbox"/> CLAIMS MADE						PERSONAL & ADV INJURY \$ <b>5,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ <b>5,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OPAGG \$ <b>5,000,000</b>
	OTHER:						\$
B	AUTOMOBILE LIABILITY			02447227-6	01/13/22	01/13/23	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ <b>1,000,000</b>
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$ <b>1,000,000</b>
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			FEI-EXS-45085-00 INCL. GL, AUTO, WC	04/28/22	04/28/23	EACH OCCURRENCE \$ <b>5,000,000</b>
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ <b>5,000,000</b>
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	PROF. LIAB.			FEI-ECC-10782-09	04/28/22	04/28/23	\$5,000,000 OCCURRENCE
	CLAIMS MADE			RETRO: 03/20/89			\$5,000,000 AGGREGATE
C	PROP/EQUIPMENT			2861463	05/01/22	05/01/23	

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

**RE: OAKLAND ACADEMY OF KNOWLEDGE SITE IMPROVEMENTS**  
**OAKLAND ACADEMY OF KNOWLEDGE AND OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS,**  
**REPRESENTATIVES, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS AND VOLUNTEERS HAVE BEEN NAMED AS**  
**ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. PRIMARY COVERAGE APPLIES. 30 DAY NOTICE**  
**APPLIES.**  
**(BLANKET ENDORSEMENTS ATTACHED)**

<b>CERTIFICATE HOLDER</b>  <b>OAKLAND UNIFIED SCHOOL DISTRICT</b> <b>955 HIGH STREET</b> <b>OAKLAND CA 94607</b>	<b>CANCELLATION</b>  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)  
08/26/2022

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

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

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b>
<b>INSURED</b>  ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 U/C/F: ACC Environmental Consultants, Inc.  7977 CAPWELL DR SUITE 100 Oakland, CA 946210000	<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> AIU Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> 19399		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$	
	OTHER:						\$	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$	
	<b>EXCESS LIAB</b>						AGGREGATE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$	
	<input type="checkbox"/> RETENTION \$						\$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	X	WC 053417867 CA	07/01/2022	07/01/2023	E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
								E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for ACC Environmental Consultants, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY ACC Environmental Consultants, Inc. AS REQUIRED BY WRITTEN CONTRACT Oakland Academy of Knowledge Site Improvements 8755 Fontaine St, Oakland, CA 94605

**CERTIFICATE HOLDER****CANCELLATION**

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

ACORD 25 (2016/03)

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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	<b>Roosevelt Middle School Modernization</b>	<b>Site</b>	<b>212</b>
---------------------	--	-------------	------------

### Basic Directions

<b>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.</b>			
<b>Attachment Checklist</b>	<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	Kimberley Bunting					
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 #	19101							

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	10-27-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	11-10-2023
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$76,598.50
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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 9787	Fund 21, Measure Y	210-9655-0-9787-8500-6270-212-9180-9906-9999-19101	6270	\$76,598.50

### Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	for Kenya Chatman		Date Approved	9/30/2022
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, approved as to form		Date Approved	9/28/22
	Deputy Chief, Facilities Planning and Management				
3.	Signature			Date Approved	9/30/2022
	Chief Financial Officer				
4.	Signature			Date Approved	
	President, Board of Education				
5.	Signature			Date Approved	