

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
WITH ACC ENVIRONMENTAL CONSULTANTS
FOR ENCINAL HIGH SCHOOL:**

This Amendment to the professional services agreement (“Amendment”) between **ACC Environmental Consultants** (“Consultant”) and the Alameda Unified School District, a California public school district located in Alameda, California (“District”) (collectively, the “Parties”) is made and entered into this 29th day of March, 2021,

RECITALS

- A. WHEREAS, on September 30, 2020, Consultant and District entered into an agreement for the performance of professional services (“Agreement”), more particularly described in the Agreement, a copy of which is attached hereto as **Exhibit A**.
- B. WHEREAS, the Agreement currently states that the compensation for work performed shall be for a flat fee not to exceed \$18,430.
- C. WHEREAS, the Parties agree that the compensation to Consultant for work performed under the Agreement should be increased to **provide project oversight and air monitoring during the removal of all asbestos-containing window caulking for select windows at Buildings 300 and 400 at Encinal HS. Per proposal 78410, here to attached as Exhibit B.**
- D. WHEREAS, the Parties agree that the compensation to Consultant for work performed under the Agreement should be increased to an amount not to exceed **\$19,680 (increase of \$1,250).**
- E. WHEREAS, it is now the desire and intention of the Parties to amend the Agreement as set forth below.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS


Except as revised herein, all other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

THE FOLLOWING CHANGE SHALL BE MADE TO THE AGREEMENT:


1. The amount not to exceed identified in section **3.1** shall be increased to **\$19,680**.

ACCEPTED AND AGREED on the date indicated below:

**ALAMEDA UNIFIED
SCHOOL DISTRICT**

Date: 03/30/2021
Name: Robbie Lyng
By: 
Robbie Lyng (Mar 30, 2021 12:38 PDT)
Title: Senior Director of Construction

CONSULTANT

Date: March 29, 2021
Name: James Estes
By: 
Title: Project Manager

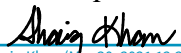
Date: 03/30/2021
Name: Shariq Khan
By: 
Shariq Khan (Mar 30, 2021 12:27 PDT)
Title: Chief Business Officer

EXHIBIT A

Original Contract

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and ACC Environmental Consultants (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services:

Encinal High School Modernization (Phase 2) - Bldg 300 and 400:

To provide project oversight and air monitoring services during the removal of all asbestos-containing materials (ACM), asbestos-containing construction materials (ACCM), and lead-based/containing materials located throughout Bldgs 300 & 400. ACC will provide a final project documentation package at the completion of project.

See attached ACC proposal 77581 for more details on scope of work.

2. **Terms.** The term of this agreement shall be upon contract execution (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$95,200 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$95,200, whichever is later) to December 31, 2020. The work shall be completed no later than December 31, 2020.

3. **Compensation.** Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

3.1.1 ☒ CONTRACTOR is providing services for a flat fee which shall not exceed \$ 18,430.

3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$_____ per hour for a total not to exceed \$_____.

3.1.3 ☐ Other:_____.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: _____

which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following boxes:

4.1 ☒ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? It aligns with the board approved Implementation Plan B for school site specific improvements.

4.2 ☐ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? _____

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

5.1.1 ☐ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.1.2 ☐ Agency requires all employees or subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.

5.1.3 ☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

JE (CONTRACTOR initials)

RL (District Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1 ☒ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.2.2 ☐ Agency requires all employees or subcontractors to complete fingerprinting and maintains current records accessible to AUSD upon request.

5.2.3 ☐ Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 7.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

_____(CONTRACTOR initials)

_____(District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

☒ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement. *CONTRACTOR acknowledgement ^{DS} JE _____

☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured with endorsement. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured. CONTRACTOR will provide AUSD proof of coverage naming AUSD as additional insured before commencing the performance of the work of this Agreement.

*CONTRACTOR acknowledgement ^{DS} JE _____

6.3 Professional Liability Insurance. If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

6.3.1 ☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____ (CONTRACTOR initials)

_____ (District Representative initials)

Notices. All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Robbie Lyng

E-mail: rlyng@alamedaunified.org

Site/Dept: Construction

Address: 2060 Challenger Dr., Alameda, CA 94501

Phone: 510-337-7020

CONTRACTOR:

Name: James M. Estes

Title: Project Manager

Address: 7977 Capwell Dr., Ste 100

Oakland, CA 94621

Email: jestes@accenv.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

7. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

7.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

7.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.

8. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

9. Contractor Qualifications / Performance of Services.

9.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

9.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 10. Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. 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's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
- 11. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 12. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 13. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 14. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork,

copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

16. **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 or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
19. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
 - 19.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 19.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
20. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
21. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.
22. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest

between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

- 23. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 25. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 26. Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
- 27. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 28. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 29. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 31. Other.** Additional terms set forth below must be approved by legal counsel representing AUSD:
_____(Legal counsel initials)

I. SITE

CONTRACTORPrint Name & Title: James Estes Project Manager
 CONTRACTOR Signature: James Estes Date: 6/30/2020
DocuSigned by: 95CBD297F04341C...
SOURCE OF FUNDS
 Unrestricted Funds (general fund) ☐ Donated Funds ☐ Restricted Funds ☒
Budget Code: 21-9502-0-0000-8500-6238-023-77-3036
 Requesting Administrator ("wet" signature required) Robbie Lyng Date: 6/30/2020
DocuSigned by: 95CBD297F04341C...
FORWARD TO: Business Services for review and processing

II. HR

Human Resource Approval ☒ Yes ☐ No
 Signature of Human Resource Administrator [Signature] Date: 6/30/2020
DocuSigned by: BC285FEA0EFC43A...
FORWARD TO: Business Services for processing

III. CABINET

- ☐ Superintendent ☒ Chief Business Officer
☐ Chief Human Resources Officer
☐ Chief Academic Officer
☐ Chief Student Support Officer

 Signature of Cabinet Member Shaun Khon Date: 8-10-2020

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$95,200:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date



Project Information

**Project Oversight and Air Monitoring -
Buildings 300 and 400**
Encinal High School:
210 Central Avenue
Alameda, CA

Client Information

Philip Atkinson
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

ACC Project No.: 77581 3007-115.08

Date Prepared: Friday, May 22, 2020

Scope of Work Description

Project Oversight and Air Monitoring:

At the request of Mr. Phil Atkinson with Alameda UNified School District (AUSD), ACC has proposed to provide project oversight and air monitoring services during the removal of all asbestos-containing materials (ACM) asbestos-containing construction materials (ACCM) and lead-based/containing materials located throughout Buildings 300 and 400 (herein referred to as the subject area) at Encinal High School in Alameda, California. ACC's services would be considered full-time and would be scheduled during the Contractor's anticipated shift times.

Project Oversight and Air Monitoring Inclusions:

ACC shall staff the project with a minimum of one (1) Project Technician/ Cal-OSHA Certified Site Surveillance Technician (CSST) or Certified Asbestos Consultant (CAC) (as required for the abatement schedule), during normal business hours (8am-4pm). ACC's personnel will be considered full-time, scheduled at the Client's request, according to the Contractor's planned shift activities.

ACC representatives will be on-site during the containment setup through the completion of the abatement activities, unless otherwise directed by the Client. When applicable, ACC representatives will observe and document contractor activities and engineering controls, perform daily air monitoring with on-site sample analysis, review work procedures, monitor compliance with all federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site.

ACC will analyze all perimeter air samples collected on-site using Phase Contrast Microscopy (PCM) NIOSH 7400 analysis during the project. In the event a sample exceed regulatory guidelines, ACC will consult with the Client to submit the sample for Transmission Electron Microscopy (TEM) NIOSH 7402 analysis, at an additional analytical cost. All clearance air samples related to friable asbestos abatement will be collected using aggressive methods and will be analyzed using the required TEM AHERA analysis. When applicable, lead and universal waste and work areas will be visually inspected for adequate workmanship in relation to the work plan requirements. No lead air/wipe samples will be collected unless directed by the Client at an additional cost.

At the completion of the project, ACC will provide a project documentation package, which will include a written summary of the project and will include attachments for all applicable field documentation, which can include: environmental and clearance air monitoring results, containment inspection documents, project notes and daily log sheets to serve as documentation of the proper removal and handling of hazardous materials from the sites. Delivery of the final project documentation package will be approximately ten (10) working days upon receipt of final laboratory reports, waste manifest copies and complete abatement contractor submittals.

Contractor: Bluewater Environmental Services
ACC Project Technician: Lachlan Addicott
Project Schedule: 14 Shifts

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 2019 Standard Terms & Conditions apply to all services.

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

Project Oversight and Air Monitoring - Buildings 300 and 400
Encinal High School:
210 Central Avenue
Alameda, CA

Atkinson, Philip
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

ACC Project No.: 77581 3007-115.08

Friday, May 22, 2020

Task Number and Description	Unit Price	Units	Quantity	Amount
Asbestos & Lead Abatement Monitoring Shift	\$1,050.00	Each	14	\$14,700.00
Sampling Equipment	\$30.00	Each	1	\$30.00
Transmission Electron Microscopy (TEM)	\$125.00	Samples	20	\$2,500.00
PCM Sample Analysis - Rush	\$25.00	Samples	28	\$700.00
Report	\$500.00	Each	1	\$500.00
Task Sub-total:				\$18,430.00

Approved:

Total Environmental Consulting Services Cost:

\$18,430.00

Name: _____

Signature: _____

Title: _____

Date: _____

PO Number: _____

Tasks Approved: _____ or ALL

All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2020 Standard Terms & Conditions apply to all services.



EXHIBIT B

New Proposal to Amend Original Contract



Environmental Project Cost Estimate

Project Information

Project Oversight and Air Monitoring - Buildings 300 and 400 (ACM Window Caulking Abatement)

Encinal High School:
210 Central Avenue
Alameda, CA

ACC Project No.: 78410 3007-115.09

Client Information

Valezka Sulva
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

Date Prepared: Monday, March 22, 2021

Scope of Work Description

Project Oversight and Air Monitoring:

At the request of Ms. Valezka Silva with Alameda UNified School District (AUSD), ACC has proposed to provide project oversight and air monitoring services during the removal of all asbestos-containing window caulking for select windows at Buildings 300 and 400 (herein referred to as the subject area) at Encinal High School in Alameda, California. ACC's services would be considered full-time and would be scheduled during the Contractor's anticipated shift times.

Project Oversight and Air Monitoring Inclusions:

ACC shall staff the project with a minimum of one (1) Project Technician/ Cal-OSHA Certified Site Surveillance Technician (CSST) or Certified Asbestos Consultant (CAC) (as required for the abatement schedule), during normal business hours (8am-4pm). ACC's personnel will be considered full-time, scheduled at the Client's request, according to the Contractor's planned shift activities.

ACC representatives will be on-site during the containment setup through the completion of the abatement activities, unless otherwise directed by the Client. When applicable, ACC representatives will observe and document contractor activities and engineering controls, perform daily air monitoring with on-site sample analysis, review work procedures, monitor compliance with all federal, state and local regulations pertaining to asbestos related work, monitor schedule compliance, observe worker safety procedures and prepare a daily log of contractor activities while on-site.

ACC will analyze all perimeter air samples collected on-site using Phase Contrast Microscopy (PCM) NIOSH 7400 analysis during the project. In the event a sample exceed regulatory guidelines, ACC will consult with the Client to submit the sample for Transmission Electron Microscopy (TEM) NIOSH 7402 analysis, at an additional analytical cost. All clearance air samples related to friable asbestos abatement will be collected using aggressive methods and will be analyzed using the required TEM AHERA analysis. When applicable, lead and universal waste and work areas will be visually inspected for adequate workmanship in relation to the work plan requirements. No lead air/wipe samples will be collected unless directed by the Client at an additional cost.

At the completion of the project, ACC will provide a project documentation package, which will include a written summary of the project and will include attachments for all applicable field documentation, which can include: environmental and clearance air monitoring results, containment inspection documents, project notes and daily log sheets to serve as documentation of the proper removal and handling of hazardous materials from the sites. Delivery of the final project documentation package will be approximately ten (10) working days upon receipt of final laboratory reports, waste manifest copies and complete abatement contractor submittals.

Contractor: Bluewater Environmental Services

ACC Project Technician: Rachael Gehrman

Project Schedule: Saturday, 3/20/21 (6:30am - 2:30pm)

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 2021 Standard Terms & Conditions apply to all services.

No. Cal. Office: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • Phone (510) 638-8400 • Fax: (510) 638-8404

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

Project Name:

Project Oversight and Air Monitoring - Buildings 300 and 400 (ACM Window Caulking Abatement)

 Encinal High School:
 210 Central Avenue
 Alameda, CA

Silva, Valezka

Alameda Unified School District

 2060 Challenger Drive
 Alameda, CA 94501

ACC Project No.: 78410 3007-115.09

Monday, March 22, 2021

Task Number and Description	Unit Price	Units	Quantity	Amount
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Abatement Oversight (8-hour Shift)	\$1,250.00	Each	1	\$1,250.00
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Task Sub-total: \$1,250.00

Approved:
Total Environmental Consulting Services Cost:
\$1,250.00

Name: _____

Signature: _____

Title: _____

Date: _____

PO Number: _____

Tasks Approved: _____ or ALL

All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2021 Standard Terms & Conditions apply to all services.



An Employee Owned Company

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