

City of Oakland
Finance and Management Agency
Risk Management Division

INSURANCE REQUIREMENTS MODIFICATION REQUEST

PROJECT MANAGER: Complete Items #1 through 8, then send/deliver completed form with all the attachments shown in Item #6 below to: Finance and Management Agency, Risk Management Division, 150 Frank Ogawa Plaza, Suite 2352, Oakland, CA 94612. Phone (510) 238-7165/Fax (510) 238-4749.

- 1 Name of Consultant: J Stanley Consulting
- 2 Project Name & Number: PWA/ESD As-Needed Hazardous Materials Consulting Contract
- 3 Start & End Date of Contract: 7/1/13 - 6/30/16
- 4 Project Description: On-call environmental consulting

5 Reason for Insurance Modification Requested: (Complete all that apply)

Commercial General Liability:

☐ Waive

Justification: _____

☐ Reduce to: \$ _____

Workers' Compensation:

☒ Waive

Justification: J. Stanley Consulting is a one-
person business, with no employees

Automobile Liability:

☐ Waive

Justification: _____

☐ Reduce to: \$ _____

Other:

☐ Waive

Justification: _____

☐ Reduce to: \$ _____

6 Attachments Required:

☒ Schedule A - Scope of Services

☒ Schedule M - Independent Contractor's Questionnaire

☒ Schedule Q - Insurance Requirements

☒ Existing insurance documentation from Contractor

☒ Signed statement from Contractor on company letterhead verifying reason for waiver or reduction of each insurance requirement.

7 Other Comments: _____

8 Nancy Humphrey
Project Manager
x 6259
Phone

Environmental Compliance
Specialist, PWA/ESD
Title/Department
x 7286
Fax

7/17/13
Date of Request
nhumphrey@
E-Mail

TO BE COMPLETED BY THE RISK/INSURANCE MANAGER:

9 Identify Risk to the City: _____

☐ Request Granted

☐ Request Denied

Authorizing Signature

Date

J. STANLEY CONSULTING, INC.

5329 Miles Avenue

Oakland, CA 94618

415-595-9001

jimkoniuto@gmail.com

September 19, 2013

City of Oakland
Public Works Agency Contract Services
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA 94612
Attn: Ms. Tamala Barnes

Subject: Statement of No Requirement for Worker's Compensation Insurance

Dear Ms. Barnes:

This letter is being sent to formally state that J. Stanley Consulting, Inc. does not have any paid, full-time employees, therefore is not subject to the requirements of worker's compensation insurance as set by state or federal laws. Please don't hesitate to contact me with any questions or for further information.

I look forward to the opportunity to be of service.

Very truly yours,
J. STANLEY CONSULTING, INC.




James "Jim" Koniuto, MEM, REA, CAC, CLST
Principal & Owner
J. Stanley Consulting, Inc.

Fax Cover Sheet

To: James Koniuto
From: Jon Cogo
Time: 3:46 PM
Date: July 31, 2013

Fax #:

Proof of Insurance

NOTICE OF INSURANCE BINDER		<input type="checkbox"/> AUTO <input type="checkbox"/> FIRE <input type="checkbox"/> MARINE <input type="checkbox"/> OTHER		GENTLEMEN: PLEASE BE ADVISED THAT INSURANCE HAS BEEN ORDERED AND BOUND AS LISTED. PENDING ISSUANCE OF A POLICY TO YOU, PLEASE ACCEPT THIS FORM AS BINDER.	
		DATE OF PREVIOUS NOTICE		THIS BINDER EXPIRES	
		DAYS FROM SIGNATURE DATE			
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> EXTENDING <input type="checkbox"/> AMENDING					
NAME INSURED		J Stanley Consulting, INC		Policy # BA040000008218	
PROPERTY INSURED		2010 Subaru Forester vin # JF2SH6FC7AH760744			
COVERAGE					
B.I. LIMITS \$ 1,000,000 CSL		EACH PERSON EACH OCCURANCE		<input type="checkbox"/> FIRE DWLG. \$ <input type="checkbox"/> CONTENTS \$ <input type="checkbox"/> H.O. POLICY <input type="checkbox"/> RENTERS <input type="checkbox"/> E.C.E. <input type="checkbox"/> BROAD FORM <input type="checkbox"/> SPEC FORM <input type="checkbox"/> A.P.L. <input type="checkbox"/> O.L.T.	
P.D. LIMITS \$					
U.M. COV. \$ 300,000 CSL					
SINGLE LIMIT \$ 1,000,000					
MED. LIMIT \$		<input type="checkbox"/> PERSONAL INJURY			
COMP. <input checked="" type="checkbox"/> A.C.V. <input type="checkbox"/> \$ 250		DEDUCT.		<input checked="" type="checkbox"/> COMMERCIAL % TO VALUE	
COLLISION \$ 250		DEDUCT.		AMT. OF PREMIUM \$1446.80	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> LOSS PAYEE </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> ADDITIONAL INSURED </div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> CITY OF OAKLAND PUBLIC WORKS AGENCY 250 FRANK H OGAWA PLAZA SUITE 4314 OAKLAND, CA 94612 </div>					
		EFFECTIVE		7-31-13	
		AT		3:30 P.M.	
		EXPIRES		8-1-14	
				12:01 A.M.	
		INSURING COMPANY			
		<input type="checkbox"/> PREMIUM TO BE BASED UPON FILED INSURANCE RATES			
		<input type="checkbox"/> PREMIUM TO BE DETERMINED BY UNDERWRITING			
		AUTHORIZED SIGNATURE		DATE	
				Auto Insurance Specialists Savings and quality. That's our policy.	
		CA Insurance Lic.		0524784	

The information contained in this facsimile message is confidential and is intended only for the use of the addressee. If the reader of this message is not the intended recipient, or the agent of the intended recipient, you are hereby notified that any duplication or distribution of this communication is unauthorized. If you have received this message in error, please notify us by telephone immediately.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
9/30/2013

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

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

PRODUCER HAYES INSURANCE AGENCY 3550 SAN PABLO DAM RD., STE. C EL SOBRANTE, CA 94803	CONTACT NAME: DANA GUYETTE PHONE (A/C, No, Ext): (800) 869-8643 FAX (A/C, No): (510) 222-6162 E-MAIL: DGUYETTE@HAYESBROKERS.COM ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ROCKHILL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED KONIUTO, JIM J. STANLEY CONSULTING 5329 MILES AVE OAKLAND, CA 94618	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ENVP005915-00	09-18-13	09-18-14	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEES \$
							E.L. DISEASE - POLICY LIMIT \$
A	POLLUTION LIABILITY			ENVP005915-00	09-18-13	09-18-14	\$2,000,000
A	PROFESSIONAL LIAB.			ENVP005915-00	09-18-13	09-18-14	\$2,000,000

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

CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE WITH RESPECT TO COVERAGES, LIMITS AND EFFECTIVE DATES AS SHOWN.

CITY OF OAKLAND IS NAMED AS AN ADDITIONAL INSURED PER THE ATTACHED BLANKET ADDITIONAL INSURED ENDORSEMENTS.

CERTIFICATE HOLDER CITY OF OAKLAND PUBLIC WORKS AGENCY CONTRACT SERVICES 250 FRANK H. OGAWA PLAZA #4314 OAKLAND, CA 94612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ENVP00591500

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Person or Organization

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s).

- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CITY OF OAKLAND
PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of June 6, 2013 by and between the CITY OF OAKLAND, a municipal corporation, (hereinafter referred to as "City") and J. Stanley Consulting, Inc. (hereinafter referred to as "Consultant") for On-Call Hazardous Materials Consulting Services.

2. Scope of Services

Consultant agrees to perform the services specified in **Exhibit A - Scope of Services**, attached to this Agreement and incorporated herein by reference. Consultant shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement.

3. Time of Performance

Consultant's services shall begin on July 1, 2013 and shall be completed by June 30, 2016.

4. Compensation and Method of Payment

Consultant will be paid for performance of the entire scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed Two Hundred and Fifty Thousand and 00/100 dollars (\$250,000.00), based upon Exhibit A and the budget by deliverable task and billing rates in **Exhibit B - Billing Rates**. The maximum that will be charged for the entire scope of services will not exceed the Capped amount, even if the Consultant's actual costs exceed the Capped amount. Invoices shall state a description of the deliverables completed and the amount due. Payment shall be due upon completion and acceptance of the deliverables.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the consultant has earned during the period for which payment is being made, on the

EXHIBIT A – Scope of Services

No minimum amount of work is guaranteed under these contracts. The exact scope of work will be determined on an as-needed, project-by-project basis. The anticipated breakdown of services is: 80% project management, analysis, research, reporting and advice; 10% laboratory analyses, and 10% miscellaneous, such as hazardous waste management or general environmental compliance tasks.

Consultants, together with their team members, should possess the ability to perform a wide range of services including, but not limited to:

- Surveys of asbestos, lead paint, and/or other structural hazardous materials prior to demolition, in structures which in some cases have been declared unsafe and a nuisance by the City;
- Work plan development, project oversight, air monitoring and clearance of asbestos, lead paint, mold and/or other hazardous materials during repair, maintenance, or demolition activities, on projects of all sizes;
- Availability for rapid, flexible response to situations where asbestos and/or other hazardous materials have been inadvertently disturbed and require isolation and abatement;
- Development of specifications for removal of unusual or newly-identified types of hazardous materials; and
- Other services related to the protection of human health and environmental resources.

The consultant shall be required to submit a complete written summary of activities, including sampling results, for each completed project. City policies and guidance on hazardous materials abatement are included in "City of Oakland Hazardous Materials Abatement Master Specifications" (Appendix F).

Timely and responsive services to the City are a necessity for this professional services contract. Therefore, there shall be sufficient personnel and principal representation to mobilize a Certified Asbestos Consultant or a Site Surveillance Technician under the guidance of a Certified Asbestos Consultant for pre-demolition surveys on small-scale asbestos jobs within 2 business days, and within 5 business days for large-scale jobs. Similarly-qualified individuals shall be available for lead paint and mold-related work.

It is important that the selected consulting team is thoroughly knowledgeable of local, state, and federal environmental regulations as they relate to asbestos/lead paint/mold testing, monitoring, abatement, and disposal.

Additionally, a preference will be made for the following:

- Laboratories accredited by the American Industrial Hygiene Association for airborne asbestos and lead analysis, and the National Voluntary Lab Accreditation Program for asbestos bulk samples and TEM analysis;
- Firms that can demonstrate that they have quick and reliable access to an X-Ray Fluorescence Spectrometer (XRF) for lead-based paint testing; and
- Previous experience with public agency project bidding and construction administration.

The consultant may be requested to assist the City in obtaining bids from abatement contractors, which may include clarifications, addenda, review of bids, and recommendation of award or rejection. The capability to perform abatement is not required under this contract.

The consultant may be required to 1) attend meetings with City staff to discuss interim findings of projects, 2) provide confirmation reports to City and regulatory agencies detailing abatement/remediation activities, 3) provide follow-up monitoring and reporting to City and regulatory agencies evaluating the effectiveness of the abatement/remediation alternative, and 4) represent the City as technical advisor at meetings with the regulatory agencies, City Council or at any other meeting at which the City requests such representation.

City of Oakland On-Call Hazardous Materials Consulting Services - JSC

LABOR RATES	
JOB CLASSIFICATION	Hourly Rate
Program Manager	\$100
Technical Support	\$90
CIH/CSP	\$125
Labor Markup	0%
LABOR TOTAL	
DIRECT COSTS	Unit Cost
Mileage	NA
Parking/Toll	\$10
Travel	NA
Laboratory	
Equipment	
XRF per day	\$500
XRF per hour	\$65
Subcontractor Mark-up	10%

LABORATORY RATES			
ASBESTOS		LEAD	
24 HOUR TAT		24 HOUR TAT	
TYPE OF TEST	Rate Per Test	TYPE OF TEST	Rate Per Test
Sampling by PCM	\$20.00	Air by AAS	\$35.00
Sampling by PLM	\$25.00	Bulk by AAS	\$35.00
Sampling by PLM Point Count	\$130.00	Dust by AAS	\$35.00
Sampling by TEM	\$125.00	Soil by AAS	\$40.00
Micro-Vac	\$350.00	48 HOUR TAT	
48 HOUR TAT		TYPE OF TEST	Rate Per Test
Sampling by PCM	\$14.00	Air by AAS	\$25.00
Sampling by PLM	\$18.00	Bulk by AAS	\$25.00
Sampling by PLM Point Count	\$95.00	Dust by AAS	\$25.00
Sampling by TEM	\$100.00	Soil by AAS	\$30.00
Micro-Vac	\$250.00	3-5 DAY TAT	
3-5 DAY TAT		TYPE OF TEST	Rate Per Test
Sampling by PCM	\$10.00	Air by AAS	\$20.00
Sampling by PLM	\$12.00	Bulk by AAS	\$20.00
Sampling by PLM Point Count	\$75.00	Dust by AAS	\$20.00
Sampling by TEM	\$75.00	Soil by AAS	\$25.00
Micro-Vac	\$175.00	72 HOUR TAT	
		TYPE OF TEST	Rate Per Test
		STLC	\$150.00
		TTLC	\$150.00
		TCLP	\$150.00
		3-5 DAY TAT	
TYPE OF TEST	Rate Per Test	TYPE OF TEST	Rate Per Test
STLC	\$100.00	STLC	\$100.00
TTLC	\$100.00	TTLC	\$100.00
TCLP	\$100.00	TCLP	\$100.00
		MOLD	
		24 HOUR TAT	
		TYPE OF TEST	Rate Per Test
		Non-Viable Direct Microscope - Bulk, Swab or Tape Lift	\$50.00
		48 HOUR TAT	
		TYPE OF TEST	Rate Per Test
		Non-Viable Direct Microscope - Bulk, Swab or Tape Lift	\$35.00
		3-5 DAY TAT	
		TYPE OF TEST	Rate Per Test
		Non-Viable Direct Microscope - Bulk, Swab or Tape Lift	\$27.00
		TYPE OF TEST	Rate Per Hour
		XRF	\$62.50

J. Stanley Consulting Materials and Supplies

[C]onsumable Field Supplies	Unit Cost	[N]on-Consumable Field Equipment	Daily Use Charge	[T]est Equipment	Daily Use Charge
C1 Respirator (N-95 Dust Mask)	\$1.50	N1 Respirator (full)	\$10.00	T1 Air Sampling Pump Hi-Flow	\$10.00
C2 Respirator Cartridge pr. (N100/P100)	\$7.00	N2 Respirator (half)	\$5.00	T2 Air Sampling Pump Low-Flow	\$10.00
C3 Respirator Cartridge pr. (Std. Filter)	\$32.00	N3 Respirator (PAPR)	\$20.00	T3 Quick Take 30 Sample Pump	\$25.00
C4 Respirator Cartridge pr. (Chemical)	\$16.00	N4 Eye Protection	\$1.00	T4 Quick Take 15 Sample Pump	\$20.00
C5 Respirator Cartridge pr. (Combination)	\$32.00	N5 Hard Hat/Bump Cap	\$1.00	T5 Zefon Bio-Pump	\$20.00
C6 Hearing Protection (Foam Plugs)	\$1.00	N6 Tool Kit (standard)	\$10.00	T6 Gillian Low Flow Sample Pump	\$10.00
C7 Disposable Gloves (Nitrile)	\$1.00	N7 Video Camera	\$25.00	T7 High Volume - Anderson Pump	\$10.00
C8 Disposable Suits (Tyvek)	\$12.60	N8 Power Drill with Bits	\$10.00	T8 Rotameter Low-Flow Calibrator	\$5.00
C9 Disposable Booties	\$1.00	N9 Dremel Multi-Tool w/ accessories	\$10.00	T9 Rotameter High-Flow Calibrator	\$5.00
C10 Batteries - pr. AA, AAA, C, D, 9V	\$2.00	N10 Surgical Kit - scalpel, forceps	\$10.00	T10 DryCal 510 Low-Flow Calibrator	\$10.00
C11 Ziploc Baggies - Quart, Gallon	\$5.00	N11 Borescope	\$25.00	T11 DryCal 530 High-Flow Calibrator	\$10.00
C12 Alcohol wipes (box)	\$5.00	N12 FLIR Infrared Camera	\$200.00	T12 Tri-Pod	\$5.00
C13 Tubes - Centrifuge Sterile	\$1.00	N13 Leaf Blower	\$10.00	T13 Temperature-Humidity Pen	\$10.00
C14 Templates - 10cm x 10 cm	\$0.25	N14 HEPA vacuum	\$25.00	T14 Moisture Meter (Delmhorst) Pin-Type	\$20.00
C15 Templates - 12" x 12"	\$1.00	N15 Ladder 4' to 6'	\$25.00	T15 Moisture Meter (Tramex) Surface	\$20.00
C16 Blades - razor knife, scalpel	\$1.00	N16 Ladder 8' to extension	\$25.00	T16 Q-Track 7565 (IAQ meter)	\$100.00
C17 Duct Tape	\$5.00	N17 Lock Out - Tag Out Kit	\$25.00	T17 pH Meter	\$25.00
C18 Forms - CDC, inspection, log	NC	N18 Power Inverter (DC to AC)	\$25.00	T18 Respirator Fit Test Kit (Qualitative)	\$40.00
C19 pH test strips	\$5.00	N19 Extension Cords	\$5.00	T19 Concrete Moisture Test (CaCl)	\$10.00
C20 pH meter calibration liquids	\$5.00	N20 Lighting - Portable AC	\$10.00	T20 XRF (Lead Paint Inspection)	\$500.00
C21 Irritant Smoke Tubes (ea.)	\$13.00	N21 Lap Top PC computer	\$100.00	T21 Portable Dust - Ultra-fine particulates	\$150.00
C22 Permanent Markers	\$2.00	N22 LCD Projector	\$100.00	T22 Combustible Gas Indicator (CGI)	\$100.00
C23 Cassette/Adhesive Labels	NC	N23 pr. Two-Way Radios	\$25.00	T23 Sound Level Meter (SLM)	\$100.00
C24 PCM cassettes	\$1.00	N24 Safety Harness (ea.)	\$20.00	T24 Personal Noise Dosimeter	\$150.00
C25 TEM cassettes	\$1.00	N25 Safety Lanyard (ea.)	\$10.00	T25 Radiation meter	\$150.00
C26 PCR cassettes	\$2.00	N26 OTHER (not listed above)	TBD	T26 Photoionization Detector (PID)	\$150.00
C27 Air cassettes OTHER (not listed)	\$1.00			T27 Sapphire IR Spectrophotometer	\$350.00
C28 Charcoal Tube	\$1.00			T28 Clean Room Air Current Tester	\$150.00
C29 Silica Gel Tube	\$1.00			T29 EMF meter	\$150.00
C30 Tracer Gas (SF6) A-size cylinder	\$600.00			T30 OTHER (not listed above)	TBD
C31 OTHER (not listed above)	TBD				

SCHEDULE M, Part A

INDEPENDENT CONTRACTOR QUESTIONNAIRE

PROJECT: number - name *On-Call Hazardous Materials Consulting Services*
 CONTRACTOR: name *J. Stanley Consulting, Inc.*
 SSN# or Corporate Taxpayer ID#: *27-1393066*

Please answer 'Yes' or 'No' to each question. The word "contract" refers to either construction or professional services for the project listed above.

If your company is a corporation, it is not necessary to complete the remainder of this form if you attach a copy of your firm's Certificate of Corporate Good Standing issued by the State of California. The certificate may be obtained at www.kepler.sos.ca.gov.

Attached

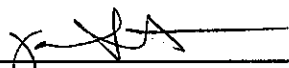
Yes No

1. Prior to this contract, have you performed services for the City? If yes, please indicate which years.		✓
2. Have you received any training, guidance, or direction from the City as to how the City expects the work (for which your services are contemplated) to be done? If yes, please describe what you are expecting (or have received) in the way of training or direction.		✓
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.	✓	
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract.		✓
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		✓
6. Please provide the date on which you expect to complete your services under the contract.	<i>7/1/2016</i>	
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. <i>Air testing equipment + supplies</i>	✓	
8. If the response to No. 7 is 'Yes', has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		✓
9. Other than supplies and equipment, do you anticipate incurring any non-reimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		✓
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. <i>EIN: 27-1393066</i>	✓	
11. Within the past two years have you performed the same type of services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed. <i>City of San Rafael, Oakley - On-Call Haz Mat Consulting</i>	✓	
12. Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. <i>City of San Rafael, Oakley</i>	✓	
13. Within the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. <i>Century Surety Co - Prof. Liability Policy</i>	✓	
14. Do your employees help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		✓
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		✓
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.		✓
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	✓	
b. an existing business phone number other than your home number? (please indicate #)		✓
c. filed for a fictitious business name? If yes, please attach a certified copy of the County-issued certificate and an affidavit of publication.		✓
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		✓
18. If you have answered parts or all of No. 17 with 'Yes', are the services represented in your answers the same type of services you will be performing for the City?	✓	

Yes No

19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. <u>DOSH CAC#05-3892</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21. Please indicate whether you object if the City decides to treat you as a short-term contract employee rather than an independent contractor and the reason for your objection.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I verify that the responses above are true and correct.


Contractor Signature

6/18/13
Date

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

City Attorney/Assistant City Attorney/
Deputy City Attorney

Date

J. STANLEY CONSULTING, INC.

5329 Miles Avenue

Oakland, CA 94618

415-595-9001

jimkoniuto@gmail.com



State of California Secretary of State

S**E-N53315****FILED**in the office of the Secretary of State
of the State of California**Sep - 6 2012**

This Space For Filing Use Only

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM****1. CORPORATE NAME**

C3260322

J. STANLEY CONSULTING, INC.

2352 MARKET STREET, STE B

SAN FRANCISCO, CA 94114

Due Date:**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)**2** ☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16.

If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
5329 MILES AVENUE	OAKLAND	CA	94618
5. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers.

A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

6. CHIEF EXECUTIVE OFFICER/ JAMES KONIUTO	ADDRESS 5329 MILES AVENUE	CITY OAKLAND	STATE CA	ZIP CODE 94618
7. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

9. NAME JAMES KONIUTO	ADDRESS 5329 MILES AVENUE	CITY OAKLAND	STATE CA	ZIP CODE 94618
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:**Agent for Service of Process** (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 14 must be left blank.)**13. NAME OF AGENT FOR SERVICE OF PROCESS**

14. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
		CA	

Type of Business**15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**

CONSULTING

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

09/06/2012

DATE

JAMES KONIUTO

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

PRESIDENT

TITLE

SIGNATURE

3260322

FILED
In the office of the Secretary of State
of the State of California

NOV 16 2009

STATE OF CALIFORNIA
ARTICLES OF INCORPORATION
OF

J. Stanley Consulting, Inc.

ARTICLE I: The name of the corporation is

J. Stanley Consulting, Inc.

ARTICLE II: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III: The name and address in the State of California of this corporation's initial agent for service of process is:

Gina Waota
2352 Market Street, Ste B
San Francisco, CA 94114

ARTICLE IV: This Corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 10000 Shares at \$.01 par value.



Kerry Walsh, Incorporator
173 N Main St #400
Sayville, New York 11782



Secretary of State
Business Programs Division
Business Entities - Records, P.O. Box 944260, Sacramento, CA 94244-2600

April 17, 2013

RE: J. STANLEY CONSULTING, INC.

This letter is in response to your request for information.

The 'not to exceed' or blank check submitted with your request has been completed in the amount of \$12.

Certification and Records
Business Entities Section



Secretary of State

Administration

Elections

Business Programs

Political Reform

Archives

Registries

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

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Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, May 31, 2013. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	J. STANLEY CONSULTING, INC.
Entity Number:	C3260322
Date Filed:	11/16/2009
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2352 MARKET STREET, STE B
Entity City, State, Zip:	SAN FRANCISCO CA 94114
Agent for Service of Process:	GINA WAOTA
Agent Address:	2352 MARKET STREET, STE B
Agent City, State, Zip:	SAN FRANCISCO CA 94114

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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SCHEDULE M, Part B

INDEPENDENT CONTRACTOR QUESTIONNAIRE

PROJECT INFO: **TBD - On-Call Hazardous Materials Consulting Services**

CONTRACTOR: **J. Stanley Consulting**

SSN# or Corporate Taxpayer ID# :

This document supplements Schedule M, Part A and is to be completed by the department requesting the contract. Please answer 'Yes' or 'No' to each question. The word "contract" refers to either construction or professional services for the project listed above.

1. Briefly describe the work to be performed by the Contractor. A wide range of professional environmental consulting services, on an as-needed basis, related to environmental assessment, remediation and compliance at properties that the City owns, operates or plans to acquire.
2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants? Duties can be assigned.
3. Do you intend to give the Contractor instructions on how to do the work under the contract? Yes
If yes, briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. A consultant assignment referencing a specific, agreed-upon, work proposal will be issued. Progress reports may be required as necessary. The work will not typically be physically overseen.
4. Will the Contractor's work end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain? This is an on-call contract, funded by project funds on an as-needed basis. Work will be done on a variety of finite projects.
5. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). The Contractor will not be housed in City facilities, but most of the work done will be done on City sites, doing environmental tasks related to City needs.
6. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification? Yes
7. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) _____
8. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. Contractors will in some cases be paid on an hourly basis, using rates for each type of job duty as negotiated before the contract is finalized.
9. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe. Contractors will typically be paid on a total project basis with a not-to-exceed agreement based on their proposal for the work to be done and the staff rates to accomplish it.
10. Over how long a period of time will services under this contract be performed? Three years, with an option to extend.

11. Will the services require the Contractor's full-time attention for any given day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time. This is unknown, since it is an on-call, as-needed contract.
12. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. This is unknown but unusual.
13. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? Yes, invoicing is required to be detailed.
14. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? Yes, within the agreed-upon scope.
15. Is the City expecting the Contractor to put in a minimum number of hours per week on the project? This is unknown, since it's an on-call, as-needed contract.
16. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. This is unknown but unusual.
17. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below: The contracts are with firms with broad technical expertise and equipment, well beyond what any employee could provide.

I verify that the responses above are true and correct to the best of my knowledge.

Nancy Humphrey

City Project Manager Name

N. Humphrey
Signature

5/16/13
Date