

Board Office Use: Legislative File Info.	
File ID Number	22-1147
Introduction Date	5-25-2022
Enactment Number	22-1013
Enactment Date	5/25/2022 er



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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date May 25, 2022

Subject General Services Agreement – SCA Environmental, Inc. – Castlemont High School Field and Bleachers Renovation Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the **District** and **SCA Environmental, Inc.**, Oakland, California, for the latter to conduct abatement monitoring phase and attend other services: attend bid walk; and pre-construction meeting (up to a total of 4 hours), for the **Castlemont High School Field and Bleachers Renovation Project**, in the not-to-exceed amount of **\$32,041.00**, which includes a not-to-exceed amount of **\$2,913.00**, for additional services, with work scheduled to commence on **May 26, 2022**, and scheduled to last until **May 25, 2023**, pursuant to the Agreement.

Discussion The consultant was selected based on demonstrated competence and professional qualifications (Government Code §4526), **and** using 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 **SCA Environmental, Inc.**, Oakland, California, for the latter to conduct abatement monitoring phase and attend other services: attend bid walk; and pre-construction meeting (up to a total of 4 hours), for the **Castlemont High School Field and Bleachers Renovation Project**, in the not-to-exceed amount of **\$32,041.00**, which includes a not-to-exceed amount of **\$2,913.00**, for additional services, with work scheduled to commence on **May 26, 2022**, and scheduled to last until **May 25, 2023**, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure J

Attachments

- Agreement
- Proposal
- Insurance Certificate



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

Legislative File ID No. 22-1147

Department: Facilities Planning and Management

Vendor Name: SCA Environmental, Inc.

Project Name: Castlemont High School Field and Bleachers Renovation Project **Project No.:** 17115

Contract Term: Intended Start: 5-26-2022 Intended End: 5-25-2023

Total Cost Over Contract Term: \$32,041.00

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?

SCA Environmental, Inc., was chosen directly based on specially trained services and experience with similar projects they have provided in the past and is currently working for the District.

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

SCA Environmental, Inc., will conduct abatement monitoring phase and attend other services: attend bid walk; and pre-construction meeting (up to a total of 4 hours), for the Castlemont High School Field and Bleachers Renovation Project

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?

Based on expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

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 abatement monitoring phase and attend other services. The consultant was selected based on demonstrated competence and professional qualifications and using a fair competitive RFP selection process.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into effective May 26, 2022 (the "Effective Date"), by and between the Oakland Unified School District ("District") and SCA Environmental, Inc. ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Basic Services") for the Castlemont High School Field and Bleachers Project ("Project"): Contractor will provide abatement monitoring services which include conducting asbestos, lead-based paint and hazardous material surveys, prepare abatement plans. The Basic Services include providing environmental quality assurance service, as described in the March 16, 2022, 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 **May 26, 2022**, and shall end on **May 25, 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 **THIRTY-TWO THOUSAND FORTY-ONE Dollars NO/100 (\$32,041.00)**, which

consists of a not-to-exceed amount of **TWENTY-NINE THOUSAND ONE HUNDRED TWENTY-EIGHT Dollars (\$29,128.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **TWO THOUSAND NINE HUNDRED THIRTEEN Dollars NO/100 Dollars (\$2,913.00)** 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 sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor 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 \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, 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. **X** 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, 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:

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- 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

850.40 5/26/2022

Gary Yee, President, Board of Education Date

Kyla Johnson-Trammell 5/26/2022

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

Tadashi Nakadegawa 5/26/22

Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management Date

CONTRACTOR:

SCA Environmental, Inc.

Signature: [Signature]

Title: Vice President

Date: 4/21/22

Address for District Notices:

OUSD
955 High Street
Oakland, CA 94601
Attn: Tadashi Nakadegawa

Address for Contractor Notices:

SCA Environmental, Inc.
2939 Summitt Street, Ste. 302
Oakland, CA 94609
Attn: Dan Leung

Approved As To Form:

[Signature] 4/29/22

OUSD Facilities Legal Counsel Date

Exhibit A

Scope of Basic Services



ENVIRONMENTAL, INC.

March 16, 2022

Mr. Al Anderson
Oakland Unified School District
Facilities Planning & Management
955 High Street
Oakland, CA 94601

al.anderson@ousd.org

Re: Castlemont High School Field and Bleachers Renovation Project
Castlemont High School, 8601 MacArthur Blvd, Oakland, CA 94605
SCA Proposal No. K-12874.01

Dear Collard:

As requested, SCA Environmental, Inc. (SCA) is pleased to provide this proposal to conduct abatement monitoring services for the Castlemont High School Field and Bleachers Renovation.

The scope of the abatement is unknown at this time; however, SCA has budgeted up to 20 monitoring shifts.

Scope of Work

SCA will provide its trained staff to complete the following tasks:

Task A: Other Services

1. Attend 1 bid walk and 1 pre-construction meeting (up to a total of 4 hours).

Task B: Abatement Monitoring Phase

1. Provide the services of a Cal/OSHA certified personnel under the direct supervision of a Certified Industrial Hygienist (CIH) to provide environmental quality assurance services including perimeter air quality monitoring and inspection of coring procedures during all asbestos-related work. Up to 2 air samples per shift will be collected in key locations and analyzed the same day that they were collected. Air samples will be analyzed at SCA's contract NVLAP-accredited laboratory, using phase contrast microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) method 7400. OUSD's Project Manager will be promptly notified (the following day) of any unacceptable results.
2. Provide the services of CDPH certified personnel under the direct supervision of a Certified Industrial Hygienist (CIH) to provide environmental quality assurance services including representative perimeter air sampling of paint stabilization activities. Representative air samples up to 1 will be collected in key locations and analyzed the following day that they were collected to illustrate that dust control procedures are adequate. Air samples will be analyzed at SCA's contract NELAP-accredited laboratory, McCampbell Analytical, Inc. in Pittsburg, CA, using ICP/MS analytical procedures. OUSD's Project Manager will be promptly notified of any unacceptable results.
3. Review the Contractor's pre-job submittals and preparation of the work area, prior to commencement of asbestos abatement procedures. The results of that review will be promptly reported to OUSD's Project Manager, along with SCA's recommendations on remedial actions needed prior to proceeding.
4. Perform periodic observations of the Contractor's work area, to document that work is being carried out safely and in compliance with the requirements of the specification, and to collect abatement progress data.
5. Provide the services of appropriate senior professional personnel to advise OUSD on technical matters arising during the course of the asbestos removal.

6. Maintain a record of all relevant observations and findings made during the abatement project. A copy of this record will be provided to OUSD at the completion of the project.
7. Provide OUSD with daily reports on the abatement project. A comprehensive final report will be presented to OUSD within one month of completion of the abatement project.
8. Provide final asbestos clearance inspections and testing as outlined in the Project Specifications. This will include a rigorous visual inspection of all work surfaces to ensure that visible debris is not left in the work area, up to 10 aggressive clearance air samples (to be analyzed by TEM), and final clearance wipe samples up to 10 in representative areas showing proper cleanup of the site at the completion of site work.

Schedule

SCA's survey documents will be issued within 2 weeks of the notice to proceed.

Additional Services Available But Not Within the Current Scope of Work

Additional services, not within this scope of work, which can be provided on a time and materials basis include:

1. Abatement monitoring services beyond 20 monitoring shifts.
2. Sampling and analysis beyond the scope of work listed above.
3. Notification of, or negotiation with regulatory agencies on your office's behalf; these items are normally handle by the Abatement Contractor under the terms of the specifications.
4. Preparation of employee and/or tenant notifications of asbestos survey results as required under the Connelly Bill.
5. Asbestos awareness training of janitorial and maintenance staff as required under the OSHA and ASHARA regulations.
6. Survey scope outside the assumptions addressed herein due to schedule extensions, access delays, increase scope of renovations or demolition, etc.

Fee

SCA proposes to perform this project on a time and materials basis for a not-to-exceed fee as noted in the attached Fee Schedules (broken down separately for design and monitoring). The not-to-exceed fee includes:

Facility	Scope	Budget
Castlemont High School, Oakland, CA 94605	Abatement Monitoring Services	\$29,128
	Total	\$29,128

Work will be completed per the terms and conditions of our recent contracts with the Oakland Unified School District.

If you have any questions, please do not hesitate to contact me.

Sincerely,
SCA ENVIRONMENTAL, INC.



Dan Leung, CIH, CSP, CAC
Vice President
(415) 867-9544
dleung@sca-enviro.com

Exhibit B

Hourly Rates

Hazmat Monitoring Services

Project: Castlemont HS Field and Bleachers Renovation Project

Proposal Date: 3/16/2022

IH Firm: SCA Environmental, Inc.

Contact: Dan Leung, CIH, CSP, CAC

Email Address: dleung@sca-enviro.com

Scope of Work: Provide hazardous materials consulting services in accordance with the District's Outlined Scope of Work. See Attached Document for Additional Scope of Work Documentation (SCA Proposal No. K-12874.01).

Task 1: Submittal Reviews

Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Senior Project Professional	Review of Submittals	2	\$200.00	\$400.00
Senior Project Professional	Spec. Preparation		\$200.00	\$0.00
Project Professional	Pre - Construction Meeting	2	\$130.00	\$260.00
Information Specialist	Clerical, Data Entry, etc.	1	\$85.00	\$85.00
Office Consumables				\$111.75
Subtotal				\$856.75
TOTAL TASK 1				\$856.75

Task 2: Inspection & Abatement Monitoring

Labor

Labor Category	Description of Work	No. of Hours / Shifts	Hourly Rate	Total
Project Professional	Site Coordination	20	\$200.00	\$4,000.00
Administrative Support	Clerical, Data Entry, etc.	20	\$85.00	\$1,700.00
Field Technician - Regular	4-Hour		\$95.00	\$0.00
	8-Hour	160	\$95.00	\$15,200.00
	10-Hour		\$95.00	\$0.00
	12-Hour		\$95.00	\$0.00
Field Technician - Premium	4-Hour		\$142.50	\$0.00
	8-Hour		\$142.50	\$0.00
	10-Hour		\$142.50	\$0.00
	12-Hour		\$142.50	\$0.00
Total Labor Costs				\$20,900.00

Other Costs

Item	No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour	40	\$22.00	\$880.00
TEM (AHERA) - 24 hour	15	\$155.00	\$2,325.00
Lead (wipe/air) - 24 hour	10	\$45.00	\$450.00
Supplies, equipment and shipping			\$548.25
Total Other Costs			\$4,203.25

TOTAL TASK 2

\$25,103.25

Task 3: Final Test and Acceptance Sampling

Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Project Professional	Final Dust Wipe Sampling	6	\$130.00	\$780.00
Information Specialist	Clerical, Data Entry, etc.	1	\$85.00	\$85.00
Total Labor Costs				\$865.00

Other Costs			
Item	No. of Item	Fixed Unit Rate	Total
Lead Analysis - Wipes 24 hr. turn-around	10	\$45.00	\$450.00
Shipment Consumables			\$197.25
Total Other Costs			\$647.25
TOTAL TASK 3			\$1,512.25

Task 4: Project Closeout				
Labor				
Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Senior Project Professional	Q/A	2	\$200.00	\$400.00
Project Professional	Report Preparation	8	\$130.00	\$1,040.00
Administrative Support	Clerical, Data Entry, etc.		\$85.00	\$0.00
Office Consumables				\$216.00
Total Other Costs				\$1,656.00
TOTAL TASK 4				\$1,656.00

TOTAL: Task 1-4	\$29,128.25
-----------------	-------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2022

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).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Doris A Chambers PHONE (A/C, No, Ext): 510-272-1499 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: Doris.Chambers@AssuredPartners.com	
License#: 6003745 SCAENVIR01		INSURER(S) AFFORDING COVERAGE	
INSURED SCA Environmental, Inc. 320 Justin Drive San Francisco CA 94112		NAIC #	
		INSURER A: State Compensation Ins. Fund of CA 35076	
		INSURER B: National Union Fire Insurance Co PA 19445	
		INSURER C: Hartford Accident and Indemnity Company 22357	
		INSURER D: Underwriters at Lloyd's, London/Rivington 26623	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1409693824

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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENC000509702	10/10/2021	10/10/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UEGBC0266	10/10/2021	10/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	EBU038179569	10/10/2021	10/10/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> 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/A	9246619192	10/10/2021	10/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional and Contractor's Pollution Liability			ENC000509702	10/10/2021	10/10/2022	\$2,000,000 per Claim \$2,000,000 Annl Aggr Claims Made

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

The Excess-Umbrella Liability is Following Form to the General Liability, Automobile Liability and Employers' Liability policies.
REF: OUSD Castlemont HS Bleachers Renovation, SCA Project #K-12874.01. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT are named as Additional Insured as respects General Liability and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than nonpayment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non payment of premium, 10 days written notice will be sent to the above.

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

Oakland Unified School District
Attn: Imelda Meza
955 High Street
Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Borg



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Castlemont High School Field and Bleachers Renovation Project	Site	301
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	SCA Environmental, Inc.	Agency's Contact	Dan Leung		
OUSD Vendor ID #	003786	Title	Vice President		
Street Address	2939 Summit Street, Suite 302	City	Oakland	State	CA
Telephone	415-867-9544	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 #	17115				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-26-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	5-25-2023
		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)	\$32,041.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9739	Fund 21, Measure J	210-9650-0-9739-8500-6270-301-9180-9905-9999-17115	6270	\$32,041.00

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	5/2/22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	4/29/22		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	5/1/22		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			