

Board Office Use: Legislative File Info.	
File ID Number	17- 0627
Introduction Date	4-26-2017
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Senior Business Officer
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date April 26, 2017

Subject Amendment No. 1, Independent Consultant Agreement - Sensible Environmental Solutions - Whittier Elementary School - New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement between the District and Sensible Environmental Solutions, Oakland, CA., for the latter to provide additional hazardous material consulting services including additional monitoring service, additional construction support services and additional analytical services necessary to facilitate the hazardous material related work on the project, in conjunction with the Whittier Elementary School - New Construction Project, in an additional amount not to exceed \$80,768.15, increasing the Contract from \$98,900.00 to \$179,668.15.

Discussion Additional work is required due to the extended schedule of hazmat related work, scope modifications, and construction.

LBP (Local business participation percentage) 100.00%

Procurement Method Professional Services Agreement - Formal - Advertised RFP/Awarded to entity following OUSD competitive solicitation process

Recommendation Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement between the District and Sensible Environmental Solutions, Oakland, CA., for the latter to provide additional hazardous material consulting services including additional monitoring service, additional construction support services and additional analytical services necessary to facilitate the hazardous material related work on the project, in conjunction with the Whittier Elementary School - New Construction Project, in an additional amount not to exceed \$80,768.15, increasing the Contract from \$98,900.00 to \$179,668.15.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1 including scope of work
- Certificate of Insurance



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

- Consultant Proposal



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Sensible Environmental Solutions

Project Name: Whittier Expansion - New Construction **Project No.:** 13126

Contract Term: Intended Start: 10/22/2014 Intended End: 12/31/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$80,768.15

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

This is Amendment No. 1 to this vendor's existing contract.

Summarize the services this Vendor will be providing.

Additional hazardous material consulting services including additional monitoring services, additional construction support services and additional analytical services necessary to facilitate the hazardous material related work on this project.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

This is Amendment No. 1 to this vendor's existing contract.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
 - Special Services** contracts for financial, economic, accounting, legal or administrative services
 - CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
 - Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
 - Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
 - Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
 - Emergency** contracts
 - Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
 - "Piggyback" Contracts** with other governmental entities
 - Perishable Food**
 - Sole Source**
 - Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
 - Other, please provide specific exception**
- 3) **Not Applicable - no exception - Project was competitively bid**



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Sensible Environmental Solutions OUSD entered into an Agreement with CONTRACTOR for services on April 26, 2017 and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The project consist of additional hazardous material consulting services including additional monitoring services, additional construction support services and additional analytical services necessary to facilitate the hazardous material related work on the project.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$80,768.15 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>		
<p>and the new contract total is One hundred seventy-nine thousand, six hundred sixty-eight dollars and fifteen cents (\$179,668.15)</p>		

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

5. **Amendment History:**
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

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

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

 James Harris, President,
 Board of Education

 Date

 Contractor Signature

3-27-17

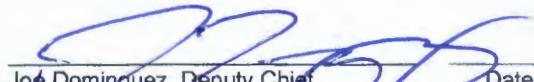
 Date

 Devin Dillon, Superintendent
 Secretary, Board of Education

 Date

Robert Sutton, President

 Print Name, Title


 Joe Dominguez, Deputy Chief
 Facilities, Planning and Management
 Date


 General Counsel, Facilities
 Date

3/28/17

EXHIBIT "A" Scope of Work

Contractor Name: Sensible Environmental Solutions

Billing Rate: Eighty thousand, seven hundred sixty-eight dollars and fifteen cents (\$80,768.15)

1. Description of Services to be Provided

The project is for additional hazardous material consulting services, additional monitoring services, additional construction support services and additional analytical services necessary to facilitate the hazardous material related work on the project.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: 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/portal/public/SAM>

 Susie Butler-Berkley
 Contract Analyst

March 22, 2017

Ms. Kenya Chatman
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
Email: kenya.chatman@ousd.k12.ca.us

SUBJECT: Contract Modification Request (R4) for Providing Additional Hazardous Materials Abatement Monitoring Services to Support the Demolition and Renovation at Greenleaf Elementary School, Oakland, CA (SES No. 14-037)

Dear Ms. Chatman:

Sensible Environmental Solutions Inc. (SES) is presenting the following proposed contract modification request for the Greenleaf Elementary School Modernization Project for your review and consideration.

PROPOSED CONTRACT MODIFICATION

The purpose of this modification request is to increase the contract budget to account for additional hazardous material consulting services including additional monitoring services, additional construction support services and additional analytical services necessary to facilitate the hazardous material related work at the Greenleaf Elementary School. The additional hazardous material consulting services are associated with extended schedule for Hazmat related work, scope modifications, contractor layout issues, construction support and laboratory analysis. SES is requesting a Contract Modification in the amount of **\$80,768.15**.

Based on available information and projected schedules for the remaining hazmat related work activities at Greenleaf Elementary School, this modification should be sufficient to support the project through final completion of the project. Should you have any questions or require any additional information please contact us by the information below.

Sincerely,

SENSIBLE ENVIRONMENTAL SOLUTIONS INC.



Robert C. Sutton, CAC, CDPH
President
Phone: (925) 689-9737 Ext. 301
Email: bob@sensibleinc.net

Attachment: Consultant Time and Materials Basis of Charges

Modification Request for Additional Hazmat Monitoring Services

Project: Demolition and Renovation at Greenleaf at Whittier Elementary School

Proposal Due Date: 3/22/2017

IH Firm: Sensible Environmental Solutions Inc.

Contact: Bob Sutton

Email Address: bob@sensibleinc.net

Scope of Work: Provide additional hazardous materials consulting services to support the demolition and renovation at Greenleaf Elementary School. Refer to SES Modification Request dated 03/22/17.

Task 1: Inspection & Abatement Monitoring (All overages through 03/12/17)

Labor				
Labor Category	Description of Work	No. of Hours / Shifts	Hourly Rate per SOQ	Total
Senior Project Professional	Site Coord. Project Review, Quality Assurance and Day-to-Day PM	65.5	\$140.00	\$9,170.00
Project Administrator	Project Administration/ Site Visits / Sampling	50.75	\$75.00	\$3,806.25
Staff Professional	Bulk Sampling of suspect ACM	4	\$90.00	\$360.00
Field Technician	Sample Delivery	2	\$75.00	\$150.00
Administrative Support	Clerical, Data Entry, etc.	43	\$45.00	\$1,935.00
Field Technician - Regular	4-Hour Shift	2	\$500.00	\$1,000.00
Field Technician - OT	4-Hour Premium Shift	3	\$685.00	\$2,055.00
Field Technician - Regular	8-Hour Shift	47	\$817.00	\$38,399.00
Field Technician - Regular	10-Hour Shift	4	\$1,052.00	\$4,208.00
Total Labor Costs				\$61,083.25
Other Costs				
Item		No. of Item	Fixed Unit Rate	Total
PCM analysis (24-hour)	Clearance Samples	66	\$14.00	\$924.00
PCM analysis - (RUSH)	Clearance Samples	60	\$20.00	\$1,200.00
TEM (AHERA) (24 hour)	Clearance Samples	21	\$100.00	\$2,100.00
TEM (AHERA) - (RUSH)	Clearance Samples	15	\$125.00	\$1,875.00
PLM (24 hour)	Analysis of Suspect ACBM	4	\$18.00	\$72.00
PLM - (RUSH)	Analysis of Suspect ACBM	10	\$28.00	\$280.00
	Laboratory Markup (15%)	0.15	\$6,451.00	\$967.65
Office Consumables		165.25	\$5.00	\$826.25
Total Other Costs				\$8,244.90
TOTAL TASK 1				\$69,328.15

Task 2: Inspection & Abatement Monitoring (Based on Work Plan & Schedule dated 03/09/17 by Nick Misakian)

Labor				
Labor Category	Description of Work	No. of Hours / Shifts	Hourly Rate per SOQ	Total
Senior Project Professional	Site Coord. Project Review, Quality Assurance and Day-to-Day PM	7	\$140.00	\$980.00
Project Administrator	Project Administration/ Site Visits / Sampling	3.5	\$75.00	\$262.50
Administrative Support	Clerical, Data Entry, etc.	3.5	\$45.00	\$157.50
Field Technician - Regular	8-Hour Shift	7	\$817.00	\$5,719.00
Field Technician - Regular	10-Hour Shift		\$1,052.00	\$0.00
Total Labor Costs				\$7,119.00

Other Costs				
Item		No. of Item	Fixed Unit Rate	Total
PCM analysis (24-hour)	Clearance Samples	10	\$14.00	\$140.00
TEM (AHERA) (24 hour)	Clearance Samples	10	\$100.00	\$1,000.00
	Laboratory Markup (15%)	0.15	\$1,140.00	\$171.00
Office Consumables		14	\$5.00	\$70.00
Total Other Costs				\$1,381.00
TOTAL TASK 2				\$8,500.00

Task 3: Project Closeout				
Labor				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Report Preparation	12	\$140.00	\$1,680.00
Project Administrator	Report Preparation	10	\$75.00	\$750.00
Administrative Support	Clerical, Data Entry, etc.	8	\$45.00	\$360.00
Office Consumables		30	\$5.00	\$150.00
Total Other Costs				\$2,940.00
TOTAL TASK 3				\$2,940.00

TOTAL TASKS 1 - 3 **\$80,768.15**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2016

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 Sagacious Insurance Services, LLC 800 S. Broadway #101 Walnut Creek, CA 94596 Maura L. Perkins	CONTACT NAME: Maura L. Perkins PHONE (A/C, No, Ext): 888-654-8884 E-MAIL ADDRESS: mperkins@sagaciousins.com	FAX (A/C, No): 888-564-7707
	INSURER(S) AFFORDING COVERAGE	
INSURED Sensible Environmental Solutions, Inc. 1116 Willow Pass Ct. #5 Concord, CA 94520	INSURER A : Admiral Insurance Company	NAIC # 24856
	INSURER B : Hartford Accident & Indemnity	22357
	INSURER C : State Compensation Insurance	35076
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		FEI-ECC-16631-03	07/15/2016	07/15/2017	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 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		57UECVJ8273	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<input 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		N/A	9163242-16	07/15/2016	07/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> Pollution Liab <input type="checkbox"/> (Claims Made)			FEI-ECC-16631-03 RETRO DATE 7/15/96	07/15/2016	07/15/2017	Aggregate 3,000,000 Ea. Claim 2,000,000

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

Oakland Unified School District, its directors, officers, trustees, employees, agents, consultants, volunteers and representatives are named Additional Insureds to General and Auto Liability coverage per policy endorsement attached. Waiver of Subrogation per policy endorsement attached.

CERTIFICATE HOLDER

CANCELLATION

OAKLAND Oakland Unified School Dist. Facilities Planning & Mgmt Attn: Timothy E. White 955 High Street Oakland, CA 94601-0000	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 Maura L. Perkins
---	---

NOTEPADINSURED'S NAME **Sensible Environmental****SENSI-1
OP ID: MP**PAGE 2
Date **07/29/2016**

Policies shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to OHSB, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 07/15/2016 attaches to and forms a part of Policy Number FEI-ECC-16631-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 07/15/2016, attaches to and forms a part of Policy Number FEI-ECC-16631-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 07/15/2016 attaches to and forms a part of Policy Number
FEI-ECC-16631-03 This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Board Office Use: Legislative File Info.	
File ID Number	14-2088
Introduction Date	10-22-2014
Enactment Number	14-1785
Enactment Date	10/22/14 OS



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Mia Settles-Tidwell, Chief Operations Officer MST
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date October 22, 2014

Subject Independent Consultant Agreement for Professional Services - Sensible Environmental Solutions - Whittier Elementary School Expansion-New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Sensible Environmental Solutions for Haz-Met Services on behalf of the District at the Whittier Elementary School Expansion-New Construction Project, in an amount not-to exceed \$98,900.00. The term of this Agreement shall commence on October 22, 2014 and shall conclude no later than December 31, 2017.

Background The contract is needed for the Greenleaf school at Whittier site expansion project for a school going from K-5 to K-8.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Whittier Elementary School Expansion-New Construction Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **September 3, 2014** by and between the Oakland Unified School District, Oakland, California ("District") and **Sensible Environmental Solutions** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to provide pre-design inspection, development of haz-mat documents, bidding services, pre-construction and submittal review, inspection and monitoring and project close-out.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence October 22, 2014 and conclude no later than December 31, 2017.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Agreement
 Workers' Compensation Certification
 Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Ninety-eight thousand, nine hundred dollars and no cents (\$98,900.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.

REALTIES PLANNING & MGMT
ACCOUNTING DEPARTMENT

accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons,

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District 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 Consultant 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 District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

follows:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

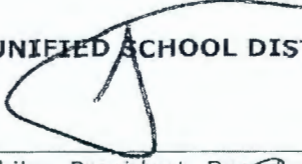
Robert Sutton
Sensible Environmental Solutions
155 Filbert Street
Oakland, CA 94607

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 28. 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.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been

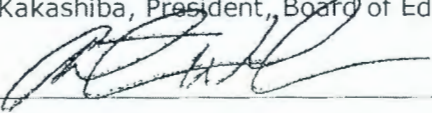
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



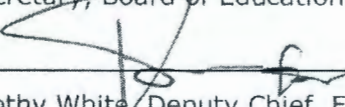
David Kakashiba, President, Board of Education

Date: 10/23/14



Antwan Wilson, Superintendent and Secretary, Board of Education

Date: 10/23/14



Timothy White, Deputy Chief, Facilities Planning and Management

Date: 9/18/14

Sensible Environmental Solutions



Date: 9-9-14

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 9-17-14

File ID Number: 14-2558
Introduction Date: 10/22/14
Enactment Number: 14-1785
Enactment Date: 10/22/14
By: OA

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 9-9-14

Proper Name of Consultant: Sensible Environmental Solutions Inc.

Signature: 

Print Name: Robert Sutter

Title: President


(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: 9-9-14

Proper Name of Consultant: Sensible Environmental Solutions Inc.

Signature: 

Print Name: Robert Sutton

Title: President

August 27, 2014

Mr. Kenya Chatman
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
Email: kenya.chatman@ousd.k12.ca.us

SUBJECT: Proposal for Providing Hazardous Materials Abatement Design and Monitoring Services to Support the Demolition and Renovation at Greenleaf at Whittier Elementary School, Oakland, CA (SES No. 14-037)

Dear Ms. Chatman:

Sensible Environmental Solutions Inc. (SES) is pleased to respond to the Oakland Unified School District (OUSD) request for a proposal to provide hazardous materials abatement design and monitoring services to support the subject project. The scope of work and proposed costs are based on the Schematic Site Plan and basic floor plans provided by OUSD.

SUMMARY OF SCOPE

Task 1 – Hazardous Materials Pre-design Inspection

SES will review available as-built drawings, the most recent version of the working drawings and specifications and existing hazardous materials survey data. The purpose of the review is to identify existing building conditions and determine what building components will be impacted by the demolition and renovation project and to evaluate the current scope of work which will impact known or assumed hazardous building materials.

Asbestos Survey: SES will visit the site and visually inspect all accessible interior and exterior building areas related to this project for suspect asbestos containing materials (ACMs). Homogeneous materials will be identified and noted. Samples of each homogeneous material will be collected if sufficient data is not available to determine whether or not a material contains asbestos or if varying sample results collected during previous surveys requires additional sampling. Samples will be collected using methods that avoid rendering the material friable during sampling. Samples will be placed in sealed and labeled containers and sent to a NIST/NVLAP accredited laboratory for analysis of bulk samples for asbestos content by Polarized Light Microscopy (PLM). SES anticipates the collection and analysis of 150 bulk material samples.

Lead-based Paint Survey: SES's California Department of Public Health Certified Lead Inspectors/Risk Assessors will conduct a lead-based paint (LBP) survey of accessible interior and exterior areas for suspect lead-based paint (LBP). The LBP survey will be conducted by X-ray fluorescence (XRF) testing using an RMD portable XRF spectrum analyzer, Model LPA-1. For each test performed, test data recorded includes the location, component name, substrate composition, sample time and sample result for lead content in milligrams per square centimeter (mg/cm²). LBP sampling utilizing an XRF spectrum analyzer allows for screening a large number of surfaces for moderate to high lead content without damaging the surface. Each test is assigned an arbitrary test sequential number by the XRF data management system as testing proceeds and information pertaining to test location, component tested and substrate are entered for each test. Because the RMD XRF spectrum analyzer provides only positive or negative readings for LBP, no paint chip sampling will be required at this time.

Task 4 – Pre-Construction / Submittal Review

SES will attend one pre-construction Meeting to discuss and review scopes of work, address contractor questions regarding the scope of work and prepare any necessary clarifications that may be required during the course of the abatement project.

SES will review and approve the hazardous materials abatement contractor's submittal package. SES's review will consist of ensuring the Contractor's work plan is acceptable and meets the requirements of the project and applicable regulations. SES assumes that the review will be for one (1) abatement contractor. If more than one submittal package is provided or additional reviews are required, SES will be reimbursed in accordance with the hourly rates identified herein.

Task 5 – Inspection and Abatement Monitoring

SES will provide on-site monitoring services for an estimated 50 days (Monday – Friday) during hazardous material related work. Monitoring services will include the following:

- Providing Hazardous Materials Management Services during abatement operations.
- Providing an on-site inspector who is a California Certified Asbestos Consultant (CAC) and a California Department of Public Health (CDPH) Certified Project Monitor for eight-hours per shift;
- Conducting pre-start visual inspections of the contractor's work areas, documenting the contractor's work procedures and collecting daily submittals;
- Collecting daily air samples for asbestos and lead outside of work areas during abatement activities. SES has budgeted for the collection of up to five (5) asbestos or lead air samples per shift;
- SES has budgeted five (5) PCM air samples for re-analysis by transmission electron microscopy (TEM).
- Conducting final visual clearance inspections for asbestos at completion of abatement operations. SES anticipates collecting a total of four (4) sets of clearance air samples (20 total) to be analyzed by TEM and fifteen (15) sets of clearance air samples analyzed by PCM (75 total) in accordance with EPA AHERA Protocols; and
- Conducting final visual clearance inspections for lead at completion of lead abatement operations. SES has budgeted for a total of 50 post clean-up dust wipe samples for lead for analysis by AAS.

Task 6 – Project Close-out

At the completion of the project, SES will provide an electronic copy of the Final Hazardous Materials Management Report. The final report will document the hazardous materials procedures utilized during the project and include a project narrative, daily logs, sample survey forms, laboratory results, photographs and the Contractor's pre and post-abatement submittal information.

Exhibit B

Hazmat Design & Monitoring Services - Detail Costs

Project: Demolition and Renovation at Greenleaf at Whittier Elementary School

Proposal Due Date: 8/27/2014

IH Firm: Sensible Environmental Solutions Inc.

Contact: Bob Sutton

Email Address: bob@sensibleinc.net

Scope of Work: Provide hazardous materials consulting services to facilitate the Demolition of existing Portable Buildings and Multi-Purpose Building including the seismic upgrade of the existing Main Building and Site Improvements. Services include hazmat investigation design, development of hazardous materials abatement documents, bidding services, pre-construction / submittal review, abatement monitoring and project closeout.

Task 1: Hazardous Materials Pre-design Investigation

Labor				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Surveys, Data Analysis & Reporting	40	\$130.00	\$5,200.00
Staff Professional	XRF Survey	32	\$90.00	\$2,880.00
Administrative Support	Clerical, XRF Data Entry, etc.	10	\$45.00	\$450.00
Total Other Costs				\$8,530.00
Other Costs				
Item	No. of Item	Fixed Unit Rate	Total	
PLM Analysis (24 Turnaround Time (TAT))	150	\$16.10	\$2,415.00	
PLM Point Count Analysis - 1,200 Point Count (3 to 5 Day TAT)	5	\$115.00	\$575.00	
XRF Rental (Daily Rate)	4	\$200.00	\$800.00	
Office Consumables	82	\$5.00	\$410.00	
Total Other Costs				\$4,200.00
TOTAL TASK 1				\$12,730.00

Task 2: Development of Hazardous Materials Abatement Documents

Labor				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Haz. Mat. Plans & Specs	52	\$130.00	\$6,760.00
Senior Project Professional	Design Meetings (2)	8	\$130.00	\$1,040.00
Senior Project Professional	Abatement Cost Estimate	8	\$130.00	\$1,040.00
Drafter	CAD, Drafting	24	\$75.00	\$1,800.00
Administrative Support	Clerical, Data Entry, etc.	4	\$45.00	\$180.00
Office Consumables		96	\$5.00	\$480.00
Total Other Costs				\$11,300.00
TOTAL TASK 2				\$11,300.00



CERTIFICATE OF LIABILITY INSURANCE

SENSI-1 OP ID: MP

DATE (MM/DD/YYYY)
09/10/2014

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 Sagacious Insurance Services, LLC 800 S. Broadway #101 Walnut Creek, CA 94596 Maura L. Perkins		CONTACT NAME: Maura L. Perkins PHONE (A/C, No, Ext): 888-654-8884 E-MAIL ADDRESS: mperkins@sagaciousins.com FAX (A/C, No): 888-564-7707															
INSURED Sensible Environmental Solutions, Inc. 1116 Willow Pass Ct. #5 Concord, CA 94520		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B : The Hartford Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C : Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : The Hartford Insurance Co		INSURER C : Wesco Insurance Company	25011	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Admiral Insurance Company	24856																
INSURER B : The Hartford Insurance Co																	
INSURER C : Wesco Insurance Company	25011																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		FEI-ECC-16631-01	07/15/2014	07/15/2015	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>3,000,000</td></tr> <tr><td></td><td></td><td></td></tr> </table>	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	GENERAL AGGREGATE	\$	3,000,000	PRODUCTS - COMP/OP AGG	\$	3,000,000			
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																										
GENERAL AGGREGATE	\$	3,000,000																										
PRODUCTS - COMP/OP AGG	\$	3,000,000																										
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		57UECVJ8273	07/15/2014	07/15/2015	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$										
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																										
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr> <tr><td>AGGREGATE</td><td>\$</td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>	EACH OCCURRENCE	\$		AGGREGATE	\$																
EACH OCCURRENCE	\$																											
AGGREGATE	\$																											
C	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 <input type="checkbox"/> N/A		X	WWC3100053	07/15/2014	07/15/2015	<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table>	<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									
<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																										
A	Pollution Liab (Claims Made)			FEI-ECC-16631-01	07/15/2014	07/15/2015	<table border="1"> <tr><td>Aggregate</td><td>\$</td><td>3,000,000</td></tr> <tr><td>Ea. Claim</td><td></td><td>2,000,000</td></tr> </table>	Aggregate	\$	3,000,000	Ea. Claim		2,000,000															
Aggregate	\$	3,000,000																										
Ea. Claim		2,000,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District, its directors, officers, trustees, employees, agents, consultants, volunteers and representatives are named Additional Insureds to General and Auto Liability coverage per policy endorsement attached. Waiver of Subrogation per policy endorsement attached.

CERTIFICATE HOLDER	CANCELLATION
OAKLAND Oakland Unified School Dist. Facilities Planning & Mgmt Attn: Timothy E. White 955 High Street Oakland, CA 94601-0000	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



Sensible Environmental Solutions, Inc; Sensible Construction
Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 7/15/2014 attaches to and forms a part of Policy Number FEI-ECC-16631-01. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 7/15/2014 attaches to and forms a part of Policy Number
FEI-ECC-16631-01. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

NOTEPAD:

HOLDER CODE **OAKLAND**
INSURED'S NAME **Sensible Environmental**

SENSI-1
OP ID: MP

PAGE 2

Date **09/10/2014**

The policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancelation or reduction. Date of cancelation or reduction shall not be less than thirty(30) days after date of mailing notice.



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 7/15/2014 attaches to and forms a part of Policy Number FEI-ECC-16631-01. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name	Whittier ES Expansion-New Construction	Site	163
--------------	--	------	-----

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Information

Contractor Name	Sensible Environmental Solutions	Agency's Contact	Robert Sutton			
OUSD Vendor ID #	V058814	Title	Project Manager			
Street Address	155 Filbert Street	City	Oakland	State	CA	Zip 94607
Telephone	510-835-9737	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 #	13126					

Term

Date Work Will Begin	10-22-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2017
----------------------	------------	---	------------

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$98,900.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
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
9350	Measure J	1639905820	6171	\$98,900.00

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.	Director, Facilities Planning and Management				
	Signature	Date Approved	7/12/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	9/17/14		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	9/18/14		
	Chief Operations Officer				
4.	Signature	Date Approved	9/26/14		
	President, Board of Education				
5.	Signature	Date Approved			



Ln 4, P310

DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Whittier Elementary School – New Construction	Site	163
---------------------	---	-------------	-----

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Information

Contractor Name	Sensible Environmental Solutions	Agency's Contact	Bob Sutton		
OUSD Vendor ID #	V058814	Title	Project Manager		
Street Address	115 Filbert Street	City	Oakland	State	CA
Telephone	510-835-9737	Policy Expires	7-15-2017		
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 #	13126				

Term

Date Work Will Begin	10/22/2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	12/31/2017
-----------------------------	------------	--	------------

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$80,768.15
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$179,668.15
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
9450	Fund 21, Measure J	1639905825	6170	\$80,768.15

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.	Director, Facilities Planning and Management				
	Signature	Date Approved	3/27/17		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	3/28/17		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			