

Board Office Use: Legislative File Info.	
File ID Number	11-2891
Committee	Facilities
Introduction Date	11-8-2011
Enactment Number	11-2425
Enactment Date	11-16-11 82



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Training Students

## Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent  
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date November 16, 2011

Subject Amendment No. 2, Professional Services Facilities Contract - Sensible Environmental Solutions- Lowell Middle School Modernization Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with Sensible Environmental Solutions for Hazmet Abatement Services on behalf of the District at Lowell Middle School Modernization, in an amount not-to exceed \$75,000.00 increasing previous contract amount from \$109,982.25 to a not to exceed amount of \$184,982.25. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** An estimated 60 additional monitoring shifts. The number of monitoring shifts budgeted at the time of design was 55 monitoring shifts. Due to the increase in hazardous material abatement scope during the design phase, the contract documents allotted 95 monitoring shifts to the contractor to complete all base bid work resulting in a difference of 40 shifts. There have also been a number of change orders related items due to design and/or field conditions resulting in an estimated 20 additional shifts. The estimated number of monitoring shifts required to complete the project is 115, or 60 monitoring shifts in total. SES provided chemical packing services to secure and dispose of chemicals left behind Building E. Additional laboratory analysis and increase turnaround times.

**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



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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 planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with Sensible Environmental Solutions for Hazmet Abatement Services on behalf of the District at Lowell Middle School Modernization, in an amount not-to exceed \$75,000.00 increasing previous contract amount from \$109,982.25 to a not to exceed amount of \$184,982.25. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

The funding sources for this project are Resource Codes: 9299, 9399 and 9499.

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

**2049901811-6170**



## AMENDMENT NO. 2 TO PROFESSIONAL SERVICES 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 **June 10, 2010**, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
	<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>  The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional investigation, design and development of a second design package to encompass design changes/modifications.</u>	
2. <b>Terms</b> (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> .
	<b>If term is changed:</b> The contract term is extended by an _____	
3. <b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
	<b>If the compensation is changed:</b> The contract price is amended by  <input checked="" type="checkbox"/> <b>Increase of \$75,000.00 to original contract amount</b> <input type="checkbox"/> Decrease of \$ _____ to original contract amount  and the new contract total is <b>One hundred eighty-four thousand, nine hundred eighty-two dollars and twenty-five cents (\$184,982.25)</b>	

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

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


No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6-24-2010	The scope of the project is to provide additional hazardous materials abatement design services to support the Lowell Modernization. Including but not limited to: pre-design inspection, development of documents, bidding services, pre-construction submittal review, inspection and abatement monitoring and project close-out.	\$99,591.25

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**


  
 Jody London, President, Board of Education      Date: 11/17/11

  
 Contractor Signature      Date: 10/14/11

  
 Edgar Rakestraw, Jr., Secretary Board of Education      Date: 11/17/11

1331 STREET, CA 94601  
 Robert Sutton, President  
 Print Name; Title

  
 Timothy White, Assistant Superintendent Facilities, Planning and Management      Date: 11-16-11

File ID Number: 11-2891  
 Introduction Date: 11-8-11  
 Enactment Number: 11-2925  
 Enactment Date: 11-16-11  
 By: 

17 OCT 17 P 12:40  
 PLANNING DEPARTMENT

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement.

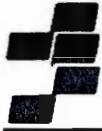
**SCOPE OF WORK**

**Contractor Name: Sensible Environmental Solutions**

Billing Rate: **Seventy-five thousand dollars and no cents (\$75,000.00)**

**Description of Services to be Provided**

- 1. Goals or Objectives**  
Investigation of hazmat materials
  - 2. Description of Services to be Provided**  
The scope of the project is to provide additional investigation, design and development of a second design package to encompass design changes/modifications.
  - 3. Deliverables**  
Additional monitoring report.
-



August 12, 2011

Ms. Kenya Chatman  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
Email: [Kenya.Chatman@ouisd.k12.ca.us](mailto:Kenya.Chatman@ouisd.k12.ca.us)

**Subject: Lowell Middle School Modernization and Health Clinic Projects – Contract Modification Request No. 1 to OUSD PSC – 06/10/10 (SES No. 10-021)**

Dear Ms. Chatman,

Sensible Environmental Solutions Inc. (SES) is presenting the following proposed contract modification request for the Lowell Middle School Modernization and Health Clinic Projects.

#### **PROPOSED CONTRACT MODIFICATION**

The purpose of the modification request is to increase the contract budget to account for additional design, monitoring and construction support services including the following:

- Additional investigation, design and development of a second design package to encompass design changes / modifications.
- An estimated 60 additional monitoring shifts. The number of monitoring shifts budgeted at the time of design was 55 monitoring shifts. Due to the increase in the hazardous material abatement scope during the design phase, the contract documents allotted 95 monitoring shifts to the contractor to complete all base bid work resulting in a difference of 40 shifts. There have also been a number of change order related items due to design and/or field conditions resulting in an estimated 20 additional shifts. The estimated number of monitoring shifts required to complete the project is 115, or 60 additional monitoring shifts in total.
- SES provided chemical packing services to secure and dispose of chemicals left behind at Building E.
- Additional laboratory analysis and increased turnaround times.

SES is requesting a Contract Modification in the amount of **\$75,000**. Based on information available at the time of this proposal, this additional budget should be sufficient to support the project through final completion. Should you have any questions or require any additional information please give me a call at (925) 689-9737.

Sincerely,

SENSIBLE ENVIRONMENTAL SOLUTIONS INC.

Robert C. Sutton, CAC, CDPH  
Manager, Environmental Services





## DESCRIPTIONS (Continued from Page 1)

Insurance is Primary Non-Contributory

Waiver of Subrogation applies to Worker's Compensation coverage per policy form wording.

**AUTOMATIC ADDITIONAL INSURED –  
OWNERS, LESSEES OR CONTRACTORS**

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This endorsement, effective 07/15/2011 attaches to and forms a part of Policy Number **ECC10100189803**. 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.



## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Lowell Middle School Modernization	Site	Lowell Middle School
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	7-15-2012
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 #	06004		

Term			
Date Work Will Begin	6-10-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-24-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 184,982.25
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 75,000.00
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond - Measure B	2049901511	6170	\$75,000.00
				\$

Approval and Routing (In order of approval steps)					
<small>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.</small>					
	Division Head	Charles Love	Phone	510-535-7081	Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	10-17-11	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	10-18-11	
3.	Assistant Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		


Board Office Use: Legislative File Info.	
File ID Number	10-1565
Committee	Facilities
Introduction Date	6-15-2010
Enactment Number	10-1291
Enactment Date	6-23-10/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To** Board of Education

**From** Tony Smith, Ed.D., Superintendent  
  
 Timothy White, Assistant Superintendent, Facilities Planning and Management

**Board Meeting Date** June 23, 2010

**Subject** Amendment No. 1 - Sensible Environmental Solutions - Lowell Middle School Modernization Project

**Action Requested** Approval by Board of Education of Amendment No. 1 with Sensible Environmental Solutions for Additional Haz-Met Services on behalf of the District for the Lowell Middle School Modernization Project, increasing the contract by a not to exceed amount of \$99,591.25.00, increasing previous contract amount from \$10,391.00 to a not to exceed amount of \$109,982.25 and revising the end date from June 24, 2010 to September 1, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** There are asbestos in a number of places on the site which needs strict monitoring by a certified hazardous materials company.

**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 planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by Board of Education of Amendment No. 1 with Sensible Environmental Solutions for Additional Haz-Met Services on behalf of the District for the Lowell Middle School Modernization Project, increasing the contract by a not to exceed amount of \$99,591.25.00, increasing previous contract amount from \$10,391.00 to a not to exceed amount of \$109,982.25 and revising the end date from June 24, 2010 to September 1, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

The funding source for this project is General Obligation Bond-Measure B.

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

2049901811-6265



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Sensible Environmental Solutions** (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on June 10, 2010, and the parties agree to amend that Agreement as follows:

1. **Services:**       The scope of work is unchanged.       The scope of work has changed.  
**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. Attach revised scope of work.  
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional hazardous materials abatement design services to support the Lowell Modernization. Including but not limited to: pre-design inspection, development of documents, bidding services, pre-construction submittal review, inspection and abatement monitoring and project close-out.

2. **Terms (duration):**       The term of the contract is unchanged.       The term of the contract has changed.  
**If term is changed:** The contract term is extended by an additional **Twenty-one months** (days/weeks/months), and the amended expiration date is **September 1, 2012**.

3. **Compensation:**       The contract price is unchanged.       The contract price has changed.  
**If the compensation is changed:** The contract price is amended by  
      Increase of **\$99,591.25** to original contract amount  
      Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is **One hundred nine thousand, nine hundred eighty-two dollars and twenty-five cents (\$109,982.25)**

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.

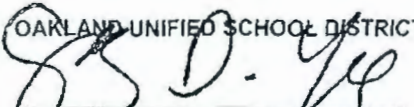
5. **Amendment History:**

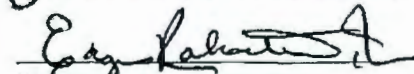
There are no previous amendments to this Agreement.       This contract has previously been amended as follows:

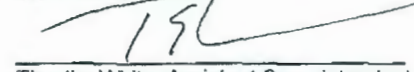
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

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

  
 Gary Yee, President, Board of Education

  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

  
 Timothy White, Assistant Superintendent  
 Facilities, Planning and Management

CONTRACTOR

  
 Contractor Signature      Date 5-20-10

Mitchell Edwards, Principal  
 Print Name, Title

File ID Number: 10-1565  
 Introduction Date: 6-15-10  
 Enactment Number: 10-1291  
 Enactment Date: 6-23-10  
 By: ME



May 10, 2010

Ms. Kenya Chatman  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
Email: [Kenya.Chatman@ousd.k12.ca.us](mailto:Kenya.Chatman@ousd.k12.ca.us)

**SUBJECT: Proposal for Providing Hazardous Materials Abatement Design and Monitoring Services to Support the Lowell Middle School Modernization Project, Oakland, CA (SES No. 10-021)**

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 Project Drawings dated April 2, 2010 prepared by Loving & Campos Architects, review of existing hazardous materials site information and estimated hazmat abatement schedule.

#### 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 modernization 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 120 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 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/cm<sup>2</sup>). 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.



Ms. Kenya Chatman  
Proposal for Hazardous Materials Design Services  
Lowell Middle School Modernization Project  
SES No. 10-021  
May 10, 2010  
Page 2

PCB Ballasts and Fluorescent Light Tubes: SES will visually inspect a representative number of light fixtures to determine the presence of PCB light ballasts and fluorescent lamps.

### **Task 2 – Development of Hazardous Materials Abatement Documents**

Utilizing the information collected during the pre-design investigation phase, SES will prepare detailed hazardous materials abatement plans and specifications for the abatement of identified hazardous materials that will be impacted by the Modernization Project.

SES will prepare abatement specifications including:

1. Section 00335 – Existing Hazardous Materials Conditions;
2. Section 01011 – Summary of Hazardous Materials Work;
3. Section 02075 – PCB Ballasts, PCB Transformers and Universal Wastes;
4. Section 02080 – Asbestos Abatement; and
5. Section 02090 – Lead Impacted Construction and Abatement.

SES will utilize background drawings provided by Loving & Campos Architects to prepare the hazardous material abatement plans that will clearly present the hazardous materials abatement scope of work. Plans will be modified using computer aided design (CAD). SES anticipates the plan format to be as follows:

1. Sheet HZ1.0 – Title Sheet;
2. Sheet HZ1.1 – Building A&B Abatement Plans
3. Sheet HZ1.3 – Building C/D Abatement Plans
4. Sheet HZ1.5 – Building E 1<sup>st</sup> & 2<sup>nd</sup> Floor Abatement Plans
5. Sheet HZ1.7 – Building F 1<sup>st</sup> & 2<sup>nd</sup> Floor Abatement Plans
6. Sheet HZ1.9 - H First Floor Abatement Plan

SES will work closely with the project team to identify those hazardous materials which will be impacted by the project and the most practical compliance approach. SES will provide draft plans at the 90% completion stage of work for review and comment by the District and Loving & Campos Architects. SES has budgeted one meeting with the District's Project Team to discuss the 90% submittal documents. At completion of our meeting, SES will incorporate review comments and provide one set of Bid Documents for reproduction. Upon completion of the hazardous materials abatement plans and specifications, SES will provide a detailed hazardous materials abatement cost estimate for utilization for budgetary purposes.

### **Task 3 - Bidding Services**

SES will attend one pre-bid conference meeting to discuss and review the scope of work for the abatement project. SES will address contractor questions regarding the scope of work and prepare any necessary clarifications and/or addenda to clarify existing scope of work prior to the bid due date.



#### **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 55 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 ten (10) 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 12 sets of clearance air samples (60 total) to be analyzed by TEM 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 30 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.

#### **Proposed Assumptions:**

1. SES will be provided with keys and access codes to all areas of the facility.
2. OUSD or Architect will provide SES with As-built Architectural, Mechanical and Plumbing drawings.
3. Architect will provide SES with electronic baseline drawings in CAD and electronic PDF files.
4. OUSD or Architect will provide SES with hard copies of drawings at DSA submittal stage.

Ms. Kenya Chatman  
Proposal for Hazardous Materials Design Services  
Lowell Middle School Modernization Project  
SES No. 10-021  
May 10, 2010  
Page 4

### PROPOSED COSTS

Proposed costs for the services described herein will be performed on a time and materials basis, not to exceed **\$99,591.25**. Refer to the attached "Hazmat Design and Monitoring Services – Detailed Costs" for a detailed breakdown of proposed costs.

Your acceptance of this proposal can be indicated by issuance of a notice to proceed and a mutually acceptable contract. Should you have any questions, please contact Bob Sutton at (925) 689-9737.

Sincerely,

SENSIBLE ENVIRONMENTAL SOLUTIONS INC.

A handwritten signature in black ink, appearing to read "Robert C. Sutton", written in a cursive style.

Robert C. Sutton, CAC, CDPH  
Manager, Environmental Services

Attachment: Hazmat Design and Monitoring Services – Detail Costs

## Hazmat Design / Monitoring Services - Detail Costs

Project: Lowell Middle School - Modernization Project  
 Proposal Due Date: 5/7/2010

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 Modernization of Buildings A, B, C, D, E, F and H at Lowell Middle School. Services include hazmat investigation design, development of hazardous materials abatement documents, bidding services, pre-construction / submittal review, inspection and abatement monitoring and project closeout..

### Task 1: Hazardous Materials Pre-design Investigation

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Surveys, Data Analysis & Reporting	64	\$130.00	\$8,320.00
Field Technician	XRF Survey	40	\$130.00	\$5,200.00
Administrative Support	Clerical, Data Entry, etc.	10	\$45.00	\$450.00
Total Other Costs				\$13,970.00

Item	No. of Item	Fixed Unit Rate	Total
PLM Analysis (24 Turnaround Time (TAT))	120	\$21.00	\$2,520.00
PLM Point Count Analysis - 1,200 Point Count (3 to 5 Day TAT)	5	\$200.00	\$1,000.00
AAS Analysis for Lead Paint Chip (3 to 5 Day TAT)		\$19.00	\$0.00
XRF Rental (Daily Rate)	6	\$250.00	\$1,500.00
Office Consumables	14	\$5.00	\$570.00
Total Other Costs			\$5,590.00

### Task 2: Development of Hazardous Materials Abatement Documents

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Haz. Mat. Specs	48	\$130.00	\$6,240.00
Project Professional	Abatement Cost Estimates	4	\$110.00	\$440.00
Drafter	CAD, Drafting	18	\$75.00	\$1,350.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Office Consumables		72	\$5.00	\$360.00
				\$8,480.00



**Task 3: Bidding Services**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Addendum Prep. (N/A)	1	\$130.00	\$0.00
Project Professional	Attendance to 1 Pre-bid Walk	4	\$110.00	\$440.00
Administrative Support	Clerical, Data Entry, etc.	1	\$45.00	\$45.00
Office Consumables (Reproduction, Shipping, etc.)		5	\$5.00	\$25.00
<b>Total Labor Costs</b>				<b>\$510.00</b>

**Task 4: Pre-Construction / Submittal Review**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Project Professional	Submittal Review	16	\$110.00	\$1,760.00
Project Professional	Pre - Construction Meeting (1)	4	\$110.00	\$440.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Office Consumables		22	\$5.00	\$110.00
<b>Subtotal</b>				<b>\$2,400.00</b>

**Task 5: Inspection & Abatement Monitoring**

Labor Category	Description of Work	No. of Hours / Shifts	Hourly Rate per SOQ	Total
Senior Project Professional	Project Review and Management	13.75	\$130.00	\$1,787.50
Project Professional	Project Meetings (4)	16	\$110.00	\$1,760.00
Project Professional	Site Coordination and Project Review, Quality Assurance and Day-to-Day Project Management	55	\$110.00	\$6,050.00
Administrative Support	Clerical, Data Entry, etc.	27.5	\$45.00	\$1,237.50
Field Technician - Regular	8-Hour	55	\$817.00	\$44,935.00
<b>Total Labor Costs</b>				<b>\$55,770.00</b>

Item		No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour	Clearance Samples	50	\$17.00	\$850.00
TEM (AHERA) - 24 hour	Clearance Samples	60	\$115.00	\$6,900.00
TEM (AHERA) - 24 hour	Reanalysis of PCM Samples	10	\$115.00	\$1,150.00
Lead (wipe/air) - 24 hour	Post Clean-up Samples	30	\$30.00	\$900.00
NVA Analysis - 24 hour			\$95.00	\$0.00
Office Consumables		12.25	\$5.00	\$561.25
<b>Total Other Costs</b>				<b>\$10,361.25</b>

**Task 6: Project Closeout**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Q/A	2	\$130.00	\$260.00
Project Professional	Report Preparation	16	\$110.00	\$1,760.00
Administrative Support	Clerical, Data Entry, etc.	8	\$45.00	\$360.00
Office Consumables		26	\$5.00	\$130.00
<b>Total Other Costs</b>				<b>\$2,510.00</b>

**TOTAL: Tasks 1-6** **\$99,591.25**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/16/2010

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).

<b>PRODUCER</b> Frenkel & Co., Inc. 725 South Figueroa, Suite #2200 Los Angeles CA 90017	<b>CONTACT NAME:</b> Angela Kechichian <b>PHONE (A/C, No, Ext):</b> 213-787-1100 Ext. 127 <b>E-MAIL ADDRESS:</b> akechichian@frenkel.com <b>PRODUCER CUSTOMER ID #:</b>		<b>FAX (A/C, No):</b> 213-787-1164													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State Compensation Ins Fund</td> <td></td> </tr> <tr> <td>INSURER B: Endurance American Specialty Insura</td> <td></td> </tr> <tr> <td>INSURER C: TRAVELERS IND CO</td> <td>25658</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: State Compensation Ins Fund		INSURER B: Endurance American Specialty Insura		INSURER C: TRAVELERS IND CO	25658	INSURER D:		INSURER E:		INSURER F:
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INSURER F:																
<b>INSURED</b> Sensible Environmental Solutions, Inc.; Sensible Construction Solutions Inc. 1116 Willow Pass Court Concord CA 94520																

**COVERAGES**

CERTIFICATE NUMBER: 2135735551

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr. Poll. Liab. <input type="checkbox"/> Occurrence Form GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	ECC101001898-01	7/15/2009	7/15/2010	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 - COM/OP AGG	\$3,000,000
								\$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-7736N99A	7/15/2009	7/15/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	541-542-2009	2/21/2010	2/21/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	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
B	<b>Professional Liability</b> Claims Made Form			ECC101001898-01	7/15/2009	7/15/2010	Each Claim	\$2,000,000
							General Aggregate	\$3,000,000

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

Oakland United School District, its Directors, Officers, Employees, Agents and Representatives are added as Additional Insureds to the General & Auto Liability but only as respects all covered operations of the Named Insured. Insurance is Primary Non-Contributory with respects to the General Liability. Waiver of See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District/ Department of Facilities Planning and Management Attn: Timothy E. White, Assistant Superintendent 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 

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Frenkel & Co., Inc.		NAMED INSURED Sensible Environmental Solutions, Inc.; Sensible Construction Solutions Inc. 1116 Willow Pass Court Concord CA 94520	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Subrogation applies with respects to the Workers' Compensaion Insurance.  
\*30 Day Notice of Cancellation Applies\*



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

## Automatic Additional Insured – Owners, Lessees or Contractors

---

This endorsement, effective 7/15/2009 attaches to and forms a part of Policy Number ECC101001898-01. 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 7/15/2009 attaches to and forms a part of Policy Number  
ECC101001898-01. 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.





Sensible Environmental Solutions, Inc; Sensible Construction  
Solutions, Inc.  
Endorsement Number: 6

## Automatic Waiver of Subrogation Endorsement

---

This endorsement, effective 7/15/2009 attaches to and forms a part of Policy Number ECC101001898-01. 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.

Policy Number: BA7736N99A

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.





HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION

541-09 000542  
RENEWAL  
NB

PAGE 1 OF 1

EFFECTIVE MARCH 19, 2010 AT 12.01 A.M.  
AND EXPIRING FEBRUARY 21, 2011 AT 12.01 A.M.

SENSIBLE ENVIRONMENTAL SOLTNS, INC

1116 WILLOW PASS CT  
CONCORD, CA 94520

Received

MAR 21 2010

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

OAKLAND UNIFIED SCHOOL DISTRICT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

SENSIBLE ENVIRONMENTAL SOLTNS, INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 23, 2010

2570

*James Neary*  
AUTHORIZED REPRESENTATIVE

*Janet Frank*  
PRESIDENT





# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Lowell Middle School Modernization	Site	Lowell Middle School
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, Suite 101	City	Oakland State CA Zip 94607
Telephone	510-835-9737	Policy Expires	7-15-2010
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No
OUSD Project #			

Term			
Date Work Will Begin	6-24-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-1-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$109,982.25
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 99,591.25
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2049901811	6265	\$99,591.25
				\$

Approval and Routing (in order of approval steps)				
<small>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.</small>				
	Division Head	Charles Love	Phone	510-879-8389 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager		Signature	Date Approved <i>5-27-10</i>
2.	General Counsel, Department of Facilities Planning and Management		Signature	Date Approved <i>6-1-10</i>
3.	Assistant Superintendent, Facilities Planning and Management		Signature	Date Approved
4.	President, Board of Education		Signature	Date Approved

Board Office Use: Legislative File Info.	
File ID Number	10-1197
Committee	Facilities
Introduction Date	6-2-10
Enactment Number	10-1005
Enactment Date	6-9-10 BJ



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To** Board of Education

**From** Tony Smith, Ed.D., Superintendent   
Timothy White, Assistant Superintendent, Facilities Planning and Management

**Board Meeting Date** June 9, 2010

**Subject** Professional Services Contract - Sensible Environmental Solutions - Lowell Middle School Modernization Project

**Action Requested** Approval by the Board of Education of a Professional Services Agreement with Sensible Environmental Solutions for Haz-met Services on behalf of the District at Lowell Middle School Modernization project, in an amount not-to exceed \$10,391.00. The term of this Agreement shall commence on June 10, 2010 and shall conclude no later than December 1, 2010.

**Background** Interim housing is needed for modernization at this site.

**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 planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that



we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of a Professional Services Agreement with Sensible Environmental Solutions for Haz-met Services on behalf of the District at Lowell Middle School Modernization project, in an amount not-to exceed \$10,391.00. The term of this Agreement shall commence on June 10, 2010 and shall conclude no later than December 1, 2010.

**Fiscal Impact**

The funding source for this project is General Obligation Bond-Measure B.

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

2049901810-6170





**OAKLAND UNIFIED  
SCHOOL DISTRICT**

**PROFESSIONAL SERVICES FACILITIES CONTRACT**

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

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on June 10, 2010. The work shall be completed no later than December 1, 2010.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Ten thousand, three hundred and ninety one dollars and no cents (\$10,391.00) This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD 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
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement *except:* NA
6. **CONTRACTOR Qualifications / Performance of Services.**
  - a. **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
  - b. **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
7. **Notices/Invoicing:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

<b>OUSD Representative:</b>	<b>CONTRACTOR:</b>
Name: <u>Timothy White</u>	Name: <u>Robert Sutton</u>
Site /Dept.: <u>Facilities Planning and Management</u>	Title: <u>Project Manager</u>
Address: <u>955 High Street</u> <u>Oakland, CA 947601</u>	Address: <u>155 Filbert Street, Suite 101</u> <u>Oakland, CA 94607</u>
Phone: <u>(510)879-3664</u>	Phone: <u>510-835-9737</u>

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

Professional Services Contract

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)
- For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
  - In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
  - Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
  - Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.

10. **Insurance:**

10.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

10.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

10.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.

10.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

10.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

10.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

10.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

10.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

10.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:



Timothy E. White, Assistant Superintendent  
Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601

10.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

10.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Certificates of insurance evidencing all coverages above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.

10.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses.

10.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

10.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
  - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
  - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
  - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the



Professional Services Contract

name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

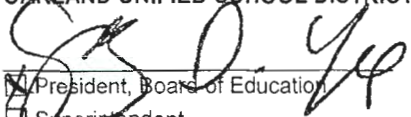
17. **Suspension of Work:** District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
18. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
19. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

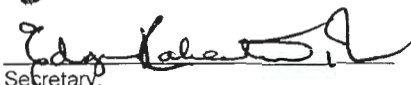
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **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.
26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
28. **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 given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

  
 President, Board of Education  
 Superintendent

Date 6/10/10


  
Secretary,  
Board of Education

Date 6/10/10

  
Assistant Superintendent,  
Department of Facilities Planning and Management

Date \_\_\_\_\_

CONTRACTOR

  
Contractor Signature  
Robert Sutton, President  
Print Name, Title

Date 5/12/10

EXHIBIT "A" Scope of Work

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is made part of this Agreement.

**SCOPE OF WORK**

**Contractor Name: Sensible Environmental Solutions**

Billing Rate: **Ten thousand, three hundred and ninety one dollars and no cents (\$10,391.00)**

**Description of Services to be Provided**

The scope of the project is to provide hazardous materials abatement design services to support the Lowell Middle School Modernization, including hazardous materials pre-design inspection, development of haz-mat abatement documents, bidding services, pre-construction submittal review, inspection and abatement monitoring and project close-out.

The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.



Notice: This page includes two separate forms.

Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul style="list-style-type: none"> <li>✓ Complete Workers' Compensation Certification below</li> <li>✓ Attach proof of general liability and workers' compensation insurance</li> </ul>
Contractors with no employees	<ul style="list-style-type: none"> <li>✓ Complete Workers' Compensation Certification below</li> <li>✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below.</li> </ul>

**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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 its employees.

Check only one of the boxes below.

<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

CONTRACTOR Name: Sensible Environmental Solutions Inc.

Contractor Signature: [Signature] Date: 5/12/10

Print Name and Title: Robert Sutton, 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 OUSD prior to performing any Work under this Contract.)

**GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM**

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

1. Contract is for less than \$15,000
2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

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

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/16/2010

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).

<b>PRODUCER</b> Frenkel & Co., Inc. 725 South Figueroa, Suite #2200 Los Angeles CA 90017	<b>CONTACT NAME:</b> Angela Kechichian <b>PHONE (A/C, No, Ext):</b> 213-787-1100 Ext. 127 <b>FAX (A/C, No):</b> 213-787-1164 <b>E-MAIL ADDRESS:</b> akechichian@frenkel.com <b>PRODUCER CUSTOMER ID #:</b>														
<b>INSURED</b> Sensible Environmental Solutions, Inc.; Sensible Construction Solutions Inc. 1116 Willow Pass Court Concord CA 94520	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: State Compensation Ins Fund</td> <td></td> </tr> <tr> <td>INSURER B: Endurance American Specialty Insura</td> <td></td> </tr> <tr> <td>INSURER C: TRAVELERS IND CO</td> <td>25658</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Compensation Ins Fund		INSURER B: Endurance American Specialty Insura		INSURER C: TRAVELERS IND CO	25658	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 2135735551 **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr. Poll. Liab. <input type="checkbox"/> Occurrence Form GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y Y	ECC101001898-01	7/15/2009	7/15/2010	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 - COM/PROP AGG \$3,000,000 S
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		BA-7736N99X	7/15/2009	7/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S S S S
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		541-542-2009	2/21/2010	2/21/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
B	<b>Professional Liability</b> Claims Made Form		ECC101001898-01	7/15/2009	7/15/2010	Each Claim \$2,000,000 General Aggregate \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Oakland United School District, its Directors, Officers, Employees, Agents and Representatives are added as Additional Insureds to the General & Auto Liability but only as respects all covered operations of the Named Insured. Insurance is Primary Non-Contributory with respects to the General Liability. Waiver of See Attached...

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District/ Department of Facilities Planning and Management Attn: Timothy E. White, Assistant Superintendent 955 High Street Oakland CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Frenkel & Co., Inc.		NAMED INSURED Sensible Environmental Solutions, Inc.; Sensible Construction Solutions Inc. 1116 Willow Pass Court Concord CA 94520	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Subrogation applies with respects to the Workers' Compensaion Insurance.  
\*30 Day Notice of Cancellation Applies\*





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

## Automatic Additional Insured – Owners, Lessees or Contractors

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This endorsement, effective 7/15/2009 attaches to and forms a part of Policy Number ECC101001898-01. 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.



Sensible Environmental Solutions, Inc; Sensible Construction  
Solutions, Inc.  
Endorsement Number: 14

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

---

This endorsement, effective 7/15/2009 attaches to and forms a part of Policy Number  
ECC101001898-01. 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.



April 7, 2010

Ms. Kenya Chatman  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
Email: [Kenya.Chatman@ousd.k12.ca.us](mailto:Kenya.Chatman@ousd.k12.ca.us)

**SUBJECT: Proposal for Providing Hazardous Materials Abatement Design / Monitoring Services to Support the Lowell Middle School Interim Housing Project, Oakland, CA (SES No. 10-051)**

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 services to support the subject project. The scope of work and proposed costs are based on the Project Drawings dated March 19, 2010 prepared by Loving & Campos Architects and review of existing hazardous materials site information.

#### **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 modernization 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 15 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 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/cm<sup>2</sup>). 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.



Ms. Kenya Chatman  
Proposal for Hazardous Materials Design / Monitoring Services  
Lowell Middle School Interim Housing Project  
SES No. 10-051  
April 7, 2010  
Page 2

### **Task 2 – Development of Hazardous Materials Abatement Documents**

Utilizing the information collected during the pre-design investigation phase, SES will prepare detailed hazardous materials abatement specifications for the abatement of identified hazardous materials that will be impacted by the Modernization Project.

SES will prepare abatement specifications including:

1. Section 00335 – Existing Hazardous Materials Conditions;
2. Section 01011 – Summary of Hazardous Materials Work;
3. Section 02080 – Asbestos Abatement; and

SES will work closely with the project team to identify those hazardous materials which will be impacted by the project and the most practical compliance approach. SES will provide draft specifications at the 90% completion stage of work for review and comment by the District and Loving & Campos Architects. SES will incorporate review comments and provide one set of PDF Bid Documents for reproduction.

### **Task 3 - Bidding Services**

SES will attend one pre-bid conference meeting to discuss and review the scope of work for the abatement project. SES will address contractor questions regarding the scope of work and prepare any necessary clarifications and/or addenda to clarify existing scope of work prior to the bid due date.

### **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 three (3) 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 /or a California Department of Public Health (CDPH) Certified Project Monitor;
- Conducting pre-start visual inspections of the contractor's work areas, documenting the contractor's work procedures and collecting daily submittals;

## Hazmat Design / Monitoring Services

**Project:** Lowell Middle School - Interim Housing Project

**Proposal Due Date:** 4/7/2010

**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 Building G and installation of Interim Housing Units at Lowell Middle School. Services include hazmat investigation, design and monitoring.

### Task 1: Hazardous Materials Pre-design Investigation

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Surveys, Data Analysis & Reporting	10	\$130.00	\$1,300.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
<b>Total Other Costs</b>				<b>\$1,390.00</b>

item	No. of Item	Fixed Unit Rate	Total
PLM Analysis (24 Turnaround Time (TAT))	15	\$21.00	\$315.00
PLM Point Count Analysis - 1,200 Point Count (3 to 5 Day TAT)	0	\$200.00	\$0.00
AAS Analysis for Lead Paint Chip (3 to 5 Day TAT)		\$19.00	\$0.00
XRF Rental (Daily Rate)	1	\$250.00	\$250.00
Office Consumables	12	\$5.00	\$60.00
<b>Total Other Costs</b>			<b>\$625.00</b>

### Task 2: Development of Hazardous Materials Abatement Documents

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Haz. Mat. Specs	16	\$130.00	\$2,080.00
Project Professional	Abatement Cost Estimates		\$110.00	\$0.00
Drafter	CAD, Drafting		\$75.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Office Consumables		18	\$5.00	\$90.00
<b>Total</b>				<b>\$2,260.00</b>



**Task 3: Bidding Services**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Addendum Prep. (N/A)		\$130.00	\$0.00
Project Professional	Attendance to 2 Pre-bid Walks	4	\$110.00	\$440.00
Administrative Support	Clerical, Data Entry, etc.	1	\$45.00	\$45.00
Office Consumables (Reproduction, Shipping, etc.)		5	\$5.00	\$25.00
<b>Total Labor Costs</b>				<b>\$510.00</b>

**Task 4: Pre-Construction / Submittal Review**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Project Professional	Submittal Review	6	\$110.00	\$660.00
Project Professional	Pre - Construction Meeting (1)	4	\$110.00	\$440.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Office Consumables		12	\$5.00	\$60.00
<b>Subtotal</b>				<b>\$1,250.00</b>

**Task 5: Inspection & Abatement Monitoring**

Labor Category	Description of Work	No. of Hours / Shifts	Hourly Rate per SOQ	Total
Senior Project Professional	Project Review and Management	1	\$130.00	\$130.00
Project Professional	Project Meetings (1)	4	\$110.00	\$440.00
Project Professional	Site Coordination and Project Review, Quality Assurance and Day-to-Day Project Management	3	\$110.00	\$330.00
Administrative Support	Clerical, Data Entry, etc.	1.5	\$45.00	\$67.50
Field Technician - Regular	4-Hour		\$500.00	\$0.00
Field Technician - Regular	8-Hour	3	\$817.00	\$2,451.00
	10-Hour		\$1,052.00	\$0.00
	12-Hour		\$1,287.00	\$0.00
Field Technician - Premium	4-Hour		\$685.00	\$0.00
	8-Hour		\$1,155.00	\$0.00
	10-Hour		\$1,390.00	\$0.00
	12-Hour		\$1,625.00	\$0.00
<b>Total Labor Costs</b>				<b>\$3,288.50</b>

Item		No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour	Clearance Samples	10	\$17.00	\$170.00
TEM (AHERA) - 24 hour	Clearance Samples		\$115.00	\$0.00
TEM (AHERA) - 24 hour	Reanalysis of PCM Samples		\$115.00	\$0.00
Lead (wipe/air) - 24 hour	Post Clean-up Samples		\$30.00	\$0.00
NVA Analysis - 24 hour			\$95.00	\$0.00
Office Consumables		9.5	\$5.00	\$47.50
<b>Total Other Costs</b>				<b>\$217.50</b>



**Task 6: Project Closeout**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Q/A	2	\$130.00	\$260.00
Project Professional	Report Preparation	8	\$110.00	\$880.00
Administrative Support	Clerical, Data Entry, etc.	4	\$45.00	\$180.00
Office Consumables		14	\$5.00	\$70.00
<b>Total Other Costs</b>				<b>\$1,390.00</b>

<b>TOTAL: Task 1-6</b>	<b>\$10,931.00</b>
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Sensible Environmental Solutions, Inc; Sensible Construction  
Solutions, Inc.  
Endorsement Number: 6

## Automatic Waiver of Subrogation Endorsement

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This endorsement, effective 7/15/2009 attaches to and forms a part of Policy Number ECC101001898-01. 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.

Policy Number: BA7736N99A

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

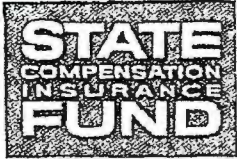
With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Section II - Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.





ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION

541-09 000542  
RENEWAL  
NB

PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

EFFECTIVE MARCH 19, 2010 AT 12.01 A.M.  
AND EXPIRING FEBRUARY 21, 2011 AT 12.01 A.M.

SENSIBLE ENVIRONMENTAL SOLTNS, INC

1116 WILLOW PASS CT  
CONCORD, CA 94520

*Received*  
*MAR 31 2010*

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

OAKLAND UNIFIED SCHOOL DISTRICT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

SENSIBLE ENVIRONMENTAL SOLTNS, INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 23, 2010

2570

*James Neary*  
AUTHORIZED REPRESENTATIVE

*Janet Frank*  
PRESIDENT



ENVIRONMENTAL SOLUTIONS WITH A SENSIBLE APPROACH

April 7, 2010

Ms. Kenya Chatman  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
Email: [Kenya.Chatman@ousd.K12.ca.us](mailto:Kenya.Chatman@ousd.K12.ca.us)

**SUBJECT: Proposal for Providing Hazardous Materials Abatement Design / Monitoring Services to Support the Lowell Middle School Interim Housing Project, Oakland, CA (SES No. 10-051)**

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 services to support the subject project. The scope of work and proposed costs are based on the Project Drawings dated March 19, 2010 prepared by Loving & Campos Architects and review of existing hazardous materials site information.

#### 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 modernization 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 15 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 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/cm<sup>2</sup>). 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.

Ms. Kenya Chatman  
Proposal for Hazardous Materials Design / Monitoring Services  
Lowell Middle School Interim Housing Project  
SES No. 10-051  
April 7, 2010  
Page 2

### **Task 2 – Development of Hazardous Materials Abatement Documents**

Utilizing the information collected during the pre-design investigation phase, SES will prepare detailed hazardous materials abatement specifications for the abatement of identified hazardous materials that will be impacted by the Modernization Project.

SES will prepare abatement specifications including:

1. Section 00335 – Existing Hazardous Materials Conditions;
2. Section 01011 – Summary of Hazardous Materials Work;
3. Section 02080 – Asbestos Abatement; and

SES will work closely with the project team to identify those hazardous materials which will be impacted by the project and the most practical compliance approach. SES will provide draft specifications at the 90% completion stage of work for review and comment by the District and Loving & Campos Architects. SES will incorporate review comments and provide one set of PDF Bid Documents for reproduction.

### **Task 3 - Bidding Services**

SES will attend one pre-bid conference meeting to discuss and review the scope of work for the abatement project. SES will address contractor questions regarding the scope of work and prepare any necessary clarifications and/or addenda to clarify existing scope of work prior to the bid due date.

### **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 three (3) 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 /or a California Department of Public Health (CDPH) Certified Project Monitor;
- Conducting pre-start visual inspections of the contractor's work areas, documenting the contractor's work procedures and collecting daily submittals;



## Hazmat Design / Monitoring Services

**Project:** Lowell Middle School - Interim Housing Project

**Proposal Due Date:** 4/7/2010

**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 Building G and installation of Interim Housing Units at Lowell Middle School. Services include hazmat investigation, design and monitoring.

### Task 1: Hazardous Materials Pre-design Investigation

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Surveys, Data Analysis & Reporting	10	\$130.00	\$1,300.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
<b>Total Other Costs</b>				<b>\$1,390.00</b>

Item	No. of item	Fixed Unit Rate	Total
PLM Analysis (24 Turnaround Time {TAT})	15	\$21.00	\$315.00
PLM Point Count Analysis - 1,200 Point Count (3 to 5 Day TAT)	0	\$200.00	\$0.00
AAS Analysis for Lead Paint Chip (3 to 5 Day TAT)		\$19.00	\$0.00
XRF Rental (Daily Rate)	1	\$250.00	\$250.00
Office Consumables	12	\$5.00	\$60.00
<b>Total Other Costs</b>			<b>\$625.00</b>

### Task 2: Development of Hazardous Materials Abatement Documents

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Haz. Mat. Specs	16	\$130.00	\$2,080.00
Project Professional	Abatement Cost Estimates		\$110.00	\$0.00
Drafter	CAD, Drafting		\$75.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Office Consumables		18	\$5.00	\$90.00
<b>Total</b>				<b>\$2,260.00</b>



**Task 3: Bidding Services**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Addendum Prep. (N/A)		\$130.00	\$0.00
Project Professional	Attendance to 2 Pre-bid Walks	4	\$110.00	\$440.00
Administrative Support	Clerical, Data Entry, etc.	1	\$45.00	\$45.00
Office Consumables (Reproduction, Shipping, etc.)		5	\$5.00	\$25.00
<b>Total Labor Costs</b>				<b>\$510.00</b>

**Task 4: Pre-Construction / Submittal Review**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Project Professional	Submittal Review	6	\$110.00	\$660.00
Project Professional	Pre - Construction Meeting (1)	4	\$110.00	\$440.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Office Consumables		12	\$5.00	\$60.00
<b>Subtotal</b>				<b>\$1,250.00</b>

**Task 5: Inspection & Abatement Monitoring**

Labor Category	Description of Work	No. of Hours / Shifts	Hourly Rate per SOQ	Total
Senior Project Professional	Project Review and Management	1	\$130.00	\$130.00
Project Professional	Project Meetings (1)	4	\$110.00	\$440.00
Project Professional	Site Coordination and Project Review, Quality Assurance and Day-to-Day Project Management	3	\$110.00	\$330.00
Administrative Support	Clerical, Data Entry, etc.	1.5	\$45.00	\$67.50
Field Technician - Regular	4-Hour		\$500.00	\$0.00
Field Technician - Regular	8-Hour	3	\$817.00	\$2,451.00
	10-Hour		\$1,052.00	\$0.00
	12-Hour		\$1,287.00	\$0.00
Field Technician - Premium	4-Hour		\$685.00	\$0.00
	8-Hour		\$1,155.00	\$0.00
	10-Hour		\$1,390.00	\$0.00
	12-Hour		\$1,625.00	\$0.00
<b>Total Labor Costs</b>				<b>\$3,288.50</b>

Item	Description of Work	No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour	Clearance Samples	10	\$17.00	\$170.00
TEM (AHERA) - 24 hour	Clearance Samples		\$115.00	\$0.00
TEM (AHERA) - 24 hour	Reanalysis of PCM Samples		\$115.00	\$0.00
Lead (wipe/air) - 24 hour	Post Clean-up Samples		\$30.00	\$0.00
NVA Analysis - 24 hour			\$95.00	\$0.00
Office Consumables		9.5	\$5.00	\$47.50
<b>Total Other Costs</b>				<b>\$217.50</b>

**Task 6: Project Closeout**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Q/A	2	\$130.00	\$260.00
Project Professional	Report Preparation	8	\$110.00	\$880.00
Administrative Support	Clerical, Data Entry, etc.	4	\$45.00	\$180.00
Office Consumables		14	\$5.00	\$70.00
Total Other Costs				\$1,390.00

<b>TOTAL: Task 1-6</b>	<b>\$10,931.00</b>
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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

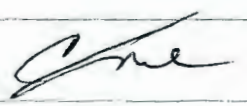
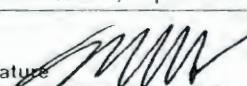
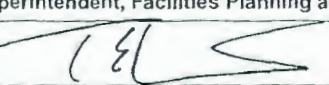
Project Information			
Project Name	Lowell Middle School Modernization	Site	Lowell Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, 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
OUUSD Vendor ID #	V058814	Title	Project Manager
Street Address	15t5 Filbert Street	City	Oakland State CA Zip 94607
Telephone	510835-9737	Policy Expires	7-15-2010
Contractor History	Previously been an OUUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUUSD Project #	06004		

Term			
Date Work Will Begin	6-10-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-1-2010

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$10,391.00
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 #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2049901810	6770	\$10,391.00
				\$

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	Charles Love	Phone	510-879-8389	Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	5-17-10	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	5-18-10	
3.	Assistant Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		