

Board Office Use: Legislative File Info.	
File ID Number	12-2375
Committee	Facilities
Introduction Date	9-12-2012
Enactment Number	12-2435
Enactment Date	9/12/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date September 12, 2012

Subject Amendment No. 1, Independent Consultant Agreement for Professional Services - Sensible Environmental Solutions- Claremont HVAC Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services with Sensible Environmental Solutions for Hazmat Services on behalf of the District at Claremont HVAC Replacement Project, in an amount not-to exceed \$21,714.00 increasing previous contract amount from \$15,795.00 to a not to exceed amount of \$37,509.00 and revising the end date from March 10, 2011 through December 31, 2011 to September 5, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Services provided with rain damages clearance for the Claremont HVAC replacement for Building A, B and C.

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 Amendment No. 1, Independent Consultant Agreement for Professional Services with Sensible Environmental Solutions for Hazmat Services on behalf of the District at Claremont HVAC Replacement Project, in an amount not-to exceed \$21,714.00 increasing previous contract amount from \$15,795.00 to a not to exceed amount of \$37,509.00 and revising the end date from March 10, 2011 through December 31, 2011 to September 5, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Deferred Maintenance

Attachments

- Independent Contractors Agreement including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Sensible Environmental Solutions. OUSD entered into an Agreement with CONTRACTOR for services on March 10, 2011, 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 has changed to add hazardous materials pre-design inspection, development of HazMat documents, for abatement monitoring and project close out related to the rain damages cleanup.

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 Nine months, and the amended expiration date is September 5, 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 \$21,714.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is Thirty-seven thousand, five hundred and nine dollars (\$37,509.00).

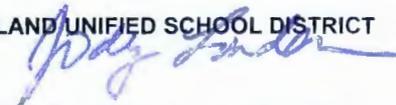
4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

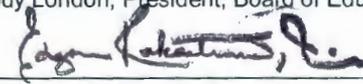
5. **Amendment History:**
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

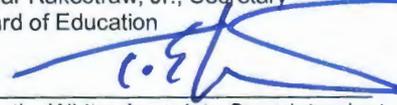
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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


 Jody London, President, Board of Education Date 9/13/12


 Edgar Rakestraw, Jr., Secretary Board of Education Date 9/13/12


 Timothy White, Associate Superintendent Facilities, Planning and Management Date 8/29/12

CONTRACTOR


 Contractor Signature Date 7/27/12

Robert Sutton, President
 Print Name, Title



EXHIBIT "A" Scope of Work

Contractor Name: Sensible Environmental Solutions

Billing Rate: Twenty-one thousand, seven hundred and fourteen dollars and no cents (\$21,714.00)

1. Description of Services to be Provided

Services provided with rain damages clearance for the Claremont HVAC replacement for Buildings A, B and C.

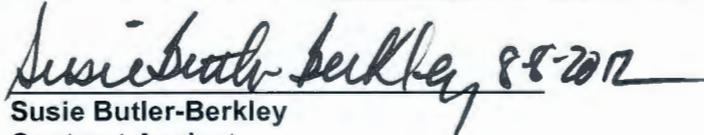
2. Specific Outcomes:

To provide a clean, safe place for students and staff.

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

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

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do


Susie Butler-Berkley
Contract Analyst



CONSULTANT INVOICE AND STATUS REPORT

(Invoice and attachments must be submitted in duplicate)

Consultant's Name: Sensible Environmental Solutions Inc.		Date: September 19, 2011	
Address: 1116 Willow Pass Court, Concord		State: CA	Zip Code: 94520
1. TO: Oakland Unified School District DIVISION OF FACILITIES, PLANNING & MANAGEMENT Attn: Project Manager: <u>Calvin Ransom</u> 955 High Street Oakland, CA 94601		2. REGARDING: Project Title: Claremont Middle School Mechanical/HVAC Agreement Number: Professional Service Contract Dated: 3/10/11 School: Claremont Middle School Site No.: Project No. <u>07055</u> <u>07056 OK</u> DCA No.: 07055 <i>RESTOR. Proj.</i>	
3. Invoice No.: 10-068-5B		Period Starting: 7/01/11	
		Ending: 8/31/11	
4. BASIC FEE: Payment requested (Attach itemized charges for consultant and sub-consultants listing names, hours worked, hourly rate and total per person)			
Original Contract Agreement:		\$ 15,793.00	
Amendments:		\$ 21,714.00 <i>→ SHOULD BE NEW CONTRACT</i>	
Current Contract Amount:		\$ 37,509.00	
a) Total previously billed-basic fee		\$ 12,897.50	
b) This Basic Fee Billing		\$ 21,714.00 <i>SETUP WRONG</i>	
c) Basic Fee Billed to Date (Includes this Billing)		\$ 34,611.50	
d) Basic Fee Remaining		\$ 2,897.50 <i>07055 OR 07056</i>	
5. REIMBURSABLE EXPENSES:			
Payment Requested (Attach copies of all billings)		\$ 0.00	
6. TOTAL PAYMENT REQUESTED: (4b plus 5)		\$ 21,714.00	
7. PROJECT STATUS:			
Name of person preparing report:		Robert Sutton	
Percent of actual project agreement completed:		92 %	
8. SUBMITTED BY: Consultant		Sensible Environmental Solutions Inc.	
Name of person preparing report:		Christa Johnson	
Approved By: <u>Robert Sutton</u>		9/19/11	
Name (Print/Type)		Signature	
		Date	
9. APPROVAL: Facilities Planning & Management Dept. OUSD		Charge to Department: _____ Date _____ Backcharge to Funding Source: _____ Date _____	
Project Manager: _____			
Date			



1116 Willow Pass Court
Concord, CA 94520

Invoice

DATE	INVOICE NO.
9/19/2011	10-068-5B

*SUBMITTED
9.19.11*

BILL TO

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Calvin Ransom

DISTRICT PRJ. NO.	CONTRACT NO.	PROJECT SITE	BILLING PERIOD	TERMS	
07056 (07055)	PSC03-10-11 Mod. 1	10-068 - Claremont HVAC	07/01/11 - 08/31/11	Net 30	
DESCRIPTION			QTY	RATE	AMOUNT
Field Technician			14	75.00	1,050.00
Field Technician (OT)			8	112.50	900.00
Clerical/Administrative			19.75	45.00	888.75
Senior Project Professional			14.5	130.00	1,885.00
Office Consumables, environmental consumables, survey consumables			56.25	5.00	281.25
4-Hour Monitoring Shift (Regular Shift) (7/13, 7/15, 7/21, 7/22, 8/4)			5	500.00	2,500.00
8-hour monitoring shift (Regular Shift) (7/14, 7/19, 8/1, 8/3)			4	817.00	3,268.00
12-hour Monitoring Shift (Regular Shift) (7/18, 7/20)			2	1,287.00	2,574.00
12-hour Monitoring Shift (Premium Shift) (7/16)			1	1,625.00	1,625.00
Polarized Light Microscopy (3-5 Day)			1	17.00	17.00
Transmission Electron Microscopy (24hr - 48hr)			35	115.00	4,025.00
Transmission Electron Microscopy (24hr - 48hr) **Reanalysis of Failed PCM -157779**			2	115.00	230.00
Non-culturable Mold Air Samples (24hr)			26	95.00	2,470.00
CLAREMONT MIDDLE SCHOOL CHARGES ASSOCIATED WITH RESPONSE TO BUILDING "A" WATER LEAK PER CONTRACT MODIFICATION REQUEST NO. 1 DATED SEPT. 19, 2011, IN THE AMOUNT OF \$21,714.00 - Monitoring Services (Final Bill for Water Response Services)					
Thank you for your business.			Invoice Total		\$21,714.00

PROJECT NAME CLAREMONT HVAC
 PROJECT NO. 07056
 RES NO./BD. ACTION DATE _____
 CO. _____ OVER/UNDER 10% _____
 PM AUTHORIZATION [Signature]
 AMT. TO BE PAID \$ 21,714.00
 SENT TO FAC B & C OTH. # 5.2.12

Agreed Upon Contract Amount	37,509.00
Amount Billed to Date	34,611.50
Balance Remaining in Contract	2,897.50
Percent Complete	92%
Balance Due	\$21,714.00

RESUBMIT. FROM 9.19.12 (RB)

May 16, 2012

Mr. William Newby
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
Email: William.Newby@ousd.k12.ca.us

SUBJECT: Proposal for Providing Hazardous Materials Abatement Design Services to Support the Sobrante Park Elementary School Landscape Improvement Project (Rev1), Oakland, CA (SES No. 12-023)

Dear Mr. Newby:

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 our site visit on February 20, 2012.

SUMMARY OF SCOPE

Task 1 – Hazardous Materials Pre-design Inspection

SES will visit the site and collect bulk material samples of asphalt paving at the play yard in conjunction with planned coring operations. SES will review the sample results and project drawings to identify the extent of impacts to identified asbestos-containing materials.

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 (Exterior);
2. Section 01011 – Summary of Hazardous Materials Work; and
3. Section 02080 – Asbestos Abatement.

SES will work closely with the project team to identify the hazardous materials impacted by the project and most practical compliance approach. SES will provide draft specifications at the 90% completion stage of work for review and comment by the District and the District's Architect. SES will incorporate review comments and provide one set of 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 7 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) 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;
- Conducting final visual clearance inspections for asbestos at completion of abatement operations.

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 COSTS

Proposed costs for the services described herein will be performed on a time and materials basis, not to exceed **\$11,963.00**. Refer to the attached "Hazmat Design and Monitoring Services – Detailed Costs" for a detailed breakdown of proposed costs.

Mr. William Newby
Proposal for Hazardous Materials Design Services (Rev1)
Sobrante Park Elementary School Landscape Improvement Project
SES No. 12-023
May 16, 2012
Page 3

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 Services – Detail Costs

Hazmat Design Services - Detail Costs

Project: Sobrante Park Elementary School -Landscape Improvements

Proposal Due Date: 5/16/2012 (Rev1)

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 Landscape Improvement Project at Sobrante Park Elementary School. Services include hazmat investigation design, development of hazardous materials abatement documents and bidding services,

Task 1: Hazardous Materials Pre-design Investigation

Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Surveys, Data Analysis & Reporting	2	\$130.00	\$260.00
Administrative Support	Clerical, Data Entry, etc.	1	\$45.00	\$45.00
Total Other Costs				\$305.00

Other Costs

Item	No. of Item	Fixed Unit Rate	Total
PLM Analysis (24 Turnaround Time (TAT))	4	\$21.00	\$84.00
PLM Point Count Analysis - 1,200 Point Count (3 to 5 Day TAT)		\$200.00	\$0.00
AAS Analysis for Lead Paint Chip (3 to 5 Day TAT)		\$19.00	\$0.00
XRF Rental (Daily Rate)		\$250.00	\$0.00
Office Consumables	3	\$5.00	\$15.00
Total Other Costs			\$99.00

TOTAL TASK 1

\$404.00

Task 2: Development of Hazardous Materials Abatement Documents

Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Haz. Mat. Plans & Specs	8	\$130.00	\$1,040.00
Drafter	CAD, Drafting		\$75.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	1	\$45.00	\$45.00
Office Consumables		9	\$5.00	\$45.00
				\$1,130.00

TOTAL TASK 2

\$1,130.00

Task 3: Bidding Services				
Labor				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Attendance to 1 Pre-bid Walk	4	\$130.00	\$520.00
Office Consumables (Reproduction, Shipping, etc.)		4	\$5.00	\$20.00
Total Labor Costs				\$540.00
TOTAL TASK 3				\$540.00

Task 4: Pre-Construction / Submittal Review				
Labor				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Submittal Review	4	\$130.00	\$520.00
Senior Project Professional	Pre - Construction Meeting (1)	4	\$130.00	\$520.00
Administrative Support	Clerical, Data Entry, etc.	1	\$45.00	\$45.00
Office Consumables		9	\$5.00	\$45.00
Subtotal				\$1,130.00
TOTAL TASK 4				\$1,130.00

Task 5: Inspection & Abatement Monitoring				
Labor				
Labor Category	Description of Work	No. of Hours / Shifts	Hourly Rate per SOQ	Total
Senior Project Professional	Project Meetings (1)	4	\$130.00	\$520.00
Senior Project Professional	Site Coord. Project Review, Quality Assurance and Day-to-Day PM	7	\$130.00	\$910.00
Administrative Support	Clerical, Data Entry, etc.	3.5	\$45.00	\$157.50
Field Technician - Regular	8-Hour	7	\$817.00	\$5,719.00
Total Labor Costs				\$7,306.50
Other Costs				
Item		No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour	Esti.# of Clearance Samples		\$17.00	\$0.00
TEM (AHERA) - 24 hour	Est. # of Clearance Samples		\$115.00	\$0.00
TEM (AHERA) - 24 hour	Est. #.Reanalysis of elevated PCM		\$115.00	\$0.00
Lead (wipe/air) - 24 hour	Est.# of Clearance Samples		\$30.00	\$0.00
Office Consumeables		14.5	\$5.00	\$72.50
Total Other Costs				\$72.50
TOTAL TASK 5				\$7,379.00

Task 6: Project Closeout				
Labor				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Report Preparation / Review	4	\$130.00	\$520.00
Project Administrator	Report Preparation	8	\$75.00	\$600.00
Administrative Support	Clerical, Data Entry, etc.	4	\$45.00	\$180.00
Office Consumeables		16	\$5.00	\$80.00
Total Other Costs				\$1,380.00
TOTAL TASK 6				\$1,380.00

PROPOSAL TOTAL (Tasks 1 - 6)

\$11,963.00

Board Office Use: Legislative File Info.	
File ID Number	11-0380
Committee	Facilities
Introduction Date	3-1-2011
Enactment Number	11-0414
Enactment Date	3-9-11 JS



OAKLAND UNIFIED
SCHOOL DISTRICT

www.ousd.k12.ca.us

Memo

To Board of Education

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

Board Meeting Date March 9, 2011

Subject Professional Services Facilities Contract - Sensible Environmental Solutions -
Claremont HVAC Replacement Project

Action Requested Approval by the Board of Education of a Professional Services Agreement with Sensible Environmental Solutions for Haz Mat Services on behalf of the District at Claremont HVAC Replacement Project, in an amount not-to exceed \$15,795.00. The term of this Agreement shall commence on March 10, 2011 and shall conclude no later than December 1, 2011.

Background Claremont HVAC replacement for Buildings A, B and C.

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.



OAKLAND UNIFIED SCHOOL DISTRICT

Empowering Our Students To Learn & Succeed

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 Mat Services on behalf of the District at Claremont HVAC Replacement Project, in an amount not-to exceed \$15,795.00. The term of this Agreement shall commence on March 10, 2011 and shall conclude no later than December 1, 2011.

Fiscal Impact

The funding source for this project is Deferred Maintenance.

Attachments

- Professional Services Contract including scope of work

Key Code:

2019000804-6280



**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 3-10-2011. The work shall be completed no later than 12-1-2011.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifteen thousand, seven hundred ninety-five dollars and no cents (\$15,795.00). 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:

OUSD Representative:

Name: Timothy White
 Site /Dept.: Facilities Planning and Management
 Address: 955 High Street
Oakland, CA 947601
 Phone: (510)879-3664

CONTRACTOR:

Name: Robert Sutton, Sensible Environmental Solutions
 Title: Project Manager
 Address: 155 Filbert Street
Oakland, CA 94607
 Phone: 510-835-9737

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.

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
- a. 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.
 - b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 - c. 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.
 - d. *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. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: 

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

11. **Insurance:**

11.1 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:

11.1.1 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.

11.1.2 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.

11.1.3 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

Professional Services Contract

bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

11.1.4 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.

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

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

11.2.2 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.

11.3 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

11.4 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.

11.5 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.

11.6 Certificates of insurance evidencing all coverage's 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.

11.7 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.

11.8 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.

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

13. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

14. **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).

15. **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.

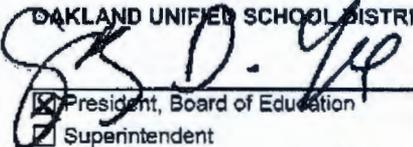
16. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
- any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend 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 ;
 - 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.
 - 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.
17. **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 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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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:
- Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
23. **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.
24. **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.
25. **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.

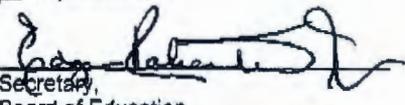
Professional Services Contract

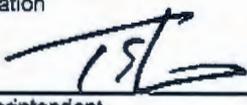
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. 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.

- 26. **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.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **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.
- 31. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

OAKLAND UNIFIED SCHOOL DISTRICT

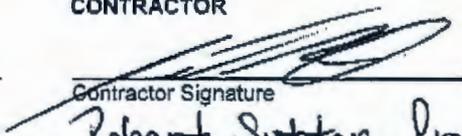

 President, Board of Education
 Superintendent


 Secretary,
 Board of Education


 Assistant Superintendent,
 Department of Facilities Planning and Management

3/10/11 Date
 3/10/11 Date
 _____ Date

CONTRACTOR


 Contractor Signature

2/7/11 Date

Robert Sutton, President
 Print Name, Title

Legislative File

File ID Number: 11-0380

Introduction: 3-1-11

Enactment Number: 11-0414

Enactment Date: 3-9-11 87

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: Fifteen thousand, seven hundred ninety-five dollars and no cents (\$15,795.00).

Description of Services to be Provided

The scope of the project is to provide Hazardous Materials Pre-Design Inspection, Development of Haz Mat Documents, Bidding Services, Pre-Construction, Inspection and abatement monitoring and project close-out.

Notice: This page includes two separate forms.

Directions:

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

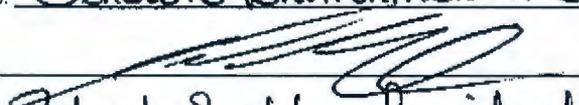
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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:  Date: 2/7/11

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: _____

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 2/7/11



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2010

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).

PRODUCER
Frenkel & Co., Inc.
725 South Figueroa, Suite #2200
Los Angeles CA 90017

CONTACT NAME: Margaret Fisetto
PHONE (A/C No. Ext): 213-787-1130 **FAX (A/C No.):** 213-787-1164
E-MAIL ADDRESS: mfiSETTE@frenkel.com
PRODUCER CUSTOMER ID #:

INSURED
Sensible Environmental Solutions, Inc.;
Sensible Construction Solutions Inc.
1116 Willow Pass Court
Concord CA 94520

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Compensation Ins Fund	
INSURER B: Endurance American Specialty Insura	
INSURER C: Travelers Property & Casualty of Am	25674
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1896855295

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr. Poll. Liab. Occurrence Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y Y	ECC101001898-02	7/15/2010	7/15/2011	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY <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	Y Y	BA-7736N99A-10-GRP	7/15/2010	7/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) 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 <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made Form		ECC101001898-02	7/15/2010	7/15/2011	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
Oakland Unified School District/ Department of Facilities Planning and Management
Attn: Timothy E. White, Assistant Superintendent
955 High Street
Oakland CA 94601

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

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



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-21-2011

GROUP: 000541
 POLICY NUMBER: 0000542-2010
 CERTIFICATE ID: 21
 CERTIFICATE EXPIRES: 02-21-2012
 02-21-2011/02-21-2012

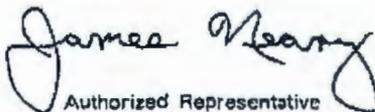
OAKLAND UNIFIED SCHOOL DISTRICT NB
 TIMOTHY E. WHITE, ASSISTANT SUPERINTENDENT
 855 HIGH ST
 OAKLAND CA 94601-4404

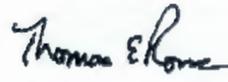
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


 Authorized Representative


 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - ROBERT SUTTON, PRES - EXCLUDED.

ENDORSEMENT #1600 - MITCHELL EDWARDS, SEC TREAS - EXCLUDED.

Received

2011 02 21

EMPLOYER

SENSIBLE ENVIRONMENTAL SOLUTIONS, INC AND NB
 SENSIBLE CONSTRUCTION SOLUTIONS, INC
 1118 WILLOW PASS CT
 CONCORD CA 94520



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 7/15/2010 attaches to and forms a part of Policy Number ECC101001898-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 7/15/2010 attaches to and forms a part of Policy Number ECC101001898-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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

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



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

This endorsement, effective 7/15/2010 attaches to and forms a part of Policy Number
ECC101001898-02. 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
Endorsement Number: 18

Amendment of Cancellation Notice Endorsement

This endorsement, effective 7/15/2010 attaches to and forms a part of Policy Number ECC101001898-02. This endorsement changes the Policy. Please read it carefully.

Notwithstanding the appropriate provision of this policy, in the event cancellation of this policy is instigated by the Company for any reason except nonpayment of premium, the Company will provide 30 days advance notice of such cancellation to the following:

**Oakland Unified School District Department of
Facilities Planning and Management
955 High Street
Oakland, CA 94601**



**Additional Insured – Owners, Lessees or
Contractors – Scheduled Person or Organization**

This endorsement, effective 7/15/2010 attaches to and forms a part of Policy Number
ECC101001898-02. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided
under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives.	Those project locations where this additional insured coverage is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for



Sensible Environmental Solutions, Inc; Sensible Construction
Endorsement Number: 21

a principal as a part of the same project.



July 1, 2010

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

SUBJECT: Proposal for Providing Hazardous Materials Abatement Design / Monitoring Services to Support the Claremont Middle School HVAC Replacement Project, Oakland, CA (SES No. 10-068)

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 April 19, 2010 prepared by Colland Jang Architecture 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 25 bulk material samples.

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 02075 – PCB Ballasts, PCB Transformers and Universal Wastes; and

4. Section 02080 – Asbestos Abatement.

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 Colland Jang 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 five (5) 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);
- 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 PCM air samples per shift. SES has also budgeted for the reanalysis of two (2) PCM samples by TEM during abatement activities should any of the PCM containment perimeter samples exceed 0.01 f/cc;
- Conducting final visual clearance inspections for asbestos at completion of abatement operations. SES anticipates collecting a total of 20 clearance air samples to be analyzed by PCM in accordance with EPA AHERA Protocols; and

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

Ms. Kenya Chatman
Proposal for Hazardous Materials Design / Monitoring Services
Claremont Middle School HVAC Replacement Project
SES No. 10-068
July 1, 2010
Page 3

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 COSTS

Proposed costs for the services described herein will be performed on a time and materials basis, not to exceed **\$15,795.00**. Refer to the attached Hazmat Design / Monitoring Services for a detailed breakdown of 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) 889-9737.

Sincerely,

SENSIBLE ENVIRONMENTAL SOLUTIONS INC.



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

Attachment: Hazmat Design / Monitoring Services

Hazmat Design / Monitoring Services

Project: Claremont Middle School - Mechanical Project

Proposal Due Date: 7/1/2010

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 Restroom Renovatoin at Claremont 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	12	\$130.00	\$1,560.00
Field Technician	Site Sampling	8	\$75.00	\$600.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Total Other Costs				\$2,250.00

Item	No. of Item	Fixed Unit Rate	Total
PLM Analysis (24 Turnaround Time (TAT))	25	\$21.00	\$525.00
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)	0	\$19.00	\$0.00
XRF Rental (Daily Rate)	0	\$250.00	\$250.00
Office Consumables	22	\$5.00	\$110.00
Total Other Costs			\$885.00

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	20	\$130.00	\$2,600.00
Project Professional	Abatement Cost Estimates	0	\$110.00	\$0.00
Drafter	CAD, Drafting	0	\$75.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Office Consumables		22	\$5.00	\$110.00
Total				\$2,800.00

Task 3: Bidding Services

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Addendum Prep. (N/A)	4	\$130.00	\$520.00
Project Professional	Attendance to 2 Pre-bid Walks		\$110.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	1	\$45.00	\$45.00
Office Consumables (Reproduction, Shipping, etc.)		5	\$5.00	\$25.00
Total Labor Costs				\$590.00

Task 4: Pre-Construction / Submittal Review

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Submittal Review	6	\$130.00	\$780.00
Senior Project Professional	Pre - Construction Meeting (1)	4	\$130.00	\$520.00
Administrative Support	Clerical, Data Entry, etc.	2	\$45.00	\$90.00
Office Consumables		12	\$5.00	\$60.00
Subtotal				\$1,450.00

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		\$130.00	\$130.00
Senior Project Professional	Project Meetings (1)	4	\$130.00	\$520.00
Senior Project Professional	Site Coordination and Project Review, Quality Assurance and Day-to-Day Project Management	5	\$130.00	\$650.00
Administrative Support	Clerical, Data Entry, etc.	2.5	\$45.00	\$112.50
Field Technician - Regular	4-Hour		\$500.00	\$0.00
Field Technician - Regular	8-Hour	5	\$817.00	\$4,085.00
	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
Total Labor Costs				\$5,367.50

Item		No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour	Clearance Samples	20	\$17.00	\$340.00
TEM (AHERA) - 24 hour	Clearance Samples		\$115.00	\$0.00
TEM (AHERA) - 24 hour	Reanalysis of PCM Samples	2	\$115.00	\$230.00
Lead (wipe/air) - 24 hour	Post Clean-up Samples		\$30.00	\$0.00
NVA Analysis - 24 hour			\$95.00	\$0.00
Office Consumables		12.5	\$5.00	\$62.50
Total Other Costs				\$632.50

Task 6: Project Closeout

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Q/A		\$130.00	\$0.00
Project Professional	Report Preparation		\$130.00	\$1,560.00
Administrative Support	Clerical, Data Entry, etc.		\$45.00	\$180.00
Office Consumables			\$5.00	\$60.00
Total Other Costs				\$1,820.00

TOTAL: Task 1-6	\$15,795.00
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PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Claremont HVAC Replacement	Site	Claremont 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
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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	7-15-2011				
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 #	07056						

Term			
Date Work Will Begin	3-10-2011	Date Work Will End By (not more than 5 years from start date)	12-1-2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$15,795.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
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
1414	Deferred Maintenance	2019000804	6280	\$15,795.00
				\$

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	2-8-11
2.	General Counsel, Department of Facilities Planning and Management		Signature	Date Approved	2-14-11
3.	Assistant Superintendent, Facilities Planning and Management		Signature	Date Approved	
4.	President, Board of Education		Signature	Date Approved	

DESCRIPTIONS (Continued from Page 1)

Insurance is Primary Non-Contributory

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

Sensible Environmental Solutions, Inc.;

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB3718T616

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

Oakland Unified School District
of Facilities Planning & Mgmt
Attn: Timothy E. White
955 High Street

Job Description:

ALL OPERATIONS OF THE NAMED INSURED.*** Oakland United School District, its Directors, Officers, Employees, Agents and Representatives

DATE OF ISSUE: 07/15/12



Automatic Additional Insured - Owners, Lessees or Contractors

This endorsement, effective 7/15/12 attaches to and forms a part of Policy Number
ECC10100189804 .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.

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Claremont HVAC Replacement	Site	Claremont MS
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	7-15-13
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 #	07056		

Term			
Date Work Will Begin	3-10-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-5-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$37,509.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$21,714.00
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 #	Funding Source	Org Key	Object Code	Amount
1414	Deferred Maintenance	2019000804	6280	\$21,714.00

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.					
1.	Division Head	Charles Love	Phone	510-535-7081	Fax 510-535-7082
	Capital Program Contract & Accounting Manager				
	Signature	Date Approved		8-1-12	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved		8-6-12	
3.	Associate Superintendent, Facilities Planning and Management				
	Signature	Date Approved			
4.	President, Board of Education				
	Signature	Date Approved			