

Board Office Use: <b>Legislative File Info.</b>	
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Enactment Number	14-1785
Enactment Date	10/22/14 <i>oa</i>



# Memo

**To** Board of Education

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

**Board Meeting Date** October 22, 2014

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

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

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

**Local Business Participation Percentage** 100.00%

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

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

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

**Fiscal Impact**

Measure J

**Attachments**

- Independent Consultant Agreement including scope of work
- Consultant Proposal
- Certificate of Insurance

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES**

**Whittier Elementary School Expansion-New Construction Project**

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

Signed Agreement  
 Workers' Compensation Certification  
 Insurance Certificates and Endorsements

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

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

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

FACILITIES PLANNING & MGMT  
2014-2015  
ACCOUNTING DEPARTMENT

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
  - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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.
  - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
  - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District 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 the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in

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

## 12. Termination.

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

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

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

including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

**14. Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

**14.1.1. Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

**14.1.2. Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**14.1.3. Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a fifty percent (50%) minimum participation requirement for all construction related professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). 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 fifty percent (50%) participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us) Under the Facilities Department drop down menu, Bids and Requests for Proposals.
23. **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.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant 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.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as



follows:

**District:**

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

**Consultant:**

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

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

**28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

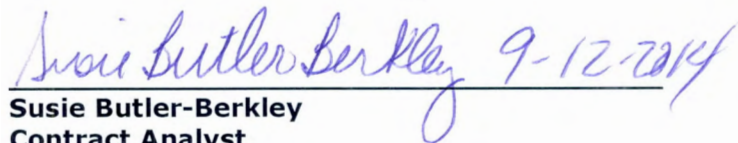
**36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been

properly authority and empowered to enter into this Agreement.

**37.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.

**38.Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

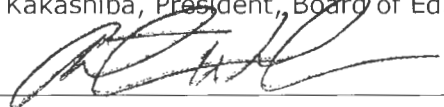
  
**Susie Butler-Berkley**  
**Contract Analyst**

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

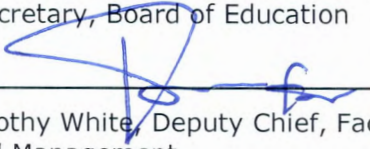
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
David Kakashiba, President, Board of Education

Date: 10/23/14


  
\_\_\_\_\_  
Antwan Wilson, Superintendent and Secretary, Board of Education

Date: 10/23/14

  
\_\_\_\_\_  
Timothy White, Deputy Chief, Facilities Planning and Management

Date: 9/18/14

**Sensible Environmental Solutions**

  
\_\_\_\_\_

Date: 9-9-14

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Catherine Boskoff, Facilities Counsel

Date: 9-17-14

File ID Number: 14-2058  
Introduction Date: 10/09/14  
Enactment Number: 14-1785  
Enactment Date: 10/22/14  
By: OA

**Information regarding Consultant:**

Consultant: Sensible Environmental Solutions  
License No.: No. 024001  
Address: 1116 Willow Pass Ct. Concord CA 94520  
Telephone: 925-689-9737  
Facsimile: 925-689-1420  
E-Mail: bob@sensibleinc.net

91-1758677:  
Employer Identification and/or Social Security Number

**NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: CA  
 Limited Liability Company  
 Other: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 9-9-14

Proper Name of Consultant: Sensible Environmental Solutions Inc.

Signature: 

Print Name: Robert Sutton

Title: President

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

**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 Consultant 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 Consultant.

Consultant 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 Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' 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 Consultant's employees and of all of its sub-consultants' 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, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant 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 Consultant's employees and its sub-consultants' employees is

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

Title: \_\_\_\_\_

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

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: 9-9-14

Proper Name of Consultant: Sensible Environmental Solutions Inc.

Signature: [Handwritten Signature]

Print Name: Robert Sutton

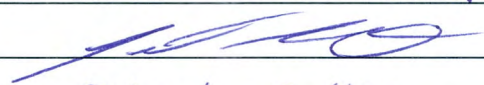
Title: President

**DRUG/SMOKE-FREE WORKPLACE CERTIFICATION**

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

Date: 9-9-14

Proper Name of Consultant: Sensible Environmental Solutions Inc.

Signature: 

Print Name: Robert Sutton

Title: President

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

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

**(PLEASE SEE THE ATTACHED PROPOSAL FROM THE CONSULTANT)**





August 27, 2014

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

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

Dear Ms. Chatman:

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

#### **SUMMARY OF SCOPE**

##### **Task 1 – Hazardous Materials Pre-design Inspection**

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

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

Lead-based Paint Survey: SES's California Department of Public Health Certified Lead Inspectors/Risk Assessors will conduct a lead-based paint (LBP) survey of accessible interior and exterior areas for suspect lead-based paint (LBP). The LBP survey will be conducted by X-ray fluorescence (XRF) testing using an RMD portable XRF spectrum analyzer, Model LPA-1. For each test performed, test data recorded includes the location, component name, substrate composition, sample time and sample result for lead content in milligrams per square centimeter (mg/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.

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 Demolition and Renovation 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 Gelfand Partners 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 HZ0.0 – Title Sheet;
2. Sheet HZ1.0 – Site Abatement Plan
3. Sheet HZ2.0 – Multi-Purpose Building
4. Sheet HZ2.1 – Main Building – Ground Floor Abatement Plan
5. Sheet HZ2.2 – Main Building – First and Second 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 Gelfand Partners Architects. SES has budgeted two meetings 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 50 days (Monday – Friday) during hazardous material related work. Monitoring services will include the following:

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

#### **Task 6 – Project Close-out**

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

**Proposed Assumptions:**

1. SES will be provided with keys and access codes to all areas of the facility.
2. OUSD will provide SES with updated AHERA reports for the site.
3. SES will provide temporary patches at all roof sample locations. The District will be required to contract with a licensed roofing contractor to install permanent patches at these locations.
4. OUSD or Architect will provide SES with As-built Architectural, Mechanical and Plumbing drawings.
5. Architect will provide SES with electronic baseline CAD and PDF drawing files with room numbers.
6. OUSD or Architect will provide SES with hard copies of project drawings at 75% completion.

**PROPOSED COSTS**

Proposed costs for the services described herein will be performed on a time and materials basis, not to exceed the following:

Task 1	Hazmat Materials Pre-design Investigation	\$12,730
Task 2	Development of Hazardous Material Abatement Documents	11,300
Task 3	Bidding Services	860
Task 4	Pre-Construction / Submittal Review	1,670
Task 5	Inspection & Abatement Monitoring	56,660
Task 6	Project Closeout	2,780
	Subtotal Tasks 1 - 6	<hr/> \$86,000
		+
	Contingency of 15%	\$12,900
	<b>PROPOSAL TOTAL</b>	<hr/> <b>\$98,900</b>

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.



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

Attachment: Hazmat Design and Monitoring Services – Detail Costs

Exhibit B

## Hazmat Design & Monitoring Services - Detail Costs

**Project:** Demolition and Renovation at Greenleaf at Whittier Elementary School

**Proposal Due Date:** 8/27/2014

**IH Firm:** Sensible Environmental Solutions Inc.

**Contact:** Bob Sutton

**Email Address:** [bob@sensibleinc.net](mailto:bob@sensibleinc.net)

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

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

#### Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Surveys, Data Analysis & Reporting	40	\$130.00	\$5,200.00
Staff Professional	XRF Survey	32	\$90.00	\$2,880.00
Administrative Support	Clerical, XRF Data Entry, etc.	10	\$45.00	\$450.00
<b>Total Other Costs</b>				<b>\$8,530.00</b>

#### Other Costs

Item	No. of Item	Fixed Unit Rate	Total
PLM Analysis (24 Turnaround Time {TAT})	150	\$16.10	\$2,415.00
PLM Point Count Analysis - 1,200 Point Count (3 to 5 Day TAT)	5	\$115.00	\$575.00
XRF Rental (Daily Rate)	4	\$200.00	\$800.00
Office Consumables	82	\$5.00	\$410.00
<b>Total Other Costs</b>			<b>\$4,200.00</b>

### TOTAL TASK 1

**\$12,730.00**

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

#### Labor

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

### TOTAL TASK 2

**\$11,300.00**

**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	6	\$130.00	\$780.00
Administrative Support	Clerical, Data Entry, etc.	1	\$45.00	\$45.00
Office Consumables (Reproduction, Shipping, etc.)		7	\$5.00	\$35.00
<b>Total Labor Costs</b>				<b>\$860.00</b>
<b>TOTAL TASK 3</b>				<b>\$860.00</b>

**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	8	\$130.00	\$1,040.00
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		13	\$5.00	\$65.00
<b>Subtotal</b>				<b>\$1,670.00</b>
<b>TOTAL TASK 4</b>				<b>\$1,670.00</b>

**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 (4)	16	\$130.00	\$2,080.00
Senior Project Professional	Site Coord. Project Review, Quality Assurance and Day-to-Day PM	50	\$130.00	\$6,500.00
Administrative Support	Clerical, Data Entry, etc.	25	\$45.00	\$1,125.00
Field Technician - Regular	8-Hour	50	\$817.00	\$40,850.00
<b>Total Labor Costs</b>				<b>\$50,555.00</b>

**Other Costs**

Item		No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour	Esti.# of Clearance Samples	75	\$17.00	\$1,275.00
TEM (AHERA) - 24 hour	Est. # of Clearance Samples	20	\$115.00	\$2,300.00
TEM (AHERA) - 24 hour	Est. # Reanalysis of elevated PCM	5	\$115.00	\$575.00
Lead (wipe/air) - 24 hour	Est.# of Clearance Samples	50	\$30.00	\$1,500.00
Office Consumables		91	\$5.00	\$455.00
<b>Total Other Costs</b>				<b>\$6,105.00</b>
<b>TOTAL TASK 5</b>				<b>\$56,660.00</b>

**Task 6: Project Closeout****Labor**

Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Report Preparation	12	\$130.00	\$1,560.00
Staff Professional	Report Preparation	8	\$90.00	\$720.00
Administrative Support	Clerical, Data Entry, etc.	8	\$45.00	\$360.00
Office Consumables		28	\$5.00	\$140.00
<b>Total Other Costs</b>				<b>\$2,780.00</b>
<b>TOTAL TASK 6</b>				<b>\$2,780.00</b>

<b>TOTAL: Tasks 1-6</b>	<b>\$86,000.00</b>
<b>Contingency of 15% (To Be Used at The Sole Discretion of the District)</b>	<b>\$12,900.00</b>
<b>PROPOSAL TOTAL</b>	<b>\$98,900.00</b>



# CERTIFICATE OF LIABILITY INSURANCE

SENSI-1

OP ID: MP

DATE (MM/DD/YYYY)

09/10/2014

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>X</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<b>X</b>		<b>FEI-ECC-16631-01</b>	<b>07/15/2014</b>	<b>07/15/2015</b>	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
<b>B</b>	<b>X</b> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>X</b>		<b>57UECVJ8273</b>	<b>07/15/2014</b>	<b>07/15/2015</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>C</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <input type="checkbox"/> N/A	<b>X</b>	<b>WWC3100053</b>	<b>07/15/2014</b>	<b>07/15/2015</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>A</b>	<b>Pollution Liab (Claims Made)</b>			<b>FEI-ECC-16631-01</b>	<b>07/15/2014</b>	<b>07/15/2015</b>	<b>Aggregate 3,000,000</b> <b>Ea. Claim 2,000,000</b>

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

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

## CERTIFICATE HOLDER

## CANCELLATION

<b>OAKLAND</b>  Oakland Unified School Dist. Facilities Planning & Mgmt Attn: Timothy E. White 955 High Street Oakland, CA 94601-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Maura L. Perkins</i>
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**NOTEPAD:**

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

**SENSI-1**  
**OP ID: MP**

PAGE 2

Date **09/10/2014**

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





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

## Automatic Additional Insured – Owners, Lessees or Contractors

---

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

---

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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



## Automatic Waiver of Subrogation Endorsement

---

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

---

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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

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



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

---

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

---

SCHEDULE

Name of Person or Organization:

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

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/2014

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<b>PRODUCER</b> Sagacious Insurance Services, LLC 800 S. Broadway #101 Walnut Creek, CA 94596 Maura L. Perkins		<b>CONTACT NAME:</b> Maura L. Perkins <b>PHONE (A/C, No, Ext):</b> 888-654-8884 <b>FAX (A/C, No):</b> 888-564-7707 <b>E-MAIL ADDRESS:</b> mperkins@sagaciousins.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A :	24856
Sensible Environmental Solutions, Inc. 1116 Willow Pass Ct. #5 Concord, CA 94520		INSURER B :	
		INSURER C :	25011
		INSURER D :	
		INSURER E :	
		INSURER F :	

## COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	FEI-ECC-16631-01	07/15/2014	07/15/2015	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	57UECVJ8273	07/15/2014	07/15/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X WWC3100053	07/15/2014	07/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Pollution Liab (Claims Made)		FEI-ECC-16631-01	07/15/2014	07/15/2015	Aggregate	3,000,000
						Ea. Claim	2,000,000

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

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## CERTIFICATE HOLDER

## CANCELLATION

OAKLAND	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland Unified School Dist. Facilities Planning & Mgmt Attn: Timothy E. White 955 High Street Oakland, CA 94601-0000	AUTHORIZED REPRESENTATIVE 

**NOTEPAD:**

HOLDER CODE OAKLAND  
INSURED'S NAME Sensible Environmental

SENSI-1  
OP ID: MP

PAGE 2  
Date 09/10/2014

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



## Automatic Additional Insured – Owners, Lessees or Contractors

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

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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

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

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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.



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

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

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

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### 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.





## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Whittier ES Expansion-New Construction	<b>Site</b>	163
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### Basic Directions

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

<b>Attachment Checklist</b>	<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

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

### Term

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

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$98,900.00
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1639905820	6171	\$98,900.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>				
	Signature	Date Approved			7/12/14
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature	Date Approved			9/17/14
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	Signature	Date Approved			7/18/14
4.	<b>Chief Operations Officer</b>				
	Signature	Date Approved			9/26/14
	<b>President, Board of Education</b>				
5.	Signature	Date Approved			