

Board Office Use: Legislative File Info.	
File ID Number	12-3087
Committee	Facilities
Introduction Date	12-12-2012
Enactment Number	12-3002
Enactment Date	12-12-12 ff



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 December 12, 2012

Subject Amendment No. 3, Professional Services Contract - SCA Environmental- Chabot Caldecott Tunnel Air Quality Project

Action Requested Approval by the Board of Education of Amendment No. 3, Professional Services Contract with SCA Environmental for Hazmet Services on behalf of the District at Chabot Caldecott Tunnel Air Quality Grant, in an amount not-to exceed \$8,960.00 increasing previous contract amount from \$4,330.00 to a not to exceed amount of \$13,290.00 and revising the end date from January 13, 2011 through December 31, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Monitoring the removal of hazardous material ensures the removal process is in accordance with all standards and laws.

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. 3, Professional Services Contract with SCA Environmental for Hazmet Services on behalf of the District at Chabot Caldecott Tunnel Air Quality Grant, in an amount not-to exceed \$8,960.00 increasing previous contract amount from \$4,330.00 to a not to exceed amount of \$13,290.00 and revising the end date from January 13, 2011 through December 31, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Professional Services Contract including scope of work

AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **SCA Environmental..** OUSD entered into an Agreement with CONTRACTOR for services on April 25, 2012, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide certified monitoring of hazardous material removal of asbestos and lead paint.</u></p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>Two years</u>, and the amended expiration date is <u>December 31, 2013.</u></p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$8,960.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is Thirteen thousand, two hundred ninety dollars and no cents (\$13,290.00)</p>			

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

5. Amendment History:

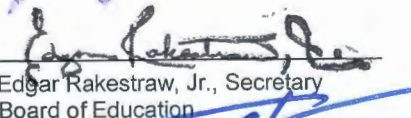
There are no previous amendments to this Agreement. This contract has previously been amended as follows:


No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	1-12-2011	The scope of the project is to conduct additional indoor air quality investigation at the Chabot Elementary School.	\$ 365.00
2	4-25-2012	Prepare detailed hazardous materials abatement plans and specifications	\$1,070.00

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: 12/13/12


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


 Timothy White, Associate Superintendent
 Facilities, Planning and Management Date: _____

CONTRACTOR


 Contractor Signature K-10616 Date: 9/26/12

Glenn Cass, Vice President
 Print Name, Title


File ID Number: 12-3087
 Introduction Date: 12-12-12
 Enactment Number: 12-3002
 Enactment Date: 12-12-12
 By: 

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Eight thousand, nine hundred sixty dollars and no cents (\$8,960.00)

1. Description of Services to be Provided

Provide certified monitoring of hazardous material removal of asbestos and lead paint.

2. Specific Outcomes:

To ensure that the site is safe for the children in staff at the school site.

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

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

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 9.27.2012
 Susie Butler-Berkley
 Contract Analyst



ENVIRONMENTAL, INC.

Engineering and Environmental Consultants

August 10, 2012

Mr. Eric Scheuermann
Oakland Unified School District
Division of Facilities Planning & Management
955 High Street
Oakland, CA 94601

Fax: (510) 879-1860
eric.scheuermann@ousd.k12.ca.us

RE: Proposal for Hazardous Materials Consulting Services
Chabot Elementary School
Caldecott Tunnel Air Quality Project Abatement Monitoring
Oakland, CA
SCA Proposal No: SCA-12-155

Dear Eric:

SCA Environmental, Inc. (SCA) is pleased to provide this proposal for asbestos, lead-based paints and hazardous materials consulting services during abatement of vinyl floor tiles and mastics, thermal system insulation and stucco plasters at the Chabot Elementary School site as part of the Caldecott Tunnel Air Quality Project.

Scope of Work

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

Task A - Abatement Monitoring:

1. Provide the services of a Cal/OSHA "Certified Asbestos Consultant (CAC)" under the direct supervision of a Certified Industrial Hygienist (CIH) to provide environmental quality assurance services including perimeter air quality monitoring and inspection of enclosures during all asbestos-related work. Air samples will be collected in key locations and analyzed the same day that they were collected. Air samples will be analyzed at SCA's contract laboratory using phase contrast microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) method 7400. The District's Project Manager will be promptly notified (the following day) of any unacceptable results.
2. Perform daily observations of the Contractor's work area, to document that work is being carried out safely and in compliance with the requirements of the specification, and to collect abatement progress data.
3. Provide the services of appropriate senior professional personnel to advise the District on technical matters arising during the course of the asbestos abatement.
4. Maintain a record of all relevant observations and findings made during the abatement project. A copy of this record will be provided to the District at the completion of the project.
5. Provide the District with daily reports on the abatement project. A comprehensive final report will be presented to the District within one month of completion of the abatement project.
6. Provide final clearance inspections. This will include a rigorous visual inspection of all work surfaces to ensure that visible debris is not left in the work area and to complete aggressive clearance air sampling following AHERA protocols, as warranted.

Additional Services Available But Not Within the Current Scope of Work

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

1. Instruction and respirator fit testing of maintenance personnel who need to enter the work area while asbestos abatement operations are in progress.
2. Revisions to the specifications or additions to the contractor's scope of work arising from unforeseen complications.
3. Notification of, or negotiation with regulatory agencies on the District's behalf; these items are normally handled by the Abatement Contractor under the terms of the specifications.
5. Abatement scope outside the assumptions addressed herein due to schedule extensions, alternative measures, etc.

Schedule

SCA's survey report and specifications will be completed within 2 weeks after completing the fieldwork. Prompt and timely completion of the fieldwork can only occur if the buildings and all applicable spaces within the buildings are open and accessible to SCA's survey personnel.

Insurance

SCA's insurance coverage includes the following:

- SCA's general liability coverage with American Automobile Insurance Co. (policy #MZG80935030 has annual limits of \$1 million per occurrence \$1 million for fire damage; \$1 million for personal injury and \$2 million general aggregate per project.
- SCA's automotive liability insurance with American Automobile Insurance Co. (policy MZG80935030) has a combined single limit of \$1 million.
- SCA's workman's compensation policy with American Automobile Insurance Co. (policy WZP80997646) includes statutory limits with \$1 million per accident, \$1 million per employee per disease and \$1 million policy limit.
- SCA's professional liability insurance includes pollution coverage with Endurance American Specialty Insurance Co. (policy #ECC10100232803) with a \$1 million limit per claim and a \$2 million annual aggregate limit.

Fee

SCA proposes to perform this project on a time and materials basis for a not-to-exceed fee broken down as follows:

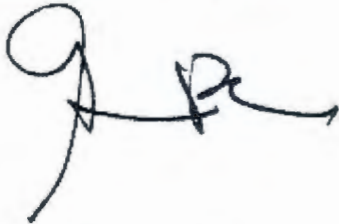
Task	Description	Quantity	Unit Price	Fee
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Task	Description	Quantity		Unit Price	Fee
A.	Field Observations – Environmental Scientist	68	hrs.	\$80	\$5,440
	Project Management/ QA/QC – Sr. Consultant	4.5	hrs.	\$140	\$630
	Administrative Manager	1	hrs.	\$65	\$65
	PCM Perimeter Air Samples (<4 hrs. turn-around) (avg. 3 daily)	25	ea.	\$17.25	\$431
	Elevated PCM reanalyses by TEM (24 hr. turn-around)	1	ea.	\$86.25	\$86
	PLM Bulk Asbestos Analyses (rush turn-around)	2	Ea.	\$18.40	\$37
	Lead Analyses (48-hr. turn-around)	1	Ea	\$14.95	\$15
	TEM Clearance Air Samples (Rush turn-around)	12	ea.	\$143.75	\$1,725
	Report Preparation				\$300
	Misc. Equipment & Supplies				\$231
	Total				\$8,960

Work will be completed per the terms and conditions of our current retainer contract with the District.

If you have any questions, please do not hesitate to contact me directly at (510) 267-2723 or gcass@sca-enviro.com.

Sincerely,
SCA ENVIRONMENTAL, INC.



Glenn R. Cass, PE, CIH
 Vice President

file: SCA-12-155
 disk: Proposal 2012-1 GRC

**OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM**

Amendment No. 2

DATE SUBMITTED: 4/12/2012
SUBMITTED BY: Eric Scheuermann

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

1.) A/E (Architect and Engineers) Contract	<input type="checkbox"/>	6.) "Small" (under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	7.) Resolution Awarding Bid and Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input type="checkbox"/>	8.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment #2)	<input checked="" type="checkbox"/>	9.) Purchase Order	<input type="checkbox"/>

 Timothy E. White Date _____
 Asst. Superintendent

 Tadashi Nakadegawa Date _____
 Facilities Director

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
100.00%	0.00%	0.00%	100.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	Chabot Caldecott Tunnel Air Quality Grant	Project No:	07115
Vendor Name:	SCA Environmental	Vendor Contact:	Glenn Cass
Vendor Phone Number:	510-645-6200	Vendor Mailing Address:	334 19th Street, 2nd Floor Oakland, CA 94612
Agreement Start and Stop Dates:	Start: 4/25/2012 Stop: 12/31/2012	Amounts:	Current Contract Amount: \$3,625.00 Not to Exceed Amount: \$1,070.00 Revised Contract Amount: \$5,765.00
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes give an explanation:</i>	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date:
Certificate of Insurance Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Date provided:	

For Construction Contracts >\$15,000, please provide or attach the following:

- | | |
|--|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) <i>(Attach Bid Documents)</i> | 6) Performance Bonds Attached |
| 2) Date(s) of Bid Advertisement - n/a | 7) Payment Bonds Attached |
| 3) Date of Bid Opening - n.a | (Sections 6 and 7 to be completed by Contract Administration department) |
| 4) Name of Architect - Byrens Kim Design Works | |
| 5) Liquidated damages per day - \$ | |

Scope of Work: *(Needed to prepare Executive Summary)* Please attach separately along with Vendor's proposal.
Prepare detailed hazardous materials abatement plans and specifications.

Discussion Info: *(Needed to prepare Executive Summary)* (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed

Hazardous material abatement plans and specifications are required for the safety of workers, school staff, and students.

Funding Source: Measure B/Chabot Cald

Budget Number: _____



ENVIRONMENTAL, INC.

Engineering and Environmental Consultants

April 12, 2012

Mr. Eric Scheuermann
Oakland Unified School District
Division of Facilities Planning & Management
955 High Street
Oakland, CA 94601

Fax: (510) 879-1860
Eric.Scheuermann@contractor.ousd.k12.ca.us

RE: Proposal for Hazardous Materials Consulting Services
Caldecott Tunnel Air Quality Project
Chabot Elementary School
6686 Chabot Road, Oakland, CA 94618
SCA Proposal No: SCA-12-072

Dear Eric:

SCA Environmental, Inc. (SCA) is pleased to provide this proposal for preparation of abatement specifications for the Chabot Elementary School Caldecott Tunnel Air Quality Project. Based on the Modernization Plans provided by your office from Byrens KIM Design Works, dated February 25, 2012, the following major renovations are anticipated:

- Partial removal of vinyl floor tiles and mastics as designated in Classroom A003 (Dwg. A2.0, totaling about 72 SF) and Classroom A104 (Dwg. A2.1, totaling about 55 SF); and
- Partial removal of TSI (piping and fittings) in Crawl Space (Dwg. M1.1) and ceiling plenum (Dwg. M2.1) at point of connection to new unit ventilators and capping of existing services (typical of approx. 32-40 points of connection per floor) and at risers as designated.

The school has previously been surveyed by ACC Environmental, whom identified the presence of ACM in various substrates incorporated into SCA's Abatement Work Plan.

Scope of Work

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

Task A: 100% CD Documents

1. Prepare detailed hazardous materials abatement plans and specifications.

Additional Services Available But Not Within the Current Scope of Work

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

1. Abatement monitoring services.
2. Notification of, or negotiation with regulatory agencies on your office's behalf; these items are normally handle by the Abatement Contractor under the terms of the specifications.
3. Supplemental bulk asbestos samples.
4. Preparation of employee and/or tenant notifications of asbestos survey results as required under the Connelly Bill.
5. Asbestos awareness training of janitorial and maintenance staff as required under the OSHA and ASHARA regulations.

6. Survey scope outside the assumptions addressed herein due to schedule extensions, access delays, increase scope of renovations or demolition, etc.

Insurance

SCA's insurance coverage includes the following:

- SCA's general liability coverage with American Automobile Insurance Co. (policy #MZG80935030 has annual limits of \$1 million per occurrence \$1 million for fire damage; \$1 million for personal injury and \$2 million general aggregate per project.
- SCA's automotive liability insurance with American Automobile Insurance Co. (policy MZG80935030) has a combined single limit of \$1 million.
- SCA's workman's compensation policy with American Automobile Insurance Co. (policy WZP80997646) includes statutory limits with \$1 million per accident, \$1 million per employee per disease and \$1 million policy limit.
- SCA's professional liability insurance includes pollution coverage with Endurance American Specialty Insurance Co. (policy #ECC10100232803) with a \$1 million limit per claim and a \$2 million annual aggregate limit.

Fee

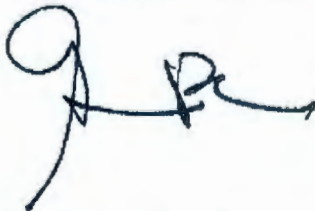
SCA proposes to perform this project on a time and materials basis for a not-to-exceed fee broken down as follows:

Task	Description	Quantity		Unit Price	Fee
A.	Spec Preparation – Sr. Consultant	7	Hrs.	\$140	\$980
	Administrative Support	1	Hr.	\$65	\$65
	Travel, Printing and Supplies				\$25
	Total – Task A				\$1,070

Work will be completed per the terms and conditions of our current retainer contract with Oakland Unified School District.

If you have any questions, please do not hesitate to contact me directly at (510) 267-2723 or gcass@sca-enviro.com.

Sincerely,
SCA ENVIRONMENTAL, INC.



Glenn R. Cass, PE, CIH
Vice President

file: SCA-12-072
disk: Proposal 2012-1 GRC

Oakland Unified School District
Department of Facilities Planning & Management

Request for Signature

To:

~~Tadashi Nakadegawa~~

Timothy White

From:

Eric Scheuermann

Date:

4/12/12

Project Name: Chabot Caldecott Tunnel Air Quality Grant

Project Number: 07115

Type of Document: Amendment #2

Reason for Request: To clear funds for hazmat plans and specifications to be prepared.

Project Manager Recommendation: Please sign.

GKK/McCarthy/TAG

Oakland Unified School District
Facilities Planning and Management
955 High Street
Oakland, CA 94601
(510) 879-8385
(510) 879-1860

LETTER OF TRANSMITTAL

Date	Monday, April 16, 2012
To	Susie Berkley
Address	
Attention	
Regarding	Agreement Request - SCA Environmental
Project #	07024
Project Name:	Arroyo Viejo CDC Renovation of Building

Delivered Via: Messenger/Hand Delivered

Package Transmitted: For Your Files

Copies	Date	Description
1	4/16/2012	Agreement Request for SCA Environmental

REMARKS:

Oakland Unified School District
Chabot Caldecott Tunnel Air Quality Grant
OUSD Project #07115

Pay Application

SCA Environmental - A9

Invoice Number	Base Contract Pay Application (Month/Year)	\$ 2,895.00 Pay Application Total	Total Paid-to-Date	Status
64068	1/18/2011	\$ 621.12	\$ 621.12	to OUSD Accounting
64141	2/15/2011	\$ 1,552.24	\$ 2,173.36	to OUSD Accounting
65306	5/16/2012	\$ 942.50	\$ 3,115.86	to OUSD Accounting
		\$ 3,115.86	\$ 3,115.86	

Base Contract	\$	2,895.00	
Amendment #1	\$	365.00	Confirmed
Amendment #2	\$	1,070.00	Not in Legistar ????
Amendment #3	\$	8,960.00	pending as of 8/13/12

Amendments Subtotal \$ 10,395.00 359.07%

New Contract Amount \$ 13,290.00
Paid to date \$ 3,115.86 23.45%

Balance \$ 10,174.14 76.55%

OUSD Accounting PO Amount
OUSD Accounting PO Amount

Total PO Amounts \$ -

Invoiced Amount from PO \$ 3,115.86

Remaining Balance in PO


ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 10/16/12
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 David C. Eckman	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED SCA Environmental, Inc. 334 - 19th Street Oakland, CA 94612	INSURERS AFFORDING COVERAGE	
	INSURER A: American Automobile Ins. Co.	
	INSURER B: Admiral Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MZG80943850	10/10/12	10/10/13	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MZG80943850	10/10/12	10/10/13	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81005836	10/10/12	10/10/13	<input checked="" type="checkbox"/> WC STATUTORY 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	OTHER Professional & Contractor's Pollution Liab.	FEIECC1047400	10/10/12	10/10/13	\$1,000,000 per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
GENERAL LIABILITY POLICY EXCLUDED CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.
 REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and all (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL REGISTERED MAIL OR BY FIRST CLASS MAIL WITH RETURN RECEIPT REQUESTED OR BY FIRST CLASS MAIL WITH RETURN RECEIPT REQUESTED OR BY REGISTERED MAIL OR BY REGISTERED MAIL AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

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
Attn: Susie Butler-Beckley
Facilities Planning & Mgmt
955 High Street

REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: Oakland Unified School District, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT.

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 a principal as a part of the same project.

DESCRIPTIONS (Continued from Page 1)

authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT. Primary Insurance and severability of interests apply per policy form. Workers Compensation policy includes Waiver of Subrogation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Oakland Unified School District Attn: Susie Butler-Beckley Facilities Planning & Mgmt 955 High Street	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: Oakland Unified School District, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Insured: SCA Environmental, Inc.
Policy Number: WZP81005836
Effective Date: 10/10/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Job Description

Oakland Unified School District
Attn: Susie Butler-Beckley
Facilities Planning & Mgmt
955 High Street

REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. NAME OF PERSON(S) OR ORGANIZATION(S) CONT.: Oakland Unified School District, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT.

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ROUTING FORM

Project Information					
Project Name	Chabot Caldecott Tunnel Air Quality Grant	Site	Chabot Elementary School		
Basic Directions					
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.					
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider				

Contractor Information							
Contractor Name	SCA Environmental	Agency's Contact	Glenn Cass				
OUSD Vendor ID #	I057323	Title	Project Manager				
Street Address	334-19 th Street, 2 nd Floor	City	Oakland	State	CA	Zip	94612
Telephone	510-645-6200	Policy Expires	10-10-2012				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes x No			
OUSD Project #	07115						

Term			
Date Work Will Begin	1-13-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$13,290.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 8,960.00
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
3535	County School Facilities	1059003890	6170	\$8,960.00

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	510-879-8389	Fax	510-879-3673
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	10-29-12		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	10.29.12		
	Associate Superintendent, Facilities Planning and Management					
3.	Signature		Date Approved			
	President, Board of Education					
4.	Signature		Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	11-0333
Committee	Facilities
Introduction Date	2-15-2011
Enactment Number	11-0337
Enactment Date	2-23-11 82




OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date February 23, 2011

Subject Amendment No. 1 - Professional Services Facilities Contract - SCA Environmental Inc. - Chabot Caldecott Tunnel Air Quality Grant Project.

Action Requested Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with SCA Environmental Inc. for Air Quality Testing Services on behalf of the District at Chabot Caldecott Tunnel Air Quality Grant Project, in an amount not to exceed \$365.00, increasing previous contract amount from \$2,895.00 to a not to exceed amount of \$3,260.00. All remaining portions of the agreement shall remain in full force and effects as originally stated.

Background This work is associated with the 4th Bore Noise Mitigation/Air Quality Assurance Grant.

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, Professional Services Facilities Contract with SCA Environmental Inc. for Air Quality Testing Services on behalf of the District at Chabot Caldecott Tunnel Air Quality Grant Project, in an amount not to exceed \$365.00, increasing previous contract amount from \$2,895.00 to a not to exceed amount of \$3,260.00. All remaining portions of the agreement shall remain in full force and effects as originally stated.

Fiscal Impact

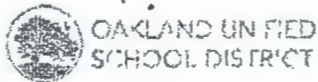
The funding source for this project is Form 40 - Grant.

Attachments

- Professional Services Contract including scope of work

Key Code:

1069003890-6170



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and SCA Environmental, Inc. OUSD entered into an Agreement with CONTRACTOR for services on January 10, 2011, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to conduct additional indoor air quality investigation at the Chabot Elementary School.</u></p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increase of \$ <u>365.00</u> to original contract amount</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount:</p> <p>and the new contract total is Three thousand, two hundred sixty dollars and no cents (\$3,260.00)</p>			

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

5. **Amendment History:**

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee
 Gary Yee, President, Board of Education Date: 2/24/11

Edger Rakestraw, Jr.
 Edger Rakestraw, Jr., Secretary
 Board of Education Date: 2/24/11

Timothy White
 Timothy White, Assistant Superintendent
 Facilities, Planning and Management Date: _____

CONTRACTOR

Glen Perry K-10073 Date: 1/28/11
 Contractor Signature

Glen Perry, Vice Pres
 Print Name, Title

File ID Number: 11-0333
 Introduction Date: 2-15-11
 Enactment Number: 11-0337
 Enactment Date: 2-23-11
 By: AS

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: SCA Environmental, Inc.

Billing Rate: Three hundred and sixty five dollars and no cents (\$365.00)

Description of Services to be Provided

SCA Environmental, Inc. is to conduct additional indoor air quality investigation at the Chabot Elementary School.

- 1. Goals or Objectives**
Air quality investigation
- 2. Description of Services to be Provided**
At the request of the District, SCA will conduct additional indoor air quality investigation and increase the NO2 sampling by (10) ten additional monitors.
- 3. Deliverables**
Inspection services

FACILITIES PLANNING
AND MANAGEMENT

2011 JAN 31 A 11:06

Board Office Use: Legislative File Info	
File ID Number	10-3034
Committee	Facilities
Introduction Date	1-4-2011
Enactment Number	11-0086
Enactment Date	1-12-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date January 12, 2011

Subject Division of Facilities Planning and Management P.O's. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
10-3018	A & E Emaar	\$4,500.00	GO Bond-Measure B	PO	Fremont Mod	12-13-2010 thru 1-31-2011	Albany
10-3019	Bohm Environmental Services	\$14,941.00	Risk Management	P.O.	Claremont Gym Fire Repair	12-15-2010 thru 1-15-2011	Oakland
10-3020	Comfort by Design	\$9,800.00	GO Bond-Measure B	P.O.	Fremont Mod	1-1-2011 thru 9-30-2011	Pinole
10-3021	Diversified Flooring Services, Inc.	\$50,000.00	GO Bond-Measure B	PO	Mantera Mod	8-31-2010 thru 9-30-2010	Foster City
10-3023	Hur Flooring Co.	\$49,999.00	Risk Management	PO	Claremont Gym Fire Repair	10-10-2010 thru 1-10-2011	Canoga Park
10-3027	Kam Yan & Associates	\$7,500.00	Developer Fees	PO	Skyline Stadium Light Pole Structural Upgrade	12-1-2010 thru 12-31-2011	Oakland
10-3025	Kam Yan & Associates	\$7,500.00	Developer Fees	PO	McClymonds Stadium Light Pole Structural Upgrade	12-1-2010 thru 1-15-2011	Oakland
10-3024	Kam Yan & Associates	\$7,500.00	Developer Fees	PO	Castlemont Stadium Light Pole Structural Upgrade	12-1-2010 thru 1-15-2011	Oakland
10-3026	Kam Yan & Associates	\$7,500.00	Developer Fees	PO	Oakland Tech Stadium Light Pole Structural	12-1-2010 thru 1-15-2011	Oakland



OAKLAND UNIFIED
SCHOOL DISTRICT

7-3029	Lee Signs	\$3,089.04	Developer Fees	PO Increase	Upgrade Downtown Educational Complex	12-2-2010 thru 1-31- 2011	Oakland
7-3030	Macy Movers, Inc.	\$5,260.00	GO Bond-Measure B	PO	Lowell Mod	12-8-2010 thru 12-31- 2011	Oakland
7-3031	Masterpiece Painting	\$48,637.00	Risk Management	PO	Claremont Gym Fire Repair	12-15-2010 thru 1-15- 2011	Oakland
7-3032	Playground Unlimited	\$37,473.25	GO Bond-Measure B	PO	Various Play Structures	12-1-2010 thru 1-15- 2011	Sunnyvale
7-3033	Professional Cleaning Service	\$4,440.00	GO Bond-Measure B	PO	Montera Mod	1-12-2011 thru 12-31- 2011	San Francisco
7-3034	SCA Environmental, Inc.	\$2,895.00	County School Facilities Fund	PO	Chabot Caldecott Tunnel Grant	1-13-2011 thru 12-31- 2011	Oakland

Discussion:

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.

Fiscal Impact:

various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

Date 1-4-2011



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and SCA Environmental Inc. 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 1-13-2011. The work shall be completed no later than 12-31-2011.
3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two thousand, eight hundred ninety-five dollars and no cents (\$2,895.00). 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

IOS

CONTRACTOR:

Name: Glenn Cass, SCA Environmental, Inc.
Title: Project Manager
Address: 334-19th Street, 2nd Floor
Oakland, CA 94612
Phone: 510-645-6200

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

Professional Services Contract

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 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:

Professional Services Contract

- a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
 - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
 - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
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:
- a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
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.

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.

Professional Services Contract

- 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

[Signature] 1/13/11
 President, Board of Education
 Superintendent

[Signature] 1/13/11
Secretary,
Board of Education

[Signature] _____
Assistant Superintendent, Date
Department of Facilities Planning and Management

CONTRACTOR

[Signature] K-10073 11/29/10
Contractor Signature Date

Glenn Cass - Vice Pres, SEA Environmental
Print Name, Title

10-3034
1-4-2011
11-0086
1-12-11
BR

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: SCA Environmental Inc.

Billing Rate: Two thousand, eight hundred ninety-five dollars and no cents (\$2,895.00)

Description of Services to be Provided

The scope of the project includes Air Quality Consulting. Document maximum thresholds and best practices (if any) for carbon monoxide, nitrogen oxides, and particulates in schools; obtain most recent and complete set of plans to base testing and standards; conduct detailed work through to determine the test locations for air sampling and document any historical maintenance issues; conduct ten (10) samples at various locations within buildings to determine carbon monoxide, nitrogen oxide, and particulate levels, conduct two (2) outdoor control samples; send samples for lab analysis.

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

Notice: This page includes two separate forms.

Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul style="list-style-type: none"> ✓ 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: Glen Cass - SCA Environmental, Inc.

Contractor Signature: [Signature] Date: 11/29/10

Print Name and Title: Glen Cass, Vice Pres. K-10073

(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: Glen Cass - SCA Environmental, Inc.

Contractor Signature: [Signature] Date: 11/29/10

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):

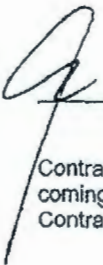
_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the 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: 11/24/10

FACILITIES PLANNING
AND MANAGEMENT

2010 NOV 30 P 1:49

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/03/10

JCER
ey, Renton & Associates
Box 12675
and, CA 94604-2675
465-3090 David C. Eckman

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

ED
SCA Environmental, Inc.
334 19th Street
Oakland, CA 94612

INSURER A: American Automobile Ins. Co.
INSURER B: Endurance American Specialty Ins. Co
INSURER C:
INSURER D:
INSURER E:

COVERAGE

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab	MZG80922533	08/10/10	08/10/11	EACH OCCURRENCE	\$1,000,000
				FIRE DAMAGE (Any one fire)	\$100,000
				MED EXP (Any one person)	\$10,000
				PERSONAL & ADV INJURY	\$1,000,000
				GENERAL AGGREGATE	\$2,000,000
				PRODUCTS - COMP/OP AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MZG80922533	08/10/10	08/10/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
				AGGREGATE	\$
					\$
					\$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80985776	08/10/10	08/10/11	<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
OTHER Professional & Contractor's Pollution Liab.	ECC10100232802	10/10/10	10/10/11		\$1,000,000 per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

SCA Project #K-10073. Chabot Caldecott Tunnel Air Quality Grant project.
(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment of Premium

Oakland Unified School District
Attn: Susie Butler-Berkley
Facilities Planning & Management
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

[Signature]

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT.

Primary insurance and severability of interests apply per policy form.

Workers Compensation policy includes Waiver of Subrogation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

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 Attn: Susie Butler-Berkley Facilities Planning & Management 955 High Street Oakland, CA 94601	REF: SCA Project #K-10073. Chabot Caldecott Tunnel Air Quality Grant Project. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and all
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:

authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT.

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 a principal as a part of the same project

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Oakland Unified School District Attn: Susie Butler-Berkley Facilities Planning & Management 955 High Street Oakland, CA 94601	REF: SCA Project #K-10073. Chabot Caldecott Tunnel Air Quality Grant Project. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and all
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80985776

Issued to: SCA Environmental, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

We have a 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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

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 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Oakland Unified School District
Attn: Susie Butler-Berkley
Facilities Planning & Management
155 High Street
Oakland, CA 94601

REF: SCA Project #K-10073. Chabot Caldecott Tunnel Air Quality Grant Project. Oakland Unified School District, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as per the WRITTEN CONTRACT.





PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Chabot Caldecott Tunnel Air Qual. Grant	Site	Chabot Elementary School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	SCA Environmental, Inc.	Agency's Contact	Glenn R. Cass				
OUSD Vendor ID #	1057323	Title	Vice President				
Street Address	334 19 th Street, 2 nd Floor	City	Oakland	State	CA	Zip	94612
Telephone	(510) 645-6200	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	07115						

Term			
Date Work Will Begin	01/13/2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12/31/2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 3,260.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 365.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.				
Resource #	Resource Name	Org Key	Object Code	Amount
4040	Fund 40 - Grant	1069003890	6170	\$ 365.00
				\$

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 510-879-3873
1.	Capital Program Contract & Accounting Manager				
	Signature	Date Approved	2-1-11		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	2-1-11		
3.	Assistant Superintendent, Facilities Planning and Management				
	Signature	Date Approved	2-2-11		
4.	President, Board of Education				
	Signature	Date Approved			