

Board Office Use: Legislative File Info.	
File ID Number	11-2901
Committee	Facilities
Introduction Date	11/8/2011
Enactment Number	11-2430
Enactment Date	11-16-11 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 November 16, 2011

Subject Amendment No. 6, Professional Services Facilities Contract -
SCA Environmental, Inc. - Elmhurst Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 6, Professional Services Facilities Contract with SCA Environmental, Inc. for Testing Services on behalf of the District at Elmhurst Middle School Moderniz, in an amount not-to exceed \$1,900.00 increasing previous contract amount from \$34,421.98 to a not to exceed amount of \$36,321.98 and revising the end date from December 31, 2008 through June 30, 2011 to June 30, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Hazardous soil needs to be identified and properly disposed of per EPA standards.

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. 6, Professional Services Facilities Contract with SCA Environmental, Inc. for Testing Services on behalf of the District at Elmhurst Middle School Moderniz, in an amount not-to exceed \$1,900.00 increasing previous contract amount from \$34,421.98 to a not to exceed amount of \$36,321.98 and revising the end date from December 31, 2008 through June 30, 2011 to June 30, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is Revenue Code 9299, 9399, 9499.

Attachments

- Professional Services Contract including scope of work

Key Code:

2029901811-6170



AMENDMENT NO. 6 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 **June 18, 2007**, 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 additional services for waste characterization for the excavated soils at Elmhurst Elementary School, including sampling for CAM-17 metals and naturally occurring asbestos.</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>One year (days/weeks/months), and the amended expiration date is June 30, 2012.</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 \$1,900.00 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 <u>Thirty-six thousand, three hundred twenty-one dollars and ninety-eight cents (\$36,321.98)</u></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	11-28 2007	The scope of the project is to provide additional mold and asbestos abatement monitoring at the Elmhurst Small Schools site.	\$342.48
2	8-13-2008	The scope of the project is to provide asbestos and lead-based paint consulting services for the Elmhurst Schools Roofing project.	\$2,960.00
3	11-19- 2008	The scope of the project is to provide additional abatement monitoring services for the separate roofing project, due to a District requested change in scope.	\$8,462.48
4	1-13-2010	The scope of the project is to provide comprehensive surveys for asbestos, lead-based paints, and hazardous materials and prepare abatement specifications based on the surveys, due to a District requested change, whereas the survey will identify any hazardous building materials, which need to be removed through abatement procedures as mandated by law.	\$4,275.00
5	2-23-2011	The scope of the project is to provide abatement monitoring for the Elmhurst Modernization Small School Project in the "Auditorium renovation".	\$20,360.00

2011 OCT 19 A 10:33
 FILED
 CLERK OF SUPERIOR COURT
 AMENDMENT

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

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

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

CONTRACTOR

Glenn Cass
Contractor Signature Date 10/16/11

Glenn Cass, Vicepres- SCA
Print Name, Title B-9683

File ID Number: 11-2901
Introduction Date: 11-8-11
Enactment Number: 11-2430
Enactment Date: 11-16-11
By: 82

2011 OCT 18 A 10:33
FACILITIES PLANNING
MANAGEMENT

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: SCA Environmental, Inc.

Billing Rate: Nineteen hundred dollars and no cents (\$1,900.00)

Description of Services to be Provided

1. **Goals or Objectives**
Testing services
 2. **Description of Services to be Provided**
The scope of the project is to provide additional services for waste characterization for the excavated soils at Elmhurst Elementary School, including sampling for CAM-17 metals and naturally occurring asbestos.
 3. **Deliverables**
Testing report.
-

SCA

ENVIRONMENTAL, INC.

Engineering and Environmental Consultants

September 30, 2011

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

Eric.Scheuermann@consultant.ousd.k12.ca.us

RE: Proposal for Hazardous Materials Consulting Services
Elmhurst Middle School Auditorium Renovations
SCA Project No.: K-9683
SCA Proposal No: SCA-10-054B

Dear Eric:

SCA Environmental, Inc. (SCA) is pleased to provide this proposal for additional services for waste characterization of soils at Elmhurst Middle School. Sampling was conducted for waste characterization of the soil stockpile(s) from foundation drilling at the Auditorium. Sampling included 4 point composite analyses.

Sampling included analyses for CAM-17 metals and naturally occurring asbestos (serpentine rock) only as the soils represent naturally occurring materials with no suspected contamination. Analyses were completed by McCampbell Analytical, Inc.'s ELAP-certified laboratory #1644 in Pittsburg, CA for CAM-17 metals, VOCs, SVOC, PCBs, pesticides and TPH. Analytical Labs San Francisco conducted the analyses for asbestos.

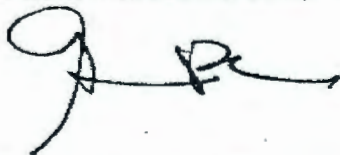
SCA proposes to perform this project on a time and materials basis for a not-to-exceed fee as below.

Task	Description	Quantity	Unit Price	Fee
A.	Waste Characterization			
	Sr. Consultant	2.5 Hr.	\$140	\$350.00
	McCampbell & ATEM Lab Analyses			\$1,500.00
	Misc. Travel, etc.			\$50.00
	Total			\$1,900.00

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
10/11/11

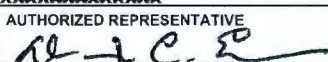
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 David C. Eckman	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED SCA Environmental, Inc. 650 Delancey Street, #222 San Francisco, CA 94107	INSURERS AFFORDING COVERAGE
	INSURER A: American Automobile Ins. Co.
	INSURER B: Endurance American Specialty Ins. Co
	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	MZG80935030	10/10/11	10/10/12	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> ContractualLiab				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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	MZG80935030	10/10/11	10/10/12	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
					AUTO ONLY: AGG \$	
	EXCESS LIABILITY				EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
	<input type="checkbox"/> DEDUCTIBLE				\$	
	<input type="checkbox"/> RETENTION \$				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80997646	10/10/11	10/10/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	OTHER Professional & Contractor's Pollution Liab.	ECC10100232803	10/10/11	10/10/12	\$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.
 REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434.
 (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	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 TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.	
AUTHORIZED REPRESENTATIVE 	

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-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and
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:

all 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-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and
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".

all 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. WZP80997646

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.

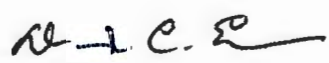
Schedule

Person or Organization

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

Job Description

REF: Elmhurst MS Modernization / OUSD
Project No. 06003 / SCA Project #B8434.
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	Elmhurst Middle School Modernization	Site	Elmhurst Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a solo provider		

Contractor Information			
Contractor Name	SCA Environmental, Inc.	Agency's Contact	Glenn R. Cass
OUSD Vendor ID #	1057323	Title	Project Manager
Street Address	334-19th Street	City	Oakland State CA Zip 94612
Telephone	510-645-6200	Policy Expires	10-10-2012
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
OUSD Project #	06003		

Term			
Date Work Will Begin	6-30-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 36,321.98
Pay Rate Per Hour (if hourly)	\$	if Amendment, Changed Amount	\$ 1,900.00
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 before completing requisition.				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2029901811	6170	\$ 1,900.00
				\$

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head	Charles Love	Phone	510-535-7081	Fax 510-679-3673
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	10-20-11	
	General Counsel, Department of Facilities Planning and Management				
2.	Signature		Date Approved	10-20-11	
	Assistant 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	11-0334
Committee	Facilities
Introduction Date	2-15-2011
Enactment Number	11-0333
Enactment Date	2-23-11 <i>83</i>

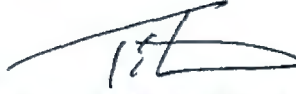


OAKLAND UNIFIED
SCHOOL DISTRICT

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. 5 - Professional Services Facilities Contract - SCA Environmental Inc. - Elmhurst Modernization Small Schools Project.

Action Requested Approval by the Board of Education of Amendment No. 5, Professional Services Facilities Contract with SCA Environmental Inc. for Air Quality Testing Services on behalf of the District at Elmhurst Modernization Small Schools Project, in an amount not to exceed \$20,360.00, increasing previous contract amount from \$14,061.98 to a not to exceed amount of \$34,421.98. All remaining portions of the agreement shall remain in full force and effects as originally stated.

Background This work is associated with the Elmhurst Modernization "Auditorium".

Local Business Participation Percentage 100.00%

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

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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. 5, Professional Services Facilities Contract with SCA Environmental Inc. for Air Quality Testing Services on behalf of the District at Elmhurst Modernization Small Schools Project, in an amount not to exceed \$20,360.00, increasing previous contract amount from \$14,061.98 to a not to exceed amount of \$34,421.98. 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 General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

2029901810



AMENDMENT NO. 5 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 June 18, 2007, 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>.
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>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide abatement monitoring for the Elmhurst Modernization Small School Project in the "Auditorium renovation".</u>		

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>.
If term is changed: The contract term is extended by an additional six months (days/weeks/months), and the amended expiration date is 12/31/2011 .		

3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u>.
If the compensation is changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$20,360.00 to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is Thirty four thousand, four hundred and twenty one dollars and ninety-eight cents (\$34,421.98).		

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.

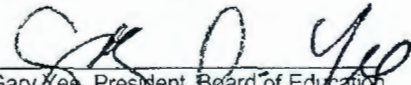
Amendment History:

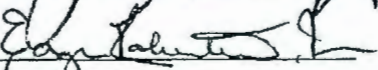
There are no previous amendments to this Agreement. **This contract has previously been amended as follows:**

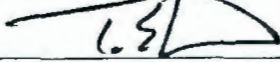
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	09/18/2007	To provide additional mold and asbestos abatement monitoring	\$342.48
2	04/03/2008	To provide asbestos and lead-based paint consulting	\$2,960.00
3	10/09/2008	To provide additional abatement monitoring services are needed for the separate roofing project.	\$1,324.50
4	11/19/2009	To provide comprehensive surveys for asbestos, lead-based paints, and hazardous materials and prepare abatement specifications based on the survey.	\$4,275.00

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


OAKLAND UNIFIED SCHOOL DISTRICT


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


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


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

CONTRACTOR


 Contractor Signature K-9083
 Date 1/31/11

Glenn Cass, V.Pres.
 Print Name, Title

File ID Number: 11-0334
 Introduction Date: 2-15-11
 Enactment Number: 11-0338
 Enactment Date: 2-23-11
 By: GW

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: Twenty thousand, three hundred and sixty dollars and no cents (\$20,360.00)

Description of Services to be Provided

The scope of the project is to provide assurance that the students and faculty are not exposed to hazardous materials during demolition of the existing Auditorium space.

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

LEGISLATIVE FILE

File ID No. 09-3413
Introduction Date 1-5-2010
Enactment No. 10-0118
Enactment Date 1/13/10
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
January 13, 2010

To: Board of Education
From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services
Subject: Amendment No. 4 - SCA Environmental - Elmhurst Middle School Modernization - Auditorium

ACTION REQUESTED

Approval by the Board of Education of Amendment No. 4 with SCA Environmental for Additional Surve Services on behalf of the District for the Elmhurst Middle School Modernization - Auditorium Project, increasing the contract by a not to exceed amount of \$4,275.00, increasing previous contract amount from \$9,786.98 to a not to exceed amount of \$14,061.98 and revising the end date from December 31, 2008 to June 30, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

The survey will identify any hazardous building materials, which need to be removed through abatement procedures as mandated by law. Proper abatement procedures protect students and other persons associated with the school.

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.

DISCUSSION

The scope of the project is to provide comprehensive surveys for asbestos, lead-based paints, and hazardous materials and prepare abatement specifications based on the surveys, due to a District requested change, whereas the survey will identify any hazardous building materials, which need to be removed through abatement procedures as mandated by law.

FISCAL IMPACT

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

RECOMMENDATION

Approval by the Board of Education of Amendment No. 4 with SCA Environmental for Additional Surve Services on behalf of the District for the Elmhurst Middle School Modernization - Auditorium Project, increasing the contract by a not to exceed amount of \$4,275.00, increasing previous contract amount from \$9,786.98 to a not to exceed amount of \$14,061.98 and revising the end date from December 31, 2008 to June 30, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 2029901810-6170

AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

SCA Environmental

FOR

Additional Services for the
Elmhurst Middle School Modernization - Auditorium Project

Project Number: 06003

OAKLAND UNIFIED SCHOOL DISTRICT

November 19, 2009

PLANNING
DEPARTMENT

AMENDMENT NO.4 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND SCA ENVIRONMENTAL
DATED AUGUST 21, 2007

This 4th Amendment is entered into this 19 day of November, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND SCA ENVIRONMENTAL ("CONSULTANT") for the Elmhurst Middle School Modernization - Auditorium.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional surveys services provided by CONSULTANT. Whereas the consultant is to provide comprehensive surveys for asbestos, lead-based paints, and hazardous materials and prepare abatement specifications based on the surveys, due to a District requested change, whereas the survey will identify any hazardous building materials, which need to be removed through abatement procedures as mandated by law.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The consultant is to provide comprehensive surveys for asbestos, lead-based paints, and hazardous materials and prepare abatement specifications based on the survey.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional survey services for the Elmhurst Middle School Modernization - Auditorium Project. The present fee of \$9,786.98 is hereby increased by a not-to-exceed amount of \$4,275.00 for a new total contract amount of \$14,061.98.


III. PROJECT SCHEDULE

Appendix C is hereby modified to extend the end date from December 31, 2008 to June 30, 2011.

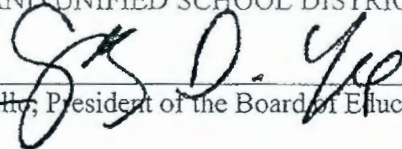
All remaining portions of the agreement shall remain in full force and effect as originally stated.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: SCA Environmental

By:  _____ K-9683 Dated: 11/30/09
Title: Vice President

OAKLAND UNIFIED SCHOOL DISTRICT

By:  _____ Dated: 1/14/10
Noel Gallo, President of the Board of Education

By:  _____ Dated: 1/14/10
Edgar Rakestraw, Jr., District Secretary

By:  _____ Dated: _____
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Approved as to form:

 _____ Dated: 12-18-09
Cate Boskoff, Facilities Counsel

Attachments: Agreement for Professional Services with SCA Environmental dated August 21, 2007.

Consultant: SCA Environmental
School: Elmhurst Middle School
Funding: General Obligation Bond-Measure B

DESCRIPTIONS (Continued from Page 1)

#B8434.

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-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and
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:

all 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-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and
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".

all 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. WZP80974538

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-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. 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.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/09/10

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 David C. Eckman

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

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

INSURER A: **American Automobile Ins. Co.**
INSURER B: **Endurance American Specialty Ins. Co**
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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	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
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	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 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80985776	08/10/10	08/10/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional & Contractor's Pollution Liab.	ECC10100232801	08/10/09	10/10/10	\$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.

REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434.

(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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



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-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and
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.

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

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 Oakland, CA 94601	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, the District's Consultants, and

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".

all 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-Beckley Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	REF: Elmhurst MS Modernization / OUSD Project No. 06003 / SCA Project #B8434. 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.



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.

FACILITIES PLANNING
AND MANAGEMENT
FACILITIES PLANNING
AND MANAGEMENT
2010 OCT 14 A 8:39
FACILITIES PLANNING
AND MANAGEMENT
2010 OCT 14 A 8:39

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its directors, officers, employees, agents & representatives.

Insurance is primary and noncontributory as per the policy wording.

ROUTING FORM

Elmhurst Middle School
**Modernization – Auditorium
 Amendment No. 4**

Check contract title: Professional Services Contract Amendment to PCS

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information			
Contractor Name	SCA Environmental		Contractor's Contact Person Glenn R. Cass
Street Address	334-19th Street		Title Project Manager
City	Oakland		Telephone 510-645-6200
State	CA	Zip Code 94612	Policy Expires 8-10-2010
Tax ID/Soc Sec #			OUSD Project # 06003
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	January 14, 2010	Date Work Will End By (not more than 5 years from start date)	June 30, 2011

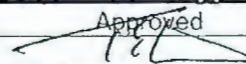

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$14,061.98
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 4,275.00
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #						Object				Amount					
				Site		Program		F	Unique										
2	1	2	2	2	0	2	9	9	0	1	8	1	0	-	6	1	7	0	\$4,275.00
																			\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information – Indicate the Number of Persons to Benefit from Services					
Grade Level (s)	Students		Teachers		Parents
Administrators	Others (Please Specify)				

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

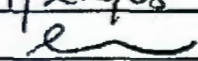
Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			12/12/09
Program Manager			
Contract Services			12-4-09
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:
----------------------	------------------------	--------------	--------------

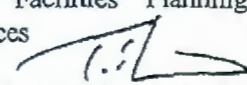
Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____	YTD \$ _____	Full Funding in Req. _____	Current Employee _____ Unit Member Work Conflict _____

LEGISLATIVE FILE

File ID No. 08-2640
Introduction Date 11-19-08
Enactment No. 08-2144
Enactment Date 11/22/08
By 

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
November 19, 2008

To: Board of Education

From: Roberta Mayor, Ed.D., Interim Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning &
Management, Buildings & Grounds and Custodial Services 

Subject: **Amendment No. 3 - SCA Environmental - Elmhurst Small Schools Project**

ACTION REQUESTED

Approval by Board of Education of Amendment No. 3 between the District and SCA Environmental for the latter to provide Additional Abatement Monitoring Services for the Elmhurst Small Schools Project, increasing the contract by a not to exceed amount of \$1,324.50, increasing previous contract amount from \$8,462.48 to a not to exceed amount of \$9,786.98 and revising the end date from August 21, 2007 to December 31, 2008. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

This work is required for the protection of students, staff, construction workers and other persons associated with the site.

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.

REW: TEW. PF

P:\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\SCA\Elmhurst Small Schools\Amendment 3\Template- Board memo-Amendment.1a.doc

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.

DISCUSSION

The scope of the project is to provide additional abatement monitoring services for the separate roofing project, due to a District requested change in scope.

FISCAL IMPACT

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

RECOMMENDATION

Approval by Board of Education of Amendment No. 3 between the District and SCA Environmental for the latter to provide Additional Abatement Monitoring Services for the Elmhurst Small Schools Project, increasing the contract by a not to exceed amount of \$1,324.50, increasing previous contract amount from \$8,462.48 to a not to exceed amount of \$9,786.98 and revising the end date from August 21, 2007 to December 31, 2008. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 2029901810-6265

AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

SCA Environmental

FOR

**Additional Services for the
Elmhurst Small Schools Project**

Project Number: 06003

OAKLAND UNIFIED SCHOOL DISTRICT

October 9, 2008

OAKLAND, CA 94601
HIGH STREET
2008 OCT 17 A 7:11
FACILITIES PLANNING
& MANAGEMENT
ACCOUNTING DEPARTMENT

AMENDMENT NO.3 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND SCA ENVIRONMENTAL
DATED JUNE 18, 2007

This 3rd Amendment is entered into this 9th day of October, 2008 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND SCA ENVIRONMENTAL ("CONSULTANT") for the Elmhurst Small Schools.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional abatement monitoring services provided by CONSULTANT. Whereas additional abatement monitoring services are needed for the separate roofing project, due to a District requested change in scope.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

To provide additional abatement monitoring services are needed for the separate roofing project.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional abatement monitoring services for the Elmhurst Small Schools Project. The present fee of \$8,462.48 is hereby increased by a not-to-exceed amount of \$1,324.50 for a new total contract amount of \$9,786.98.


III. PROJECT SCHEDULE

Appendix C is hereby modified to extend the end date from August 21, 2007 to December 31, 2008.

All remaining portions of the agreement shall remain in full force and effect as originally stated.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: SCA Environmental


By:  _____ K-8903.AS Dated: 10/13/08

Title: Glenn R. Cass, V. Pres

OAKLAND UNIFIED SCHOOL DISTRICT

By:  _____ Dated: 12/10/09
David Kakishiba, President of the Board of Education

By:  _____ Dated: 11/22/08
Edgar Rakestraw, Jr., District Secretary

By:  _____ Dated: _____
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management,
Buildings and Grounds and Custodial Services

Approved as to form:

 _____ Dated: 10-30-08
Cate Boskoff, Facilities Counsel

Attachments: Agreement for Professional Services with SCA Environmental dated June 18, 2007

Consultant: SCA Environmental
School: Elmhurst Middle School
Funding: General Obligation Bond-Measure B

ROUTING FORM

**Elmhurst Small Schools-
Amendment No. 3**

Check contract title: Professional Services Contract Amendment to PCS

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract instruction for further information.

Contractor Information			
Contractor Name	SCA Environmental	Contractor's Contact Person	Glenn R. Cass
Street Address	334-19th Street	Title	Project Manager
City	Oakland	Telephone	510-267-2723
State	CA	Zip Code	94612
Tax ID/Soc Sec #		Vendor #	
		OUSD Project #	06003
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	June 18, 2007	Date Work Will End By <small>(not more than 5 years from start date)</small>	December 31, 2008

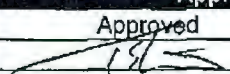
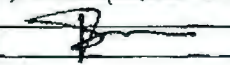
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$9,786.98
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$1,324.50
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #						Object			Amount						
				Site		Program			F					Uniquis					
2	1	2	2	2	0	2	9	9	0	1	8	1	0	-	6	2	6	5	\$1,324.50
													\$						

Name of Funding Source: General Obligation Bond-Measure B

Program Information – Indicate the Number of Persons to Benefit from Services					
Grade Level (s)	Students	Teachers	Parents		
Administrators	Others (Please Specify)				

OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.k12.ca.us
Telephone	510-879-2962	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			11/3/08
Program Manager			10/13/08
Contract Services			
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____ YTD \$ _____	Full Funding in Req. _____	Current Employee _____	Unit Member Work Conflict _____

LEGISLATIVE FILE

File ID No. 08-1719
Introduction Date 8-13-08
Enactment No. 08-1256
Enactment Date 08/13/08
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
August 13, 2008

To: Board of Education
From: Robera Mayor, Ed.D., Interim Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services
Subject: Amendment No. 2 to Agreement for Professional Services with SCA Environmental for additional Environmental Services for the Elmhurst Small Schools Project, in an additional amount not to exceed \$2,960.00, increasing previous contract amount from \$5,502.48 to a not to exceed amount of \$8,462.48 and revising the end date from August 21, 2007 to December 31, 2008.

ACTION REQUESTED

Approval by Board of Education for Amendment No. 2 on behalf of the District with SCA Environmental for Additional Environmental Services for the Elmhurst Small Schools Project, increasing the contract by a not to exceed amount of \$2,960.00, increasing previous contract amount from \$5,502.48 to a not to exceed amount of \$8,462.48 and revising the end date from August 21, 2007 to December 31, 2008. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

This work is required for the protection of students, staff, construction workers and other persons associated with the site.

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.

DISCUSSION

The scope of the project is to provide asbestos and lead-based paint consulting services for the Elmhurst Schools Roofing project.

FISCAL IMPACT

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

RECOMMENDATION

Approval by Board of Education for Amendment No. 2 on behalf of the District with SCA Environmental for Additional Environmental Services for the Elmhurst Small Schools Project, increasing the contract by a not to exceed amount of \$2,960.00, increasing previous contract amount from \$5,502.48 to a not to exceed amount of \$8,462.48 and revising the end date from August 21, 2007 to December 31, 2008. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 2029901810-6262

AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

SCA Environmental

FOR

**Additional Services for the
Elmhurst Small Schools Project**

Project Number: 06003

OAKLAND UNIFIED SCHOOL DISTRICT

April 3, 2008

FACILITIES PLANNING
& MANAGEMENT
COUNTING DEPARTMENT
2008 JUN 24 A 8:33
1700 HIGH STREET
OAKLAND, CA 94601

AMENDMENT NO.2 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND SCA ENVIRONMENTAL
DATED JUNE 18, 2007

This 2nd Amendment is entered into this 3rd. day of April, 2008 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND SCA ENVIRONMENTAL ("CONSULTANT") for the Elmhurst Small Schools.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional environmental services provided by CONSULTANT. Whereas consultant is to provide asbestos and lead-based paint consulting, due to a District requested change.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

To provide asbestos and lead-based paint consulting

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional environmental services for the Elmhurst Small Schools Project. The present fee of \$5,502.48 is hereby increased by a not-to-exceed amount of \$2,960.00 for a new total contract amount of \$8,462.48.

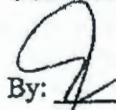
III. PROJECT SCHEDULE

Appendix C is hereby modified to extend the end date from August 21, 2007 to December 31, 2008.

All remaining portions of the agreement shall remain in full force and effect as originally stated.

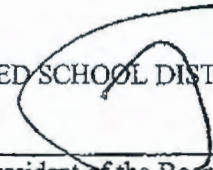
IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

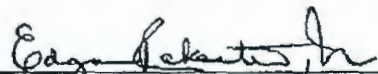
CONSULTANT: SCA Environmental


By:  _____ K-8903 Dated: 6/19/08

Title: Vice President

OAKLAND UNIFIED SCHOOL DISTRICT

By:  _____ Dated: 8/21/08
David Kakishiba, President of the Board of Education

By:  _____ Dated: 8/14/08
Edgar Rakestraw, Jr., District Secretary

By:  _____ Dated: 7/29/08
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management,
Buildings and Grounds and Custodial Services

Approved as to form:

 _____ Dated: 7.24.08
Cate Boskoff, Facilities Counsel

Attachments: Agreement for Professional Services with SCA Environmental dated June 18, 2007

Consultant: SCA Environmental
School: Elmhurst Middle School
Funding: General Obligation Bond-Measure B

ROUTING FORM

Check contract title: Professional Services Contract Amendment to PCS Elmhurst Middle School
 Elmhurst Small Schools *Amend 2*

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name	SCA Environmental			Contractor's Contact Person	Glenn Cass
Street Address	334-19th Street			Title	Project Manager
City	Oakland			Telephone	510-645-6200
State	CA	Zip Code	94612	Vendor #	
Tax ID/Soc Sec #				OUSD Project #	06003
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	June 18, 2007	Date Work Will End By <small>(not more than 5 years from start date)</small>	December 31, 2008

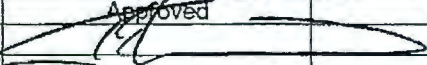
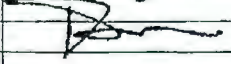
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$8,462.48
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$2,960.00
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #						Object				Amount					
				Site	Program			F	Unique										
2	1	2	2	2	0	2	9	9	0	1	8	1	0	-	6	2	6	2	\$2,960.00
\$																			

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services					
Grade Level (s)	Students	Teachers	Parents		
Administrators	Others (Please Specify)				

OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.k12.ca.us
Telephone	510-879-2962	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing		
	Approved	Denied
Principal/Division Head		
Program Manager		
Contract Services		
FCMAT Fiscal Advisors		
State Administrator		

Additional approvals may be needed if contract amount is greater than \$59,600

Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:
----------------------	------------------------	--------------	--------------

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____ YTD \$ _____	Full Funding In Req. _____	Current Employee _____	Unit Member Work Conflict _____

LEGISLATIVE FILE

File ID No.

07-1495

Introduction Date

12-19-07

Enactment No.

07-1352

Enactment Date

12/19/07

By

[Signature]

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the State Administrator

December 19, 2007

To: Vincent Matthews, Interim State Administrator for the Oakland Unified School District, and the Board of Education

From: Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services *[Signature]*

Subject: **Amendment No. 1 to Agreement for Professional Services with SCA Environmental for additional Mold Abatement Services for the Elmhurst Small Schools Project, in an additional amount not to exceed \$342.48, increasing previous contract amount from \$5,160.00 to a not to exceed amount of \$5,502.48.**

ACTION REQUESTED

Approve and authorize Amendment No. 1 with SCA Environmental for Additional Mold Abatement Services for the Elmhurst Small Schools Project, increasing the contract by a not to exceed amount of \$342.48, increasing previous contract amount from \$5,160.00 to a not to exceed amount of \$5,502.48. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

In process construction work uncovered mold and asbestos that need to be removed for the Elmhurst Small School site.

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

VM:TEW:SMB

PA\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\SCA\Elmhurst Small Schools\Amendment 1\Template- Board memo-Amendment.doc

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.

DISCUSSION

The scope of the project is to provide additional mold and asbestos abatement monitoring at the Elmhurst Small Schools site.

FISCAL IMPACT

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

RECOMMENDATION

Approve and authorize Amendment No. 1 with SCA Environmental for Additional Mold Abatement Services for the Elmhurst Small Schools Project, increasing the contract by a not to exceed amount of \$342.48, increasing previous contract amount from \$5,160.00 to a not to exceed amount of \$5,502.48. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 2029901810-6262

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

SCA Environmental

FOR

**Additional Services for the
Elmhurst Small Schools Project**

Project Number: 06003

OAKLAND UNIFIED SCHOOL DISTRICT

September 18, 2007

AMENDMENT NO.1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND SCA ENVIRONMENTAL
DATED June 18, 2007

This 1st Amendment is entered into this 18th day of September 18, 2007 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND SCA ENVIRONMENTAL ("CONSULTANT") for the Elmhurst Small Schools.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional mold abatement services provided by CONSULTANT. Whereas additional mold and asbestos abatement monitoring is needed at this site due to Unforeseen Condition whereas in the process of construction work mold and asbestos was uncovered.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for additional costs:

To provide additional mold and asbestos abatement monitoring.

II. COMPENSATION

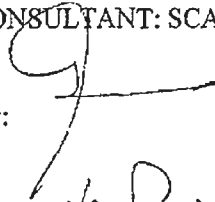
Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional testing services for the Elmhurst Small Schools Project. The present fee of \$5,160.00 is hereby increased by a not-to-exceed amount of \$342.48 for a new total contract amount of \$5,502.48.

All remaining portions of the agreement shall remain in full force and effect as originally stated.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its State Administrator, who is authorized to do so, has executed this Agreement.

CONSULTANT: SCA Environmental

By:



B-8434

Dated:

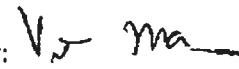
9/26/07

Title:

Vice President

OAKLAND UNIFIED SCHOOL DISTRICT

By:

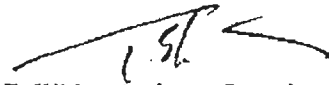


Vincent Matthews, Interim State Administrator
The Interim State Administrator

Dated:

12/19/07

By:



Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management,
Buildings and Grounds and Custodial Services

Dated:

1/16/07

Approved as to form and procedure:



Special Facilities Counsel

Dated:

11/13/07

Attachments: Agreement for Professional Services with SCA Environmental dated

Consultant: SCA Environmental
School: Elmhurst Small Schools
Funding: General Obligation Bond-Measure B

ROUTING FORM

Check contract title: Professional Services Contract Amendment to PCS **Elmhurst Small Schools- Amendment 1**

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract instruction for further information.

Contractor Information					
Contractor Name		SCA Environmental		Contractor's Contact Person	
Street Address		334-19th Street		Glenn R. Cass	
City		Oakland		Title	
State		CA		Project Manager	
Zip Code		94612		Telephone	
Tax ID/Soc Sec #				510-645-6200	
Vendor #				OUSD Project #	
06003				06003	
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	June 18, 2007	Date Work Will End By (not more than 5 years from start date)	August 21, 2007

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$5,520.48
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 342.48
Other Expenses		Requisition Number	

Budget Information																		
Funding Resources				Org Key #								Object				Amount		
				Site		Program				F	Unique							
2	1	2	2	2	0	2	9	9	0	1	8	1	0	6	2	6	2	\$342.48
\$																		

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services							
Grade Level (s)		Students		Teachers		Parents	
Administrators		Others (Please Specify)					

OUSD Contract Originator Information			
Name of OUSD Contact	Pauline Follansbee	Email	pauline.follansbee@secmail.ousd.k12.ca.us
Telephone	510-879-3668	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head	<i>[Signature]</i>		
Program Manager			
Contract Services	<i>Moeris @ sorry for Pauline Follansbee</i>		<i>9-25-07</i>
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

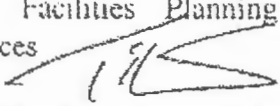
Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB	Fingerprint	YTD \$	Full Funding in Req. Current Employee Unit Member Work Conflict

LEGISLATIVE FILE

File ID No. 07-0829
Introduction Date 6-27-07
Enactment No. 07-0721
Enactment Date 6-27-07
By RJ

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the State Administrator
August 8, 2007

To: Kimberly Statham, Ph.D., State Administrator for the Oakland Unified School District, and the Board of Education

From: Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Agreement for Professional Services with SCA Environmental for Monitoring Services for Elmhurst Small Schools Project in an amount not-to-exceed \$5,160.00.

ACTION REQUESTED

Approval by the State Administrator of a Professional Services Agreement with SCA Environmental for Monitoring Services at Elmhurst Small Schools Project, in an amount not-to-exceed \$5,160.00. The term of this Agreement shall commence on June 18, 2007 and shall conclude no later than August 21, 2007.

BACKGROUND

Work is required to insure the safety and well-being of workers, staff and students at the Elmhurst Small Schools Project.

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.

DISCUSSION

The scope of the project is to provide hazardous material removal monitoring for the Elmhurst Small School.

FISCAL IMPACT

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

RECOMMENDATION

Approval by the State Administrator of a Professional Services Agreement with SCA Environmental for Monitoring Services at Elmhurst Small Schools Project, in an amount not-to-exceed \$5,160.00. The term of this Agreement shall commence on June 18, 2007 and shall conclude no later than August 21, 2007.

Key code: 2029901810-6262

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

SCA Environmental

FOR

**Elmhurst Small Schools
O.U.S.D. Project Number: 06003**

June 7, 2007

OAKLAND UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94606 (hereafter "District") and SCA ENVIRONMENTAL, 334-19th Street, Oakland, CA 94612 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services pertaining to provide hazardous material removal monitoring for the Elmhurst Small Schools Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself, as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

- 1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.
 - 1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:
 - 1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services
 - 1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses
 - 1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality
 - 1.1.1.4 Appendix D, Consultant's Billing Rates, Direct Costs
 - 1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.
 - 1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on June 18, 2007 and shall conclude no later than August 21, 2007.

3 Services Consultant Agrees to Perform

- 3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within the times specified.

3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B".

4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.

4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.

- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8 Indemnification and General Liability

- 8.1 Consultant 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 this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any

damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant 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. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant 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 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant 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 Consultant's or subcontractor's or sub-consultant'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.

11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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, Consultant 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 Consultant hereunder.

11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant 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 Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.

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

11.8.1 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 Suspension of Work

12.1 District may, without cause, order Consultant, 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 Consultant 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.

13 Termination of Agreement for Cause

13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

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

To Consultant: Glenn R. Cass
SCA Environmental
334-19th Street
Oakland, CA 94612

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analyses or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/District Employees/Assignment

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement, other than the sub-consultants listed herein:

none.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the

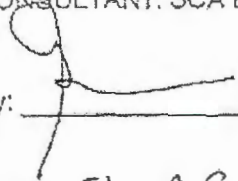
Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement; Modifications of Agreement

- 24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.
- 24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix C, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

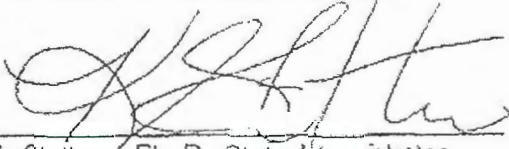
IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its State Administrator, who is authorized to do so, has executed this Agreement.

CONSULTANT: SCA Environmental

By: 
B-8434
Title: Glenn L. Cox, Vice President

Dated: 6/14/07

OAKLAND UNIFIED SCHOOL DISTRICT

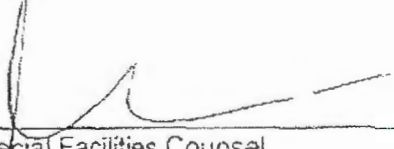
By: 
Kimberly Statham, Ph. D., State Administrator

Dated: 6/21/07

By: 
Timothy E. White,
Assistant Superintendent, Division of Facilities, Planning &
Management, Buildings and Grounds and Custodial Services

Dated: _____

Approved as to form and procedure:


Special Facilities Counsel

Dated: 6/20/07

- Attachments: Appendix A
- Appendix B
- Appendix C
- Appendix D

APPENDIX A

SCOPE OF WORK

The scope of the project is to provide asbestos and lead-based paint consulting services for abatement monitoring for the Elmhurst Middle School Summer 2007 Modernization Project. The proposal which will serve as the basis for this hazardous materials work is attached and forms an integral part of the contract.

The proposal is
to the extent that is subordinate to, and not inconsistent
with the terms and conditions of this Contract.

END OF APPENDIX A

APPENDIX B

COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a not to exceed fee of five thousand, one hundred and sixty dollars and no cents (\$5,160.00) for the Elmhurst Small Schools.

Work to be billed monthly on a time and material basis in conformance with the rate schedule on Appendix D.

REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

END OF APPENDIX B

APPENDIX C

PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

June 18, 2007 to August 21, 2007

PROJECT BUDGET:

The budget established for this scope of work is NOT TO EXCEED five thousand, one hundred and sixty dollars and no cents (\$5,160.00). The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget.

CONFIDENTIALITY AGREEMENT

This Confidentiality agreement is between SCA Environmental (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of consulting services for the Elmhurst Small Schools.

Consultant agrees to keep confidential and not disclose to anyone other than the State Administrator, his/her designee, and authorized personnel in the District's Facilities Planning & Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities Planning & Management of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed in this agreement does not create any interest expectation in any work to be performed.

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

END OF APPENDIX C

APPENDIX D

CONSULTANT'S BILLING RATES & DIRECT COSTS:

Cost of labor services shall be as follows:

SCA proposes to perform this project on a time and materials basis for a not-to-exceed amount of \$5,160.00.

Task	Description	Quantity		Unit Price	Fee
A	Field Observations – (3 regular shifts) Sr. Proj. Mgr.	27	hrs.	\$80	\$2,160
	Supplemental Surveys-Sr. Project Mg.	3	Hrs	\$80	\$240
	Project Management/ QA/QC	2	Hrs	\$140	\$280
	Project Meeting – Sr. Consultant (1 max.)	2	Hrs	\$140.00	\$280
	Administrative Support	1	Hrs	\$45.00	\$45
	Information Specialist	2	Hrs	\$65	\$65
	Additional Bulk Asbestos Samples (<8 hrs. turnaround)	6	Ea.	\$17.25	\$104
	XRF Rental	1	Day	\$250	\$250
	Perimeter Air Samples (3 daily)	9	Ea.	\$16.10	\$145
	Periodic Lead Air Samples (<24 hrs. turnaround)	6	Ea.	\$17.25	\$104
	TEM Clearance Air Samples (<8 hrs. turnaround)	5	Ea.	\$109.25	\$546
	Elevated PCM Sample Analysis by TEM (12-24 hrs. turnaround)	1	Ea.	\$92	\$92
	Report Preparation				\$400
	Misc. Pumps, Equipment & Supplies				\$499
	TOTAL				\$5,160

All rates stated herein will remain in effect through August 21, 2007. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past August 21, 2007.

END OF APPENDIX D



Environmental, Inc.

Engineering and Environmental Consultants

June 1, 2007
Revised June 5, 2007

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

Fax: (510) 879-1860
eric@remassociates.com

RE: Proposal for Asbestos and Lead-Based Paint Consulting Services
Elmhurst Middle School Summer 2007 Modernization
1800 98th Avenue, Oakland, CA
SCA Proposal No: SCA-07-214A

Dear Mr. Scheuermann:

SCA Environmental, Inc. (SCA) is pleased to provide this proposal for asbestos and lead-based paint consulting services for abatement monitoring for the Elmhurst Middle School summer 2007 Modernization Project in Oakland, CA. Survey documents, which will serve as the basis for this hazardous materials work, include:

- ACC Environmental Consultants, Inc.'s "Asbestos Survey Report, Elmhurst Junior High School (I.D.: 202), 1800 98th Avenue, Oakland, CA;" ACC Project No.: 3029-138.202, dated April 23, 2007.
- ACC Environmental Consultants, Inc.'s "Technical Specifications for Asbestos Abatement and Lead Control Procedures, Elmhurst Junior High School, 1800 98th Avenue, Oakland, CA;" ACC Project No.: 3029-1800.00, dated April 23, 2007.

Although the Project Specifications show all ACM within the Main Building and Cafeteria being abated, SCA understands that the work will be reduced to include abatement of the linoleum flooring in the Cafeteria, totaling about 2,500 sq. ft., stripping of paints from the wall paneling and beams, replacing PCB-containing lighting fixtures and removing non-ACM ceiling tiles in the 4 stairwells of the Main Building. The Project Site consists of the following abatement requirements:

Bldg	Area	Material	Sample I.D.	Estimated Qty.		Estimated Abatement Shifts	Estimated TEM Clearance Samples
Cafeteria	Serving Area, Classrooms & Restrooms	Yellow linoleum flooring	LN-3	~2,500	SF	3	5

The Abatement Work Plan does not limit the number of abatement shifts. SCA has estimated 3 8-hr. monitoring shifts to complete this work and a total of 5 TEM inside clearance air samples. Representative lead sampling will be conducted concurrent with SCA's asbestos monitoring.

Note that sampling by SCA on June 1, 2007 found the ceiling tile mastics in the Main Building to be non-asbestos. Confirmation sampling using the XRF found the lead content in the Cafeteria for the wall panels and beams to range between 0.00 and 0.01 mg/cm²; however, paints in the Main Building's stairwells generally are HUD-defined lead-based paints (see the attached table).

224 19th Street • Oakland, CA 94612 • (510) 645-6200 • FAX: (510) 839-6200
165 10th Street, Suite 100 • San Francisco, CA 94103 • (415) 703-8500 • FAX: (415) 703-0701
6777 West Century Blvd, Suite 1055 • Los Angeles, CA 90045 • (310) 268-0400 • FAX: (310) 268-0260
Oakland • San Francisco • Los Angeles

Scope of Work

SCA proposes to:

Task A - Abatement Monitoring:

1. Provide the services of a Cal/OSHA "Certified Site Surveillance Technician" (CSST) or 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 NVLAP-accredited laboratory, using phase contrast microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) method 7400. OUSD's Project Manager will be promptly notified (the following morning) of any unacceptable results.
2. Provide the services of an Jr. Industrial Hygienist or Environmental Scientist II to conduct periodic perimeter air and/or wipe sampling for lead to show the acceptability of dust control procedures at the project limits and as otherwise required to show compliance with the specifications.
3. Review the Contractor's pre-job submittals and preparation of the work area, prior to commencement of asbestos abatement procedures. The results of that review will be promptly reported to OUSD's Project Manager, along with SCA's recommendations on remedial actions needed prior to proceeding.
4. 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.
5. Provide the services of appropriate senior professional personnel to advise OUSD on technical matters arising during the course of the asbestos removal project and lead hazard issues.
6. Maintain a record of all relevant observations and findings made during the abatement project. A copy of this record will be provided to OUSD at the completion of the project.
7. Provide OUSD with daily reports on the abatement project. A comprehensive final report will be presented to OUSD within one month of completion of the abatement project.
8. Provide final asbestos clearance inspections and testing. This will include a rigorous visual inspection of all work surfaces to ensure that visible debris is not left in the work area.
9. Provide final asbestos clearance inspections and testing. This will include a rigorous visual inspection of all work surfaces to ensure that visible debris is not left in the work area. Note that SCA advocates conducting visual inspection only for demolition sites where reoccupancy is not scheduled.
10. Provide final visual inspections for lead as outlined in the Project Specifications for clearance purposes.
11. Analysis of periodic elevated PCM air samples by Transmission Electron Microscopy (TEM) to determine the cause for these elevated fiber levels generally associated with gypsum particulate and other non-asbestos demolition debris, which can not be differentiated by the PCM analytical method. The TEM samples will be analyzed in accordance with the procedures described in the Environmental Protection Agency Regulation 40 CFR Part 763, Asbestos-Containing Materials in Schools (AHERA regulations).

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 OUSD's behalf; these items are normally handled by the Abatement Contractor under the terms of the specifications.
4. Analysis of more than 6 additional bulk asbestos samples to cover inaccessible items not covered in the original surveys.
5. Environmental quality assurance services on weekends, double and swing shifts, or statutory holidays, if the Contractor chooses to work on those days, or work beyond the 3 simultaneous asbestos abatement and lead hazards monitoring shifts proposed herein.
6. Analysis of more than 1 elevated PCM perimeter sample by TEM, with a turn around of less than 24 hours or 5 TEM clearance air samples with a turn-around of under 24 hours.
7. Abatement scope outside the assumptions addressed herein due to schedule extensions, alternative measures, etc.

Insurance

SCA's insurance coverage includes the following:

- SCA's general liability coverage with American Insurance Co. (policy #MZX80860225 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 Insurance Co. (policy MZG80860225) has a combined single limit of \$1 million.
- SCA's workman's compensation policy with American Automobile Insurance Co. (policy WZP80942897) 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 American Safety Indemnity Company. (policy #PPL0143710601) with a \$1 million limit per claim and a \$2 million 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:

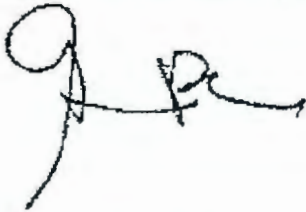
Task	Description	Quantity	Unit	Unit Price	Fee
A.	Field Observations (3 regular shifts) - Sr. Proj. Mgr.	27	hrs.	\$80	\$2,160
	Supplemental Surveys - Sr. Project Mgr.	3	Hrs.	\$80	\$240
	Project Management/ QA/QC	2	hrs.	\$140	\$280
	Project Meetings - Sr. Consultant (1 max.)	2	hrs.	\$140	\$280
	Administrative Support	1	Hrs.	\$45	\$45
	Information Specialist	2	Hrs.	\$65	\$65
	Additional Bulk Asbestos Samples (<8 hrs. turnaround)	6	ea.	\$17.25	\$104
	XRF Rental	1	Day	\$250	\$250
	Perimeter Air Samples (3 daily)	9	ea.	\$16.10	\$145

Task	Description	Quantity		Unit Price	Fee
	Periodic Lead Air Samples (<24 hrs. turnaround)	6	ea.	\$17.25	\$104
	TEM Clearance Air Samples (<8 hrs. turnaround)	5	Ea.	\$109.25	\$546
	Elevated PCM Sample Analyses by TEM (12-24 hrs. turnaround)	1	ea.	\$92	\$92
	Report Preparation				\$400
	Misc. Pumps, Equipment & Supplies				\$449
	Total				\$5,160

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

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

Sincerely,
 SCA ENVIRONMENTAL, INC.



Glenn R. Cass, PE, CIH
 Vice President

Rev: _____

file: SCA-07-214A
 disk: Proposal 2007-1 GRC

I authorize SCA Environmental, Inc. to proceed with this proposed scope of work.

 Name Title Date

Authorized Fee: \$5,160

Work Order No.: _____

Oakland Unified School District

POLARIZED LIGHT MICROSCOPY ANALYTICAL REPORT

EPA Method 600/R-93/116 or 600/M4-82-020

Page: 1 of 1

Contact: Glenn Cass	Samples Indicated: 2	Report No. 062871
Address: SCA Environmental, Inc. - Main	Reg. Samples Analyzed: 2	Date Submitted: Jun-04-07
334 19th Street	Split Layers Analyzed: 2	Date Reported: Jun-04-07
Oakland, CA 94612	Job Site / No. Elmhurst Middle School, 1800 98th Ave., Oakland CA	
	K-8434	

SAMPLE ID	ASBESTOS % TYPE	OTHER DATA		DESCRIPTION
		1) Non-Asbestos Fibers 2) Matrix Materials 3) Date/Time Collected 4) Date Analyzed		FIELD LAB
CLGL-101-1 Lab ID # 606-05285-001A	None Detected	1) 90-95% Cellulose 2) 5-10% Glue, Opq	3) Jun-04-07 4) Jun-04-07	PLM Asbestos Ceiling Tile-Brown
CLGL-101-1 Lab ID # 606-05286-001B	None Detected	1) None Detected 2) 99-100% Glue, Qtz, Opq, Other m.p.	3) 4) Jul-04-07	PLM Asbestos Glue-Brown
CLGL-101-2 Lab ID # 606-05286-002A	None Detected	1) 90-95% Cellulose 2) 5-10% Glue, Opq	3) 4) Jun-04-07	PLM Asbestos Ceiling Tile-Brown
CLGL-101-2 Lab ID # 606-05288-002B	None Detected	1) None Detected 2) 99-100% Glue, Qtz, Opq, Other m.p.	3) 4) Jun-04-07	PLM Asbestos Glue-Brown
Lab ID #		1) 2)	3) 4)	
Lab ID #		1) 2)	3) 4)	
Lab ID #		1) 2)	3) 4)	
Lab ID #		1) 2)	3) 4)	
Lab ID #		1) 2)	3) 4)	
Lab ID #		1) 2)	3) 4)	

Detection Limit of Method is Estimated to be 1% Asbestos Using a Visual Area Estimation Technique

Lab QC Reviewer: *Yamini Dix* Analyst: *Mark Blomquist*

ASBESTOS TEM LABORATORIES, INC.
www.asbestostemlabs.com

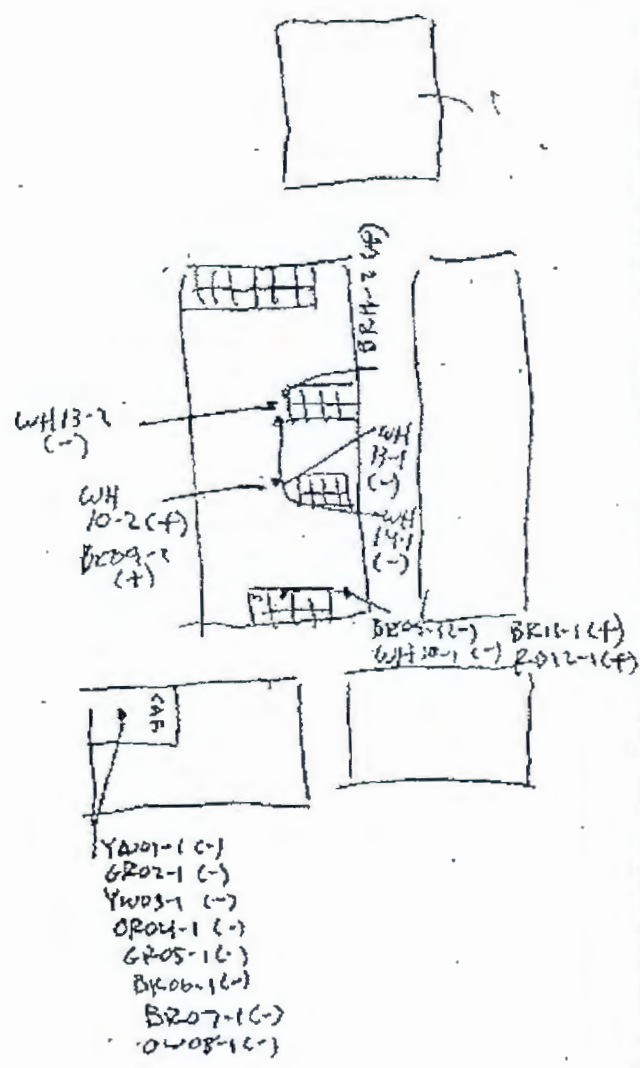
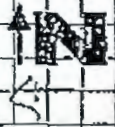
630 Bancroft Way, Berkeley CA 94710 (510) 704-8930
With Offices in Reno, NV (775) 859-3377

SCA

Environmental, Inc.
334 19th Street
Oakland, CA 94612
tel: (510) 645-6200
fax: (510) 839-6200

Title:	XRF SAMPLING LOCATIONS	
Project:	OUSD - ElmwoodMS	
Project No:	B-8404	
Drawn By:	JC	
Checked By:		
Date:	12/1/07	Scale: NTS

Figure 1



Paint Sampling Locations

- (+) = HUD-defined Lead-Based Point (Contains ≥ 5000 ppm Lead)
- (-) = Non-HUD-defined Lead-Based Point (Contains < 5000 ppm Lead)

ROUTING FORM

Check contract title: Professional Services Contract Amendment to PCS Elmhurst Small Schools

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Are any decisions were made... if so please specify so that we can ensure that the contractor will provide them. If there are no proposals.

Contractor Information				
Contractor Name	SCA Environmental		Contractor's Contact Person	Glenn R. Cass
Street Address	334-19th Street		Title	Project Manager
City	Oakland		Telephone	510-645-6200
State	CA	Zip Code	94612	Vendor #
Tax ID/Soc Sec #			OUSD Project #	06003
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.				

Term			
Date Work Will Begin	June 18, 2007	Date Work Will End By (not more than 5 years from start date)	August 21, 2007

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$5,160.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #								Object		Amount					
				Site		Program			F	Unique									
2	1	2	2	2	0	2	9	9	0	1	8	1	0	-	6	2	6	2	\$5,160.00
																			\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services							
Grade Level (s)		Students		Teachers		Parents	
Administrators		Others (Please Specify)					

OUSD Contract Originator Information			
Name of OUSD Contact	Pauline Follansbee	Email	pauline.follansbee@secmail.ousd.k12.ca.us
Telephone	510-879-3668	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head	<i>[Signature]</i>		6/20/07
Program Manager	<i>[Signature]</i>		6/14/07
Contract Services			
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only							
Dates of Clearance	Submitted by:			Email Address			
TB	Fingerprint	YTD \$	Full Funding in Req.	Current Employees	Unit Member Work Conflict		



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

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

Contractor Information			
Contractor Name	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 #	06003		

Term			
Date Work Will Begin	06/18/2007	Date Work Will End By (not more than 5 years from start date)	12/31/2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$34,421.98
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$20,360.00
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 before completing requisition.				
Resource #	Resource Name	Org Key	Object Code	Amount
	GO Bond Measure B	2029901810	6170	\$20,360.00
				\$

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-879-8389 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	2-1-11
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
	President, Board of Education			
4.	Signature		Date Approved	