

Board Office Use: Legislative File Info.	
File ID Number	16-0868
Introduction Date	5-11-2016
Enactment Number	16-0644
Enactment Date	5-11-2016



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Operations Officer *VEH*  
Roland Broach, Executive Director of Buildings, Custodial & Grounds  
Facilities Planning and Management *[Signature]*

**Board Meeting Date** May 11, 2016

**Subject** Independent Contractor Agreement for Professional Services - SCA Environmental, Inc. - Castlemont High School Intensive Support Site Project

**Action Requested** Approval by the Board of Education of an Independent Contractor Agreement for Professional Services between the District and SCA Environmental, Inc. for engineering and environmental Services at the Castlemont High School Intensive Support Site Project, in an amount not-to exceed \$27,685.00. The term of this Agreement shall commence on May 11, 2016 and shall conclude no later than December 31, 2016.

**Background** The scope includes collection of asbestos and hazardous materials data from the District's files. The majority of suspect materials covered by RGA Environmental' AHERA files are marked "assumed" and the bulk asbestos and XRF sampling will be needed in all building and area with proposed renovations. Conduct supplemental bulk asbestos sampling of flooring, walls, roofing, laid-in ceiling tiles, window caulking, caulkboards and mastics, sink undercoats, baseboard mastics, asphalt paving, and other miscellaneous suspect materials as discovered. Conduct supplemental XRF sampling to determine the lead content of painted substrates inclusive of the demolition. Prepare detailed hazardous materials abatement plans and specifications.

**Discussion** Work is required to have monitoring services when hazardous material is being removed to ensure that it's properly disposed.

**LBP** (Local Business Participation Percentage) 0.00%

**Procurement Method** Materials, Supplies, Equipment and/or Services under the bid limit \$87,000.00

**Recommendation** Approval by the Board of Education of an Independent Contractor Agreement for Professional Services between the District and SCA Environmental, Inc. for engineering and environmental Services at the Castlemont High School Intensive Support Site Project, in an amount not-to exceed \$27,685.00. The term of this Agreement shall commence on May 11, 2016 and shall conclude no later than December 31, 2016.

## Fiscal Impact

## Measure J

## Attachments

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



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 16-0868

**Department:** OUSD Facilities

**Vendor Name:** SCA Environmental

**Project Name:** Castlemont Intensive Support Site (ISS) **Project No.:** 15104

**Contract Term:** Start Date: 5-11-2016 End Date: 12/31/2016

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$ 27,685.00

**Approved by:** Tadashi Nakadegawa/Roland Broach

**Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy?** Yes ☒ No ☐

**Why was this Vendor selected?**

There was an RFQ process for hazardous materials testing services for OUSD projects. This vendor was selected from that pool after submitting a proposal for this project based on their credentials and past work with the district.

**Summarize the services this Vendor will be providing.**

Abatement monitoring services, field testing of area where work is set to occur, and XRF sampling to determine lead content of painted substrates inclusive of the demolition.

**Was this contract competitively bid?** Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

The fee proposal is comparable to the other vendors on similar projects. Professional services contracts are not competitively bid however we followed the RFQ process. SCA Environmental was selected based upon qualifications.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☒ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**



## OAKLAND UNIFIED SCHOOL DISTRICT

### INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

#### SCA Environmental, Inc.

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the **29th day of March, in the year 2016**, between the **Oakland Unified School District** ("District") and **SCA Environmental** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

**WHEREAS**, the District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

**WHEREAS**, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project is to provide services for the Castlemont High School Intensive Support Site. Includes asbestos and hazardous materials, abatement monitoring, daily report and observation. Provide final asbestos clearance inspections and testing as outlined in Project Specifications. Review contractor's pre-job submittals and preparation of work area, prior to commencement of asbestos abatement procedures. Provide environmental quality assurance service including perimeter air quality monitoring and inspection of enclosures during all asbestos-related work. Collect air samples and analyzed the same day that they were collected.

2. **Term.** Contractor shall commence providing services under this Agreement on **May 11, 2016**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **December 31, 2016**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input type="checkbox"/> W-9 Form
<input type="checkbox"/> Bonds (as requested by District)	<input type="checkbox"/> Other: Fingerprinting
<input checked="" type="checkbox"/> Debarment Certificate	

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount**



**not-to-exceed Twenty thousand, six hundred eighty-five dollars and no cents (\$27,685.00).** District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **Zero (\$0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
  - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of



termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

**11.3. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 11.3.1. material violation of this Agreement by the Contractor; or
- 11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

**11.4.** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

**12. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

**13. Insurance.**

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

- 13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)



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

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

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

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

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

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.



14. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor



to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

- 22. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

- 23. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- 24. Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

- 25. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- 26. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**Oakland Unified School District**

955 High Street  
Oakland, CA 94601

**Attn: Tadashi Nakadegawa**

Tel: 510-535-7038

**Contractor**

SCA Environmental  
1 Lakeside Drive, Suite 215  
Oakland, CA 94612

**Attn: Glenn R. Cass**

Tel: 510-645-6200

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

- 27. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the

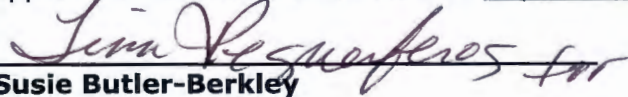


District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

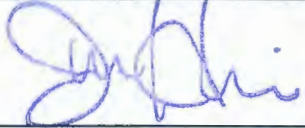
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

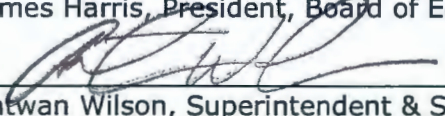
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation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

  
**Susie Butler-Berkley**  
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

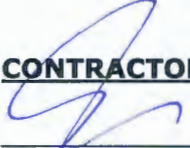
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
James Harris, President, Board of Education 5/12/16  
Date

  
Antwan Wilson, Superintendent & Secretary, Board of Education 5/12/16  
Date


  
Roland Broach, Executive Director, Buildings, Custodial & 4-5-16  
Grounds, Facilities Planning and Management Date

**CONTRACTOR**

  
By: Glen R. Cass K-11955 3/29/16  
Its: Vice President Date

**APPROVED AS TO FORM:**

  
OUSD Facilities Legal Counsel 4.5.16  
Date

File ID Number: 16-0868  
Introduction Date: 5-11-2016  
Enactment Number: 16-0644  
Enactment Date: 5-11-2016  
By: 



**Information regarding Contractor:**

Contractor: SCA Environmental Inc.  
License No.: 401544 Oakland  
Address: 1 Lakeside Dr. #215  
Oakland CA 94612  
Telephone: (510) 517-1119  
Facsimile: (415) 962-0736  
E-Mail: gcass@sc-environmental.com  
Type of Business Entity:  
☐ Individual ☐ Sole  
☐ Proprietorship  
☐ Partnership ☐ Limited  
☐ Partnership  
☐ Limited Liability Company  
☒ Corporation, State: CA.  
☐ Other: \_\_\_\_\_

**EIN** 94-3154575  
Employer Identification and/or Social  
Security Number

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

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**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 3/29/16  
Proper Name of Contractor: SCA Environmental Inc.  
Signature: [Signature]  
Print Name: Glean Cass 16-11955  
Title: Vice President

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

**EXHIBIT A**  
**Scope of Services**

See the attached Proposal from the Contractor:





ENVIRONMENTAL, INC.

Engineering and Environmental Consultants

## EXHIBIT A

February 22, 2016

Mr. Al Anderson  
Oakland Unified School District  
Facilities Design & Construction  
955 High Street  
Oakland, CA 94621

[Al.Anderson@ousd.k12.ca.us](mailto:Al.Anderson@ousd.k12.ca.us)

RE: Proposal for Hazardous Materials Consulting Services  
Castlemont High School Renovations  
8601 MacArthur Blvd., Oakland, CA 94605  
SCA Project No. K-11955  
SCA Proposal No: SCA-16-045

Dear Al:

SCA Environmental, Inc. (SCA) is pleased to provide this proposal for asbestos and lead-based paint consulting services for surveys, preparation of design documents and abatement monitoring for the proposed renovations at Castlemont High School in Oakland, CA. The initial survey and design calls for electrical and plumbing improvements to the FabLab and some services to the FARM container. This work includes service connections to the Boiler Plant and work within the former ROTC rifle range. Abatement monitoring during this phase is anticipated to be minimal with some cleanup of lead contamination of the rifle range required. Construction for this phase is anticipated during the Summer 2016 period.

The second phase includes Courtyard and Media Center (Library) revisions, including build-out with new floors within the Library. Work will include replacement of floors and furniture and painting of the space throughout. The school is also anticipated to have Kitchen and Weight Room upgrades and some repainting. The second phase of renovation will start field work in the summer of 2017

### Scope of Work

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

#### Task A: 100% CD Documents

1. Collect asbestos and hazardous materials data from the District's files. Please note that the majority of suspect materials covered in RGA Environmental's AHERA files on this campus are marked 'assumed' and that bulk asbestos and XRF sampling will be needed in all building and areas with proposed renovations.
2. Conduct supplemental bulk asbestos sampling of flooring, walls, roofing, laid-in ceiling tiles, window caulking, caulkboards and mastics, sink undercoats, baseboard mastics, asphalt paving, and other miscellaneous suspect materials as discovered.
3. Conduct supplemental XRF sampling to determine the lead content of painted substrates inclusive of the demolition.
4. Prepare detailed hazardous materials abatement plans and specifications.

#### Task B: Other Services

1. Attend 1 bid walk and 1 pre-construction meeting for each phase.

### Task C: Abatement Monitoring Phase

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 day) of any unacceptable results.
2. 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.
3. 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.
4. Provide the services of appropriate senior professional personnel to advise OUSD on technical matters arising during the course of the asbestos removal.
5. 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.
6. 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.
7. Provide final asbestos clearance inspections and testing as outlined in the Project Specifications. This will include a rigorous visual inspection of all work surfaces to ensure that visible debris is not left in the work area.

### **Schedule**

SCA's design documents will be completed for the FabLab work in February 2016 with abatement scheduled to be completed during the Summer of 2016. Phase 2 abatement is expected to occur in the Summer of 2017.

### **Additional Services Available But Not Within the Current Scope of Work**

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

1. Abatement monitoring services beyond the 15 full-time monitoring shifts noted herein.
2. Analyses of more than 75 bulk asbestos samples if work extend to other buildings or the scope of work is increased.
3. Notification of, or negotiation with regulatory agencies on your office's behalf; these items are normally handle by the Abatement Contractor under the terms of the specifications.
4. Preparation of employee and/or tenant notifications of asbestos survey results as required under the Connelly Bill.
5. Asbestos awareness training of janitorial and maintenance staff as required under the OSHA and ASHARA regulations.
6. Survey and abatement monitoring scope outside the assumptions addressed herein due to schedule extensions, access delays, increase scope of renovations or demolition, etc.

### **Insurance**

SCA's insurance coverage includes the following:

- SCA's general liability coverage with American Automobile Insurance Co. (policy #MZG80958383 has



annual limits of \$1 million per occurrence \$1 million for fire damage; \$1 million for personal injury and \$2 million general aggregate per project.

- SCA's automotive liability insurance with American Automobile Insurance Co. (policy MZG80958383) has a combined single limit of \$1 million.
- SCA's workman's compensation policy with American Automobile Insurance Co. (policy WZP81021814) includes statutory limits with \$1 million per accident, \$1 million per employee per disease and \$1 million policy limit.
- SCA's umbrella liability policy with National Union Fire Insurance Company (policy EBU054059566) includes \$4 million per occurrence and \$4 million aggregate.
- SCA's professional liability insurance includes pollution coverage with Evanston Insurance Company (policy #14CPLOSE20064) with a \$1 million limit per claim and a \$2 million annual aggregate limit.

#### Fee

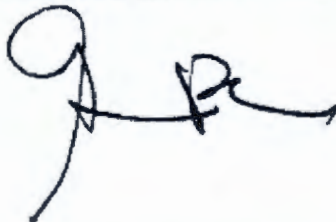
SCA proposes to perform this project on a time and materials basis for a not-to-exceed fee as noted in the attached Fee Schedules (broken down separately for design and monitoring. The not-to-exceed fee includes:

School	Scope	Budget
Castlemont HS Renovations	Design Services	\$5,750
	Abatement Monitoring & Waste Characterization Services	\$21,935
	Total	\$27,685

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) 517-1119 or [gcass@sca-enviro.com](mailto:gcass@sca-enviro.com).

Sincerely,  
SCA ENVIRONMENTAL, INC.



Glenn R. Cass, PE, CIH  
Vice President

file: SCA-16-045  
disk: Proposal 2016-1 GRC

**EXHIBIT B**  
**Hourly Personnel Rates**  
**and**  
**Schedule of Fees and Charges**



## Hazmat Design Services

**Project:** Castlemont HS Renovations

**Proposal Due Date:** 2/22/2016

**IH Firm:** SCA Environmental, Inc.

**Contact:** Glenn Cass, PE, CIH

**Email Address:** [gcass@sca-enviro.com](mailto:gcass@sca-enviro.com)

**Scope of Work:** Provide hazardous materials consulting services in accordance with the District's Outlined Scope of Work . See Attached Proposal SCA-16-045 for Additional Scope of Work Documentation.

### Task 1: Hazardous Materials Pre-design Investigation (Surveys, Data Analysis & Reporting)

#### Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Senior Project Professional	Surveys, Data Analysis & Reporting	8	\$170.00	\$1,360.00
Project Professional	Surveys, Data Analysis & Reporting		\$90.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	0.5	\$65.00	\$32.50
<b>Total Other Costs</b>				<b>\$1,392.50</b>

#### Other Costs

Item	No. of Item	Fixed Unit Rate	Total
PLM Analysis (3 to 5 Day Turnaround Time {TAT})	75	\$11.00	\$825.00
PLM Point Count Analysis - 1,200 Point Count (3 to 5 Day TAT)	3	\$86.25	\$258.75
PCB Analyses	3	\$50.00	\$150.00
XRF Rental (Daily Rate)	2	\$250.00	\$500.00
Office Consumables	1	\$100.00	\$100.00
<b>Total Other Costs</b>			<b>\$1,833.75</b>
<b>TOTAL TASK 1</b>			<b>\$3,226.25</b>

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

#### Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Senior Project Professional	Haz. Mat. Plans & Specs. Meetings w/AOR	6	\$170.00	\$1,020.00
Project Professional	Abatement Cost Estimates		\$90.00	\$0.00
Drafter	CAD, Drafting	0	\$75.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	1	\$65.00	\$65.00
Office Consumables		1	\$40.00	\$40.00
				<b>\$1,125.00</b>
<b>TOTAL TASK 2</b>				<b>\$1,125.00</b>

### Task 3: Other Services

#### Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Senior Project Professional	Attendance to 1 Bid Walk & Pre-Construction Mtgs	8	\$170.00	\$1,360.00
Administrative Support	Clerical, Data Entry, etc.		\$65.00	\$0.00

Office Consumables (Reproduction, Plans, Shipping, etc.)	1	\$38.75	\$38.75
Total Labor Costs			\$1,398.75
TOTAL TASK 3			\$1,398.75

TOTAL: Tasks 1-3			\$5,750.00
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## Hazmat Monitoring Services

**Project:** Castlemont HS Renovations

**Proposal Due Date:** 2/22/2015

**IH Firm:** SCA Environmental, Inc.

**Contact:** Glenn Cass, PE, CIH

**Email Address:** [gcass@sca-enviro.com](mailto:gcass@sca-enviro.com)

**Scope of Work:** Provide hazardous materials consulting services in accordance with the District's Outlined Scope of Work provided at the District. See Attached Document for Additional Scope of Work Documentation (SCA Proposal No. SCA-16-045).

### Task 1: Submittal Reviews & Spec Preparation

#### Labor

Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Senior Project Professional	Review of Submittals	2	\$170.00	\$340.00
Senior Project Professional	Spec. Preparation		\$170.00	\$0.00
Project Professional	Pre - Construction Meeting		\$170.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	1	\$65.00	\$65.00
Office Consumables			\$10.00	\$0.00
<b>Subtotal</b>				<b>\$405.00</b>
<b>TOTAL TASK 1</b>				<b>\$405.00</b>

### Task 2: Inspection & Abatement Monitoring

#### Labor

Labor Category	Description of Work	No. of Hours / Shifts	Hourly Rate	Total
Project Professional	Site Coordination	10	\$170.00	\$1,700.00
Administrative Support	Clerical, Data Entry, etc.		\$65.00	\$0.00
Field Technician - Regular	4-Hour		\$90.00	\$0.00
	8-Hour	120	\$90.00	\$10,800.00
	10-Hour		\$90.00	\$0.00
	12-Hour		\$90.00	\$0.00
Field Technician - Premium	4-Hour		\$117.00	\$0.00
	8-Hour		\$117.00	\$0.00
	10-Hour		\$117.00	\$0.00
	12-Hour		\$117.00	\$0.00
<b>Total Labor Costs</b>				<b>\$12,500.00</b>

#### Other Costs

Item	No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour	45	\$18.00	\$810.00
TEM (AHERA) - Rush	30	\$145.00	\$4,350.00
Lead (wipe/air) - 24 hour	16	\$20.70	\$331.20
NVA Analysis - 24 hour		\$95.00	\$0.00
Office Consumables	15	\$50.00	\$750.00
<b>Total Other Costs</b>			<b>\$6,241.20</b>
<b>TOTAL TASK 2</b>			<b>\$18,741.20</b>



**Task 3: Final Test and Acceptance Sampling****Labor**

Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Project Professional	Final Dust Wipe Sampling	8	\$90.00	\$720.00
Administrative Support	Clerical, Data Entry, etc.		\$65.00	\$0.00
<b>Total Labor Costs</b>				<b>\$720.00</b>

**Other Costs**

Item		No. of Item	Fixed Unit Rate	Total
Lead Analysis - Wipes	24 hr. turn-around	24	\$25.00	\$600.00
Lead Water - Water	3 Day Turn Around		\$12.65	\$0.00
Water Sampling Bottles	For Water Sampling		\$6.00	\$0.00
Shipment Consumables			\$40.00	\$0.00
Total Other Costs				\$600.00

**TOTAL TASK 3****\$1,320.00****Task 4: Project Closeout****Labor**

Labor Category	Description of Work	No. of Hours	Hourly Rate	Total
Senior Project Professional	Q/A	4	\$170.00	\$680.00
Project Professional	Report Preparation	6	\$90.00	\$540.00
Administrative Support	Clerical, Data Entry, etc.	2	\$65.00	\$130.00
Office Consumables		1	\$118.80	\$118.80
<b>Total Other Costs</b>				<b>\$1,468.80</b>

**TOTAL TASK 4****\$1,468.80****Task 5: Soil Waste Characterization****Labor**

Labor Category	Description of Work	No. of Units	Unit Rate	Total
Senior Project Professional	Sr. Management QA/QC	0	\$150.00	\$0.00
Project Professional	Field Investigations	0	\$85.00	\$0.00
TPH (g,d,mo) per 8015	McC Campbell	0	\$57.50	\$0.00
BTEX	McC Campbell	0	\$57.50	\$0.00
VOCs per 8260B + trip blank	McC Campbell	0	\$74.75	\$0.00
SVOCs per 8270C	McC Campbell	0	\$207.00	\$0.00
PAHs per 8100 mod.	McC Campbell	0	\$109.25	\$0.00
PCBs & Pesticides per 8082	McC Campbell	0	\$143.75	\$0.00
CAM-17 Metals	McC Campbell	0	\$189.75	\$0.00
STLC & TCLP (5 metals)	McC Campbell	0	\$126.50	\$0.00
CARB 435 (Asbestos)	ATEM	0	\$86.25	\$0.00
Reactivity, Corrosivity & pH	McC Campbell	0	\$143.75	\$0.00
Sr. Consultant Report Preparation	Report Preparation	0	\$150.00	\$0.00
Sampling Supplies, Shipping, etc.		0	\$100.25	\$0.00
<b>Total Other Costs</b>				<b>\$0.00</b>

**TOTAL TASK 5****\$0.00**



**TOTAL: Task 1-4**

**\$21,935.00**

SCA-16-045 Castlemont HS Costs Monitoring

## **FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.



Date:

3/29/16

Name of Consultant or Company:

SCA ENVIRONMENTAL, Inc.

Signature:



Print Name and Title:

Glenn Cass, Vice President

K-11955

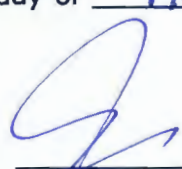
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither SCA Environmental Inc. [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 29th day of March 2014 for the purposes of submission of this Agreement.

By:

 K-11955  
\_\_\_\_\_  
Signature  
Glenn Cass  
\_\_\_\_\_  
Typed or Printed Name  
Vice President  
\_\_\_\_\_  
Title



**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/30/2016

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

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

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090 David C. Eckman</b>	<b>CONTACT NAME:</b> Doris A. Chambers <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> dchambers@dealeyrenton.com														
<b>INSURED</b> <b>SCA Environmental, Inc.</b> <b>650 Delancey Street, Suite 222</b> <b>San Francisco, CA 94107</b>	<table border="1"> <thead> <tr> <th data-bbox="817 420 1445 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1445 420 1590 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="817 451 1445 483"><b>INSURER A:</b> American Automobile Ins. Co.</td> <td data-bbox="1445 451 1590 483">21849</td> </tr> <tr> <td data-bbox="817 483 1445 514"><b>INSURER B:</b> Evanston Insurance Company</td> <td data-bbox="1445 483 1590 514"></td> </tr> <tr> <td data-bbox="817 514 1445 546"><b>INSURER C:</b></td> <td data-bbox="1445 514 1590 546"></td> </tr> <tr> <td data-bbox="817 546 1445 577"><b>INSURER D:</b></td> <td data-bbox="1445 546 1590 577"></td> </tr> <tr> <td data-bbox="817 577 1445 609"><b>INSURER E:</b></td> <td data-bbox="1445 577 1590 609"></td> </tr> <tr> <td data-bbox="817 609 1445 634"><b>INSURER F:</b></td> <td data-bbox="1445 609 1590 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> American Automobile Ins. Co.	21849	<b>INSURER B:</b> Evanston Insurance Company		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<b>X</b>	<b>X</b>	<b>MZG80964296</b>	<b>10/10/2015</b>	<b>10/10/2016</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>X</b>	<b>X</b>	<b>MZG80964296</b>	<b>10/10/2015</b>	<b>10/10/2016</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <b>N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>N/A</b>	<b>N/A</b>	<b>WZP81028993</b>	<b>10/10/2015</b>	<b>10/10/2016</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>B</b>	<b>Professional &amp; Contractor's Pollution Liab.</b>			<b>15CPLOSE20064</b>	<b>10/10/2015</b>	<b>10/10/2016</b>	<b>\$1,000,000 per Claim</b> <b>\$2,000,000 Annl Aggr.</b>

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

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

**REF: SCA Project No. K-11955 Castlemont High School ISS Project. GENERAL**

**LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its directors, officers, employees, agents and representatives.**

**CERTIFICATE HOLDER****CANCELLATION**

**Oakland Unified School District**  
**Attn: Susie Butler-Berkley**  
**Contracts**  
**955 High Street**  
**Oakland, CA 94601**

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

AUTHORIZED REPRESENTATIVE

*al-202*

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# Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: SCA Environmental, Inc.

Policy Number: MZG80964296

Producer: Dealey, Renton & Associates

Effective Date: 10/10/2015

This endorsement modifies insurance provided under the following:

## Commercial General Liability Coverage Part

### Schedule

#### Name Of Additional Insured Person(s) Or Organization(s)

Oakland Unified School District  
Attn: Susie Butler-Berkley  
Contracts  
955 High Street

#### Location(s) Of Covered Operations

NAME OF PERSON OR ORGANIZATION CONTINUATION: Oakland Unified School District, its directors, officers, employees, agents and representatives.

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

nsured: SCA Environmental, Inc.

Policy Number: WZP81028993

Effective Date: 10/10/2015

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

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

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

**SCHEDULE**

**Person or Organization**

**Job Description**

Oakland Unified School District

Attn: Susie Butler-Berkley

Contracts

55 High Street

NAME OF PERSON OR ORGANIZATION CONTINUATION: Oakland Unified School District, its directors, officers, employees, agents and representatives.

Countersigned by



Authorized Representative



**Oakland Unified School District**

Facilities Planning and Management

955 High Street  
Oakland, CA 94601  
(510) 535-2728  
(510) 535-7040



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools,  
Thriving Students*

**LETTER OF TRANSMITTAL**

Date	Friday, March 04, 2016
To	OUSD
Address	955 High Street Oakland, CA 94601
Attention	Susie Butler-Berkley
Regarding	
Project #	15104
Project Name:	Castlemont Intensive Support Site

Delivered Via: Messenger/Hand Delivered

Package Transmitted:

Copies	Date	Description
1	2/29/2016	Agreement Request - SCA Environmental (\$27,685)

**REMARKS:**



## INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
<b>Project Name</b>	Castlemont Intensive Support Site	<b>Site</b>	301
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
<b>Contractor Name</b>	SCA Environmental, Inc.	<b>Agency's Contact</b>	Glenn Cass				
<b>OUSD Vendor ID #</b>	V062776	<b>Title</b>	Project Manager				
<b>Street Address</b>	1 Lakeside Drive, Suite 215	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94612
<b>Telephone</b>	510-645-6200	<b>Policy Expires</b>	10-10-2016				
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	15104						

Term			
<b>Date Work Will Begin</b>	5-11-2016	<b>Date Work Will End By</b> (not more than 5 years from start date)	12-31-2016

Compensation			
<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$27,685.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.				
<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
9450	Measure J	3019905890	6170	\$27,685.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
1.	<b>Director, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	4/6/16	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	4.5.16	
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	4.5.16	
4.	<b>Senior Business Officer</b>			
	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		