PROFESSIONAL SERVICES AGREEMENT

Environmental Consulting Services

This agreement, entered into this 13th day of June, 2012, between the San Leandro Unified School District at 14735 Juniper Street, San Leandro, California 94579 (hereinafter called Client) and Belinda P. Blackie, P.E., R.E.A. (hereinafter called Consultant). P.E. license number C56448, R.E.A. license number REA-06746, for the purpose of providing Client with Consultant's Professional services.

It is contemplated that, from time to time, Client will request Consultant to provide certain Professional services and at that time, Client and Consultant will execute a Professional Services Work Order which will incorporate by reference the terms and conditions of this Professional Services agreement. By executing this Professional Services agreement, Client is not bound to retain Consultant and Consultant is not bound to perform any services absent a subsequent, validly executed Professional Services Work Order.

Article I: Consultant's Services

Consultant will be obligated to provide such services as are described in the attached Professional Services Work Order. The Consultant's services will be performed in accordance with generally accepted Professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed and the Consultant makes no other warranty either expressed or implied.

Article II: Client's Responsibilities

The Client shall provide complete, accurate, and timely information regarding its requirements for the project and shall designate by name a project representative authorized to act on its behalf. The Client shall examine documents or other instruments of service submitted by Consultant and shall render any decisions necessary promptly in order to avoid unreasonable delay. The Client shall also provide any additional services, other than those which Consultant is responsible to provide, which are reasonably necessary to complete the project, including but not limited to accurate and complete surveys and/or reports, geotechnical engineering services, testing services, inspections, and reports required by law. Client shall also make arrangements for Consultant's access to any location required for Consultant to provide its services.

Article III: Ownership of Documents

Letters, reports, and any other instruments of service to be provided by Consultant shall remain the property of Consultant and shall not be used by the Client on any other project or for completion of this project by others without the written authorization of Consultant.

Article IV: Successors and Assigns

The Client and Consultant each bind themselves, their successors, and permitted assigns to the agreement. Neither Client nor Consultant shall assign or transfer its interests in this agreement without the prior written consent of the other; however Consultant shall have the right to subcontract portions of the services to qualified subconsultants.

BELINDA P. BLACKIE, P.E., R.E.A.
1355 POE LANE
SAN JOSE, CA 95130
PHONE/FAX: (408) 260-8627

Article V: Miscellaneous Provisions.

A. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events or conditions beyond the other party's control.

B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

C. This agreement may be terminated by either party upon seven days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement and/or the applicable Professional Services Work Order.

D. This agreement and any applicable Professional Services Work Order constitute the entire agreement between the parties and there are no conditions, agreements, or representatives between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

E. All claims, disputes, and other matters in question between the parties to this agreement, for projects totaling $5,000 or more, arising out of, or relating to, this agreement or the breach thereof, shall be submitted to non-binding Mediation under the auspices of a mutually agreed upon Mediation Service experienced in handling construction related disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed. In the event any matter is litigated, the parties hereby agree to waive their right to trial by jury and agree that any dispute shall be decided by a court trial without a jury.

F. The Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of, persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyls (PCBs), or other toxic substances.

G. Client agrees and covenants to limit the liability of the Consultant, their subconsultants and all of their employees, agents, and officers (hereinafter the Consultant) to the Client and to all construction Contractors and Subcontractors on the project arising from the Consultant's performance or non-performance of this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed $500,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of said Contractors and all Subcontractors a similar limitation of the liability of the Consultant and of the Client, to said Contractors and Subcontractors due to the Consultant's performance or non-performance of this agreement. Neither Consultant nor Client shall be liable to the other for consequential or indirect damages of any kind.

In witness thereof, the parties hereto have accepted, made, and executed this agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:	Belinda P Blackie	Client:	_____ (Signature)
Name:	Belinda P. Blackie, P.E., R.E.A.	Name:	_____
Title:	Principal	Title:	_____
Address:	1355 Poe Lane San Jose, CA 95130	Address:	_____

PROFESSIONAL SERVICES WORK ORDER

Compilation of CDE-Required Data

Girls Incorporated Property, 13666 E. 14th Street, San Leandro, CA

This agreement, entered into the 13th day of June 2012, between the San Leandro Unified School District (hereinafter called Client) and Belinda P. Blackie, P.E., R.E.A. (hereinafter called Consultant), for services in connection with the following project: compilation of CDE-required data for proposed acquisition of Girls Incorporated property. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated June 13, 2012, which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

Evaluation of CDE school safety factors not yet considered in previously-prepared Phase I environmental site assessment report, including proximity to airports, identification of high-voltage power lines on or near site, identification of hazardous air emissions and hazardous materials users/waste generators within ¼ mile of site, proximity of site to propane tanks, proximity of site to railroad tracks, proximity of site to major roadways, proximity of site to water pipelines/storage tanks, and identification of hazardous materials/waste pipelines on the site.

Compilation of information and preparation of a letter summarizing the assessed CDE school safety factors.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

Services to be performed for a fixed fee of $2,000.

In witness thereof, the parties hereto have accepted, made, and executed this agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:	Belinda P Blackie	Client:	_____ (Signature)
Name:	Belinda P. Blackie, P.E., R.E.A.	Name:	_____
Title:	Principal	Title:	_____
Address:	1355 Poe Lane San Jose, CA 95130	Address:	_____

BELINDA P. BLACKIE, P.E., R.E.A.
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