

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-0121
Introduction Date	3-8-2023
Enactment Number	23-0434
Enactment Date	3/8/2023 CJH



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

**Board Meeting Date** March 8, 2023

**Subject** General Services Agreement – TRC Environmental Corporation – Oakland International High School Intrusion Alarm Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of General Services Agreement by and between the District and TRC Environmental Corporation, San Francisco, California, for the latter to provide environmental services which consist of hazardous material abatement consulting services of the project, asbestos and lead-containing paint specifications, bid walk site meetings, prepare close-out reports, abatement oversight, and air monitoring services, for the Oakland International High School Intrusion Alarm, in the not-to-exceed amount of \$21,205.00, with the work scheduled to commence on March 9, 2023, and scheduled to last until December 31, 2023, pursuant to the Agreement.

**Discussion** Consultant is providing environmental services at the Oakland International High School Intrusion Alarm Project and was selected based on (a) demonstrated competence and professional qualifications (Government Code §4526), and (b) a fair, competitive RFP selection process (Government Code §§4529.10 et seq.).

**LBP (Local Business Participation Percentage)** 50.00%

**Recommendation** Approval by the Board of Education of General Services Agreement by and between the District and TRC Environmental Corporation, San Francisco, California, for the latter to provide environmental services which consist of hazardous material abatement consulting services of the project, asbestos and lead-containing paint specifications, bid walk site meetings, prepare close-out reports, abatement oversight, and air monitoring services, for the Oakland International High School Intrusion Alarm, in the not-to-exceed amount of \$21,205.00, with the work scheduled to commence on March 9, 2023, and scheduled to last until December 31, 2023, pursuant to the Agreement.

**Fiscal Impact** Fund 25 Capital Facilities Fund

**Attachments**

- Contract Justification Form
- Agreement, including Exhibits
- Routing Form



**CONTRACT JUSTIFICATION FORM**

**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**Legislative File ID No. 23-0121**

**Department: Facilities Planning and Management**

**Vendor Name: TRC Environmental Corporation**

**Project Name Oakland International High School Intrusion Alarm**

**Project No.: 21103**

**Contract Term: Intended Start: 3-9-2023**

**Intended End: December 31, 2023**

**Total Cost Over Contract Term: \$21,205.00**

**Approved by: Tadashi Nakadegawa**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

TRC Environmental Corporation was chosen directly based on scores through an RFP process.

**Summarize the services or supplies this contractor or vendor will be providing.**

TRC Environmental Corporation will provide environmental services which consist of hazardous material abatement consulting services of the project, asbestos and lead-containing paint specifications, bid walk site meetings, prepare close-out reports, abatement oversight, and air monitoring services, for the Oakland International High School Intrusion Alarm Project.

**Was this contract competitively bid?  Check box for "Yes" (If "No," leave box unchecked)**

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The district received proposals through an RFQ/P process, which includes review/scoring of proposals. TRC Environmental Corporation was selected based on the highest interview scores and because their prices were fair and reasonable compared to the prices submitted by the other responding consultants.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- Contractor is providing environmental consulting services for the Oakland International High School Intrusion Alarm project for the District.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **March 9, 2023** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **TRC Environmental Corporation** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Oakland International High School Intrusion Alarm Project (“Project”): To provide environmental services which consist of hazardous material abatement consulting services of the project, asbestos and lead-containing paint specifications, bid walk site meetings, prepare close-out reports, abatement oversight, and air monitoring services. The Basic Services include all work described in the January 6, 2023, proposal, which is attached to this Agreement as *Exhibit A*. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** The term for performance of the Services shall begin on **March 9, 2023**, and shall end on **December 31, 2023** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **TWENTY-ONE THOUSAND TWO HUNDRED FIVE DOLLARS NO/100 (\$21,205.00)**, which consists of a not-to-exceed amount of **TWENTY-ONE THOUSAND TWO HUNDRED FIVE DOLLARS NO/100 (\$21,205.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **ZERO (\$0)** for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even

if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than One Million \$1,000,000 each occurrence and Two Million \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than One Million \$1,000,000 each occurrence and Two Million \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive

all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

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\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.



21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
23. **Time.** Time is of the essence for performance of the Services under this Agreement.
24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.
30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:
- ~~Roof project certification (if required; see Public Contract Code §3006).~~
  - Fingerprinting Notice and Acknowledgement.
  - ~~Iran Contracting Act Certification.~~
  - Workers' Compensation Certification.

- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.


Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

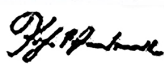
32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

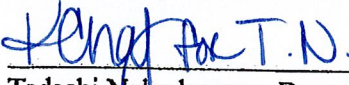
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**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

 3/9/2023  
 \_\_\_\_\_ Date  
 Mike Hutchinson, President  
 Board of Education

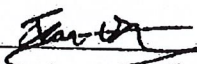
 3/9/2023  
 \_\_\_\_\_ Date  
 Kyla Johnson-Trammell, Superintendent  
 and Secretary, Board of Education

 2/9/23  
 \_\_\_\_\_ Date  
 Tadashi Nakadegawa, Deputy Chief,  
 Facilities Planning and Management

Address for District Notices:  
 955 High Street  
 Oakland, CA 94601

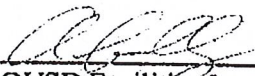
**CONTRACTOR:**

**TRC ENVIRONMENTAL CORPORATION**

By:   
 Name: Jan Dirk  
 Title: Senior Project Manager  
 Date: 2/1/23

Address for Contractor Notices:  
 436 14<sup>th</sup> Street, Suite, 1020  
 Oakland, CA 94612

**Approved As To Form:**

 2/8/23  
 \_\_\_\_\_ Date  
 OUSD Facilities Legal Counsel

**Exhibit A**

**Scope of Basic Services**



505 Sansome St., Suite 1600  
San Francisco, CA 94111

T 415.434.2600  
TRCcompanies.com

January 6, 2023

Mr. William Newby  
Project Manager  
Cordoba Corporation  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
955 High Street  
Oakland, CA 94601  
Phone: 510-532-2802  
Fax: 510-535-7042

**VIA email to:** [william.newby@oustd.org](mailto:william.newby@oustd.org)

**Re: Proposal for Hazardous Materials Consulting Services:  
Oakland International High School  
4521 Webster Street  
Oakland, California 94609  
TRC Promo No: 528907.9990.0000**

Dear Mr. Newby,

TRC Environmental Corporation (TRC) is pleased to submit this proposal to the Oakland Unified School District (Client) to provide hazardous materials consulting services at the above-referenced property, including delivery of asbestos abatement and lead-related construction specifications, attendance at a contractor bid walk, and asbestos abatement and lead-related demolition oversight and air monitoring services. The hazardous materials consulting services are being requested prior to the planned renovation of the various structures at the Oakland International High School ("Site") that will impact asbestos-containing material (ACM) and assumed lead-containing paint (LCP) per your request to TRC on December 15, 2022. Please find below our project understanding, anticipated project scope, fees, proposed project schedule, and business terms.

## **BACKGROUND**

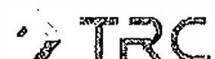
Various ACMs have been identified at the Site according to the findings within the *Asbestos Hazard Emergency Response Act (AHERA) Inspection Report* prepared by Professional Service Industries, dated October 4, 2019. Client has requested that TRC provide a proposal for the delivery of asbestos abatement and lead-related construction specifications, attendance at a contractor bid walk, and ACM abatement and lead-related demolition oversight and air monitoring services, including final visual inspections and asbestos air clearances. Following completion of the asbestos abatement and lead-related demolition project, a close-out report will be prepared and issued to Client detailing the work activities and air monitoring data collected during the project.

## **SCOPE OF WORK**

TRC proposes to complete the following scope of work, including delivery of final report, as described herein. Upon receipt of notice to proceed, TRC will coordinate with Client regarding the project schedule and deliverables.

### ***Task 1: Specifications for Abatement of Asbestos and Lead-Containing Paint***

TRC will provide abatement project scope of work, abatement specifications for ACM and assumed LCP. The abatement specifications will be based upon the requirements of federal, state, and local regulators such as U.S. Environmental Protection Agency (EPA), California Environmental Protection Agency (Cal/EPA), California Department of Public Health (CAL DPH), and California Division of Occupational Safety and Health (Cal/OSHA).



The abatement specifications will be based on information obtained provided within the *Asbestos Hazard Emergency Response Act (AHERA) Inspection Report* prepared by Professional Service Industries, dated October 4, 2019, and any other survey reports provided to TRC by Client. The hazardous materials removal specifications will be prepared by a California Department of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC) and California Department of Public Health (CDPH) Certified Lead Project Monitor (CLPM) and will be based upon the requirements of federal, state, and local regulations. The specifications will be reviewed by a Certified Industrial Hygienist (CIH).

**Task 2: Bid Walk and Pre-Construction Meeting Services**

TRC will attend an in-person pre-bid abatement contractor job walk at the Site, to be held at a mutually agreed upon time. TRC will also attend an in-person pre-construction meeting prior to the commencement of the abatement project.

**Task 3: Asbestos Abatement Oversight and Air Monitoring Services**

TRC will provide asbestos abatement oversight during asbestos abatement activities estimated to be completed over ten (10) 8-hour shifts. TRC's proposed services will include oversight of the abatement contractor's work practices, area air monitoring, and visual inspections. Asbestos abatement project oversight will be performed by a CAC or a Certified Site Surveillance Technician (CSST), under the direct supervision of a CAC.

Area air monitoring will be accomplished using the National Institute of Occupational Safety and Health (NIOSH) 7400 Method. Air sample analysis shall utilize Phase Contrast Microscopy (PCM). PCM air samples will be collected using high-volume air sampling pumps, calibrated prior to sampling at a flow rate between approximately 4.0 and 15.0 liters per minute (LPM), with a calibration check upon completion of the sampling procedures. The selected air flow rate chosen for sample collection may vary and will be at the discretion of the TRC representative conducting the air sampling. The type or intended purpose of the air sample along with site conditions are factors in determining the sample air flow rate.

TRC will perform project management, site surveillance/inspections and air monitoring during the abatement activities, and provide certified staff to complete the following:

- Participate in daily meetings with the abatement supervisor and Client's representatives, if available, regarding potential safety issues and project progress.
- Air monitoring during abatement activities will help ensure that airborne contaminant levels are not being surpassed per contract document (specifications) and/or regulatory limits and that fiber levels outside the regulated area are within regulatory and specified guidelines.
- Review each work area, prior to commencement of asbestos abatement activities.
- Perform ongoing observations of the work areas, to document that abatement work is being carried out safely and in compliance with the requirements of the specification, or regulatory requirements, and to collect abatement progress data.
- Maintain a record of relevant observations and findings made during the abatement project. A copy of this record will be provided to Client at the completion of the project.
- TRC will conduct a visual inspection of work surfaces to help ensure that visible debris is not left in the work area(s) and will conduct final air clearance for interior abatement work areas only.

**Task 4: Lead-Related Demolition Oversight Services**

TRC will provide oversight during the removal of building components assumed to be coated with LCP in conjunction with the estimated ten (10) 8-hour shifts of asbestos abatement oversight. TRC's proposed services will include

oversight of the contractor's lead work practices and visual inspections. Lead-related demolition oversight will be performed by a CDPH Certified Sampling Technician or Project Monitor.

No perimeter air sampling for lead will be conducted during this phase of work.

#### **Task 5: Close-Out Report**

At the end of the abatement project, TRC will prepare a project specific close-out report that will include the following applicable project documents: daily logs, air monitoring results, TRC project monitor certification(s), and observations.

#### **COST ESTIMATE**

TRC will provide the services described/defined herein on a not to exceed fee basis based on an estimated ten (10) 8-hour shifts. The estimated not to exceed fee cost for completing the above scope of services is as follows and will be invoiced on a not to exceed sum basis:

Task 1	Abatement Specifications	\$2,840
Task 2	Bid Walk and Pre-Construction Meeting Abatement Oversight and	\$2,544
Tasks 3 and 4	Air Monitoring - Ten (10) 8-hour shifts	\$13,580 (\$1,358 per shift)
Task 5	Close-Out Documentation	\$2,240
<b>Estimated Project Total</b>		<b>\$21,205</b>

TRC will not exceed the above estimated amount without prior written authorization from Client. The not to exceed fee price is based on two in-person meetings and ten (10) 8-hour shifts of oversight. No activities outside the scope of work will be performed without prior written consent by Client. Client will be informed of any additional time or sample costs prior to their occurrence.

#### **ASSUMPTIONS**

The following assumptions provide the basis upon which TRC's proposed costs were developed for the project:

- No delays beyond TRC's control are encountered in performing the scope of work and all areas of the branch are available for access during the abatement project.
- TRC will have timely, complete and unobstructed access to the property, as applicable to perform the requested scope of work.
- Requested site visits, other than for the bid walk, pre-construction meeting and abatement oversight, will require additional compensation based on time and materials for the requested effort.
- According to schedule information provided by Client, the abatement work shall be limited to ten (10) 8-hour shifts. Additional work shifts will require written authorization prior to TRC mobilization.
- For any scheduled work shifts cancelled within less than twenty-four (24) hours, Client will be subject to a cancellation base fee of one half (1/2) of the per shift rate specified above.
- TRC will include the collection/analyzing of up to four (6) PCM air samples, including two (2) blanks per work shift, to be submitted to an accredited laboratory with a 24-hour turnaround time (TAT) requested. Analysis of additional air samples within a work shift shall be charged at \$8.24/sample for a 24-hour laboratory TAT. Also included are up to ten (10) PCM air samples to be submitted to an accredited laboratory with a RUSH (same day) TAT requested, to be utilized only when the project schedule requires it.
- Site visits by the TRC project manager, aside from the bid walk and pre-construction meeting, are not anticipated and are not included in offered pricing.
- Client understands that travel, mileage, per diem and other such expenses may be incurred in association with field work and those costs are included in offered pricing.

- Preliminary notice to be filed; Owner/Client to submit owner and financial institution information.
- This proposal excludes bonds, site security, prevailing wages, reconstruction of removed materials and systems, re-establishment of mechanical and/or electrical systems, removal of any existing equipment, parts, pallets, drums, or debris that will hinder the removal process, removal of any other materials, solid or liquid, hazardous or non-hazardous, that have not been specified within this proposal.
- Any activities beyond those specified in the scope of work will be considered supplemental services and will be invoiced on a time-and-materials basis or covered under a separate, written proposal. However, no such services will be undertaken without Client's authorization.

## CLOSING

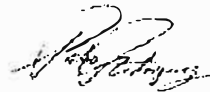
TRC appreciates the opportunity to be of service to the Oakland Unified School District on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,

### TRC Environmental Corporation



Ian Dirk, CAC, CDPH  
Senior Project Manager, BSI  
Cell: 415.238.4522



Pedro Rodriguez-Mendez, CDPH, CAC  
California BSI Practice Leader  
Cell: 949.491.6375

Attachment: TRC Proposal Terms and Conditions

Agreed to and Authorized by:

\_\_\_\_\_  
Mr. William Newby  
Project Manager  
Cordoba Corporation  
OAKLAND UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Date

**Exhibit B**  
**Hourly Rates**



## Professional Fees

Description	Bill Rate (2022)	Bill Rate (2023)	Bill Rate (2024)	Bill Rate (2025)	Bill Rate (2026)
Project Manager/CAC/CDPH (PM Time, Surveys, Oversight, Report Writing, etc)	\$150.00	\$150.00	\$150.00	\$160.00	\$165.00
Industrial Hygienist/CSST/CDPH (Surveys, Oversight, etc.)	\$120.00	\$120.00	\$120.00	\$130.00	\$135.00
CIH - Quality Manager/Senior Technical Review (Consulting, Report Review, etc)	\$220.00	\$220.00	\$220.00	\$2300.00	\$235.00
Administrative (Clerical)	\$90.00	\$90.00	\$90.00	\$100.00	\$105.00
Max Daily Trip Charge (One Person - Field Work, Travel and Mileage)	\$1,400.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,550.00
Equipment	Daily Fee (2022)	Daily Fee (2023)	Daily Fee (2024)	Daily Fee (2025)	Daily Fee (2026)
Biopump (Spore Trap Sampling)	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14
Jerome Mercury Vapor Analyzer (1 week)	\$1,200.00	\$1,236.00	\$1,273.08	\$1,311.27	\$1,350.61
Lab Analysis Fees	Per Sample (2022)	Per Sample (2023)	Per Sample (2024)	Per Sample (2025)	Per Sample (2026)
PCM Air (24 hour)	\$8.00	\$8.24	\$8.49	\$8.74	\$9.00
PCM Air (RUSH)	\$21.00	\$21.63	\$22.28	\$22.95	\$23.64
PLM (3 Day)	\$9.00	\$9.27	\$9.55	\$9.83	\$10.13
PLM (1 Day)	\$13.00	\$13.39	\$13.79	\$14.21	\$14.63
Lead Paint Chip (3 Day)	\$10.00	\$10.30	\$10.61	\$10.93	\$11.26
Lead Paint Chip (1 Day)	\$13.00	\$13.39	\$13.79	\$14.21	\$14.63
Lead Air Sample (1 Day)	\$13.00	\$13.39	\$13.79	\$14.21	\$14.63
PCB Bulk Sample (w/Soxhlet Extraction) (10 Day)	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/02/2023

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main sections: PRODUCER (Greyling Ins. Brokerage/EPIC) and INSURED (TRC Environmental Corporation, TRC Companies, Inc.). Includes contact information for Jerry Noyola and a list of insurers (A-F) with their NAIC numbers.

COVERAGES CERTIFICATE NUMBER: 22-23 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.

Main table listing insurance coverages (A-F) including Commercial General Liability, Automobile Liability, Umbrella Liability, Excess Liability, Workers Compensation and Employers' Liability, and Professional Liability. Columns include policy numbers, effective/expiration dates, and limits.

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

Re: Oakland International High School Intrusion Alarm Project - General Services Agreement. The District and District Parties are named as Additional Insureds with respects to General Liability where required by written contract.

Table with 2 columns: CERTIFICATE HOLDER (Oakland Unified School District) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

**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
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 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
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;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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" 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".

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 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	Oakland International High School Intrusion Alarm	<b>Site</b>	353
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**Basic Directions**

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

<b>Contractor Name</b>	TRC Environmental Corporation	<b>Agency's Contact</b>	Ian Dirk				
<b>OUSD Vendor ID #</b>	004361	<b>Title</b>	Sr. Project Manager				
<b>Street Address</b>	255 California Street, Suite 400	<b>City</b>	San Francisco	<b>State</b>	CA	<b>Zip</b>	94111
<b>Telephone</b>	415-238-4522	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	21103						

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	3-9-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2023
		<b>New Date of Contract End (If Any)</b>	

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$21,205.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

**Budget Information**

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

Resource #	Funding Source	Org Key	Object Code	Amount
9021/9849	Fund 25 Capital Facilities Fund	250-9021-0-9849-8500-6270-353-9180-9000-9999-21103	6270	\$21,205.00

**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>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>	2/9/23	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	Lozano Smith, approved as to form	<b>Date Approved</b>	2/8/23	
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	Kathy Ar T. Nakadegawa	<b>Date Approved</b>	2/9/23	
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>		<b>Date Approved</b>		
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	Mike Hutchinson, President, Board of Education	<b>Date Approved</b>	3/9/2023	