

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-0434
Introduction Date	3-23-2022
Enactment Number	22-0538
Enactment Date	3-23-2022 CJH



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
 Adashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

**Board Meeting Date** March 23, 2022

**Subject** General Services Agreement – HERTZ Environmental, Inc. – Claremont Middle School Multipurpose Room and Kitchen 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 HERTZ Environmental, Inc., San Francisco, California, for the latter to provide Stormwater Pollution Prevention Plan (SWPPP) consulting services which consist of assisting the District with preparation of pre-bid coordination, planning and contract specifications, prepare a Storm Water Pollution Prevention Plan (SWPPP), conduct Qualified SWPPP Practitioner Site Inspection, Reporting, Training, Permit Monitoring and Stormwater Multiple Application & Report Tracking System (SMARTS), for the **Claremont Middle School Multipurpose Room and Kitchen Project**, in the not-to-exceed amount of **\$21,500.00**, which includes a not-to-exceed contingency fee of **\$3,000.00** for additional services, with work scheduled to commence on **March 24, 2022**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

**Discussion** The consultant will provide Pre-Bid Planning and Cordination; preparation of Storm Water Pollution Prevention Plan (SWPPP); QSP Site Inspection, Reporting, and Permit Compliance (SMARTS Management. Consultant was selected without competitive bidding based on the RFP and demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

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

**Recommendation** Approval by the Board of Education of General Services Agreement by and between the District and HERTZ Environmental, Inc., San Francisco, California, for the latter to provide Stormwater Pollution Prevention Plan (SWPPP) consulting services which consist of assisting the District with preparation of pre-bid coordination, planning and contract specifications, prepare a Storm Water Pollution Prevention Plan (SWPPP), conduct Qualified SWPPP Practitioner Site Inspection, Reporting, Training, Permit Monitoring and Stormwater Multiple Application & Report Tracking System (SMARTS), for the **Claremont Middle School Multipurpose Room and Kitchen Project**, in the not-to-exceed amount of **\$21,500.00**, which includes a not-to-exceed

contingency fee of **\$3,000.00** for additional services, with work scheduled to commence on **March 24, 2022**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

**Fiscal Impact**

Fund 21 Measure Y

**Attachments**

- Agreement
- Scope of Work
- Insurance Certificate



LBU Program Consultants to OUSD

**MEMORANDUM**

**Date:** February 9th, 2022

**To:** Tadashi Nakadegawa

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

Storm Water Pollution Prevention Plan (SWPPP) Consulting Services for Claremont Middle School Multi-Purpose Building and Laurel Child Development Center

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**SUMMARY**

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the Storm Water Pollution Prevention Plan (SWPPP) Consulting Services RFQ/P for Claremont Middle School Multi-Purpose Building and Laurel Child Development Center.

Our review has determined that the projected dollar amount for this project will fall below the Local Business Policy determined threshold of \$84,100. Given this information, it is our determination that this project is to be exempt from the 50% minimum Local Business Participation requirement, as long as a minimum of three local certified firms have been included in the solicitation.

**RECOMMENDATION:**

Based on the abovementioned findings, the Compliance Team recommends the District award this contract to the lowest most responsive bidder.

Cc: Kenya Chatman



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

**Legislative File ID No.** 22-0434

**Department:** Facilities Planning and Management

**Vendor Name:** HERTZ Environmental, Inc.

**Project Name:** Claremont Middle School Multipurpose Room and Kitchen Project      **Project No.:** 15127

**Contract Term:**      Intended Start: 3-24-2022      Intended End: 10-31-2023

**Total Cost Over Contract Term:**      \$21,500.00

**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?**

Consultant was chosen based on the RFP for this construction project. The consultant is experienced with similar projects they have provided in the past and is currently working for the District.

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

Consultant will provide Stormwater Pollution Prevention Plan (SWPPP) consulting services which consist of assisting the District with preparation of pre-bid coordination, planning and contract specifications, prepare a Storm Water Pollution Prevention Plan (SWPPP), conduct Qualified SWPPP Practitioner Site Inspection, Reporting, Training, Permit Monitoring and Stormwater Multiple Application & Report Tracking System (SMARTS).

**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?

Consultant has done and is currently working for the District. Based on expertise with this particular type of work, the District found that the Consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

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:

- Consultant is providing Storm Water Pollution Prevention Plan (SWPPP) and QSP Site Inspection, Reporting, and Permit Compliance (SMARTS Management) for the District through the scope of their services, which are environmental services.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective March 24, 2022 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and HERTZ Environmental, Inc. (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Claremont Middle School Multipurpose Room & Kitchen Project (“Project”): To provide stormwater pollution prevention plan (SWPPP) consulting services which consist of assisting the District with preparation of pre-bid coordination, planning and contract specifications, prepare a Storm Water Pollution Prevention Plan (SWPPP), conduct Qualified SWPPP Practitioner Site Inspection, Reporting, Training, Permit Monitoring and Stormwater Multiple Application & Report Tracking System (SMARTS). The Basic Services include all work described in the February 8, 2022, 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 24, 2022, and shall end on October 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 and unit prices listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates or unit prices over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed TWENTY-ONE THOUSAND FIVE HUNDRED Dollars NO/100 (\$21,500.00), which consists of a not-to-exceed amount of EIGHTEEN THOUSAND FIVE HUNDRED Dollars NO/100 (\$18,500.00) for performance of the Basic Services, and a not-to-exceed amount of THREE THOUSAND Dollars NO/100 (\$3,000.00) 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. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked, hourly rates, site visits, and unit prices, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. 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 \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [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.

\* \* \* \* \*

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

830.44 3-24-2022

Gary Yee, President, Board of Education Date

[Signature] 3-24-2022

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education Date

[Signature] 2/25/2022 Date

Tadashi Nakadegawa, Deputy Chief, Facilities Planning & Management

**CONTRACTOR:**

**HERTZ Environmental, Inc.**

Signature: [Signature]

Title: President Date: 2/24/22

Address for District Notices:

Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
510-535-2728

Address for Contractor Notices:

HERTZ Environmental, Inc.  
201 Mission Street, Ste. 1200  
San Francisco, CA 94105  
310-415-0716

**Approved As To Form:**

[Signature] 2/25/22  
OUSD Facilities Legal Counsel Date

**Exhibit A**

**Proposal**

General Services Agreement –Hertz Environmental, Inc. – Claremont Middle School Multipurpose Room & Kitchen Project -  
\$21,500.00

San Francisco Office  
201 Mission Street, Suite 1200  
San Francisco, CA 94105

877-77-HERTZ  
310.415.0716  
415.968.6400 fax  
hertzenvironmental.com

Oakland Office  
505 14<sup>th</sup> Street, Suite 900  
Oakland, CA 94612

February 8, 2022

Tadashi Nakadegawa  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

RE: SWPPP Consultant Proposal for Claremont Middle School Multi-Purpose Building Project

Dear Mr. Nakadegawa:

This proposal is divided into three parts—(1) pre-bid coordination to assist Oakland Unified School District (“District”) with preparation of contract specifications; (2) to prepare a Storm Water Pollution Prevention Plan (SWPPP) and (3) to act as the Qualified SWPPP Practitioner for the referenced project in compliance with the Construction General Permit, Order No. 2009-0009-DWQ (as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ), hereinafter referred to as “Permit”.

### **Project Understandings and Basis for this Proposal**

- The project is located at Cole Middle School, 5750 College Avenue, in the City of Oakland, Alameda County.
- The project consists of sitework for the development of a single-story 9,544 SF multi-purpose building with kitchen to replace an existing 5,273 SF school cafeteria. Associated improvements include wet and dry utilities, landscape, and surface pavement.
- It is understood that the total disturbed surface area may be less than one acre and is not part of a larger common plan of development but the District chooses to obtain coverage under the Permit.
- It is our understanding that the District wishes to have HERTZ act on behalf of the District to maintain full compliance of the Permit.
- The SWPPP shall be designed to be amendable to incorporate subsequent construction phases following completion of each phase.

## Claremont Middle School Multi-Purpose Building Project

### Scope of Work

#### I Pre-Bid Planning and Coordination

The following list of activities is recommended prior to preparation of the SWPPP and obtaining coverage under the Permit:

1. Meet with the District's project management team to discuss project including construction schedule, erosion and sediment control recommendations, and Permit requirements.
2. Prepare draft Water Pollution Control Section in the bid/contract specifications that describes Contractor's responsibilities to implement SWPPP and maintain compliance with the Permit.

#### II Preparation of SWPPP

Prepare a Storm Water Pollution Prevention Plan for the referenced project that includes the following components, pursuant to the requirements of the Permit.

1. Conduct a risk assessment to determine what Risk Level (1-3) the project is by determining the potential rate of erosion (using the Revised Universal Soil Loss Equation (RUSLE)) and risk of discharge to a beneficially-impaired water body per Appendix 1 of the Permit.
2. Provide description of existing soils and determine hydrologic soil group (HSG) and determine runoff coefficients between pre- and post construction, as needed.
3. Perform a preliminary hydrologic analysis of the project site including calculating the change in runoff rate and volume between pre- and post construction ( $\Delta q$ ), as needed.
4. Identify onsite pollutant sources and recommend Best Management Practices (BMPs) that address the following:
  - a. Erosion control;
  - b. Tracking control;
  - c. Sediment control;
  - d. Wind erosion control;
  - e. Non-storm water control;
  - f. Waste management and materials pollution control;
  - g. Management of discharges to ground surface and watersheds;
  - h. Protection of natural waterways and municipal storm drains.
5. Prepare a Water Pollution Control Drawing (WPCD) and a typical BMP construction sheet. Please note that if no erosion control plan is available, Client's topographic survey or improvement plans will serve as a base map.
6. Prepare a Rain Event Action Plan (REAP) as required.
7. Prepare a Construction Site Monitoring Program (CSMP) as required.

## Claremont Middle School Multi-Purpose Building Project

8. Include templates for training logs, monitoring programs, sampling data and inspection reports.<sup>1</sup>
9. Provide recommended BMPs and their locations on the WPCDs.
10. Provide SWPPP in electronic format and one (1) hardcopy. *Per the newly adopted CGP (effective July 1, 2010), the SWPPP must also be uploaded directly to SWRCB by the Legally Responsible Party (LRP) or via the assigned Data Submitter (DS).*
11. Provide post-construction water balance calculations for projects outside a Phase II permitted area, as required.
12. Be available for questions by the site superintendent and make appropriate revisions to the SWPPP throughout the construction/demolition process, as needed.
13. Provide additional compliance support to the site superintendent to provide to agency inspectors in the event that a Notice to Comply (NTC) or Notice of Violation (NOV) is issued. (Site Superintendent is strongly encouraged to keep a camera phone or digital camera readily available).
14. Groundwater: provide a schedule of Pollutants of Concern (POC) and instructions for the sampling consultant in the event that groundwater is encountered. Groundwater plan will be incorporated into the SWPPP for review by the lead agency<sup>2</sup> and will be prepared according to the guidelines of the Permit.
15. Prepare a Sampling, Analysis, and Monitoring Plan.
16. If groundwater is encountered and if the Contractor (with Lead Agency approval) choose not to allow water to recharge, either:
  - a. Assist District to submit an application for a dewatering discharge permit with the San Francisco Regional Water Quality Control Board (SFRWQCB) to allow discharges to surface, or
  - b. Assist Contractor with obtaining a permit with the County of Alameda to discharge to sanitary sewer, or
  - c. Coordinate with outside party to pump water to baker truck to be delivered to a State-certified off-site water treatment facility.

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<sup>1</sup> To be completed by Contractor's Qualified SWPPP Practitioner (QSP) in addition to any required annual compliance reporting. QSP or LRP must also submit an Annual Report to SWRCB via SMARTS each year before September 1.

<sup>2</sup> Lead agency is the government entity that requires a SWPPP (e.g., city, county, Caltrans, federal or combination of government agencies).

## Claremont Middle School Multi-Purpose Building Project

### III QSP Site Inspection, Reporting and Permit Compliance (SMARTS Management)

1. Prepare and submit (on behalf of District) Notice of Intent (NOI) including upload of all project review documents to SMARTS.
2. Coordinate with SWRCB to expedite obtaining coverage under the Permit and issuance of a waste discharge identification (WDID) number.
3. Provide SWPPP and Permit compliance training to Contractor and subcontractors at tailgate meetings.
4. Conduct at least weekly site inspections to:
  - a. Audit Contractor's performance in implementing SWPPP;
  - b. Provide ongoing education to Contractor and subcontractors to maintain compliance with Permit;
  - c. Complete REAPs if applicable; and
  - d. Complete required BMP Inspection Reports for weekly and pre-/ during-/ and post-storm events.
5. Provide onsite water sampling and analysis using a portable pH kit and turbidimeter to test levels of turbidity and pH. QSP will typically bring portable turbidimeter during storm events and is available on-call if a discharge occurs outside the time of inspection. QSP can respond onsite within 48 hours after a sample is collected to perform test.
6. Coordinate with outside laboratory for analysis of water samples to test levels of constituents other than pH and turbidity if required.
7. Submit lab results (ad hoc reporting) and submit corrective action reports, if necessary, to SWRCB via SMARTS.
8. Follow up with Contractor in performing required corrective actions per SOW Items 6 and 7.
9. Complete required reports including training logs and quarterly construction site monitoring reports for non-visible pollutants.
10. Prepare and submit (on behalf of District) Annual Report on or before September 1 of each reporting year.
11. Provide additional compliance support to Contractor in the event that an NTC or NOV is issued. Coordinate necessary corrective actions directly with SFRWQCB.
12. Coordinate with erosion/sediment control BMP supplier for proper installation and maintenance of devices.
13. Determine time to terminate coverage under the Permit and submit a Notice of Termination (NOT) upon completion of the project, which includes either (1) providing demonstrable evidence to SWRCB that the site has achieved final stabilization and construction is complete or (2) meet with SFRWQCB inspector at the site to perform a field reconnaissance.

**Exhibit B**

**Hourly Rates**

General Services Agreement –Hertz Environmental, Inc. – Claremont Middle School Multipurpose Room & Kitchen Project -  
\$21,500.00

Claremont Middle School Multi-Purpose Building Project

<b>RATE SCHEDULE</b>	
<b>Professional and Design Personnel</b>	<b>Hourly Rate</b>
QSD Designer/Reviewer (e.g., QA/QC Contractor SWPPP)	\$ 125
Project Manager (e.g., SMARTS management)	\$ 75
CAD Drafter (as needed for water pollution control drawings)	\$ 55
<b>UNIT PRICING</b>	
<b>Field Personnel</b>	<b>Unit Price</b>
QSP site visit for informal ("tailgate") training; inspection/audit, monitoring and reporting	\$ 250

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<sup>3</sup> *Recommended frequency: Once per week.* Additional site visits that may be needed or are recommended shall not be conducted without pre-authorization from the District. No more than one site visit per week will be conducted without pre-authorization from the District.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2022

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 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Roger Larson 675 Ygnacio Valley Rd. Ste B215 Walnut Creek CA 94596	<b>CONTACT NAME:</b> Roger Larson <b>PHONE (A/C No. Ext):</b> (925) 415-5097 <b>E-MAIL ADDRESS:</b> rlarson@twfg.com	<b>FAX (A/C No.):</b> (925) 465-5191
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Hertz Environmental, Inc 315 Westgate Dr San Francisco CA 94127-2545	<b>INSURER A:</b> Underwriters @ Lloyds	<b>NAIC #</b> 4472
	<b>INSURER B:</b> Mercury Ins Grp	27553
	<b>INSURER C:</b>	
	<b>INSURER D:</b> Hartford Insurance	29424
	<b>INSURER E:</b> Underwriters @ Lloyds	4472
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** HERT22021418480080**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	x		ECOC598591R1	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Pollution \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA040000043642	04/04/2021	04/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WECAK2327	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability	x		ECOC598591R1	04/01/2021	04/01/2022	\$1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District 955 High St 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 
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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Claremont Middle School Multipurpose Room and Kitchen Project	<b>Site</b>	201
<b>Basic Directions</b>			
Services cannot be provided until the contract is awarded by the Board <u>or</u> 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		

### Contractor Information

<b>Contractor Name</b>	HERTZ Environmental, Inc.	<b>Agency's Contact</b>	Robb Hertz		
<b>OUSD Vendor ID #</b>	002056	<b>Title</b>	President		
<b>Street Address</b>	201 Mission Street, Suite 1200	<b>City</b>	San Francisco	<b>State</b>	CA
<b>Telephone</b>	310-415-0716	<b>Zip</b>	94105	<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>	15127				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	3-24-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	10-31-2023
		<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>	\$21,500.00
<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
9655/9670	Fund 21, Measure Y	210-9655-0-9670-8500-6262-201-9180-9906-9999-15127	6262	\$21,500.00

### 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>	2-28-2022		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	2/25/22		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	2/25/2022		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>	3-24-2022		