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Enactment Number	15-0121
Enactment Date	1/28/15 6-1



Memo

To

Board of Education

From

Antwan Wilson, Superintendent and Secretary, Board of Education

By: Mia Settles-Tidwell, Chief Operations Officer Timothy White, Deputy Chief, Facilities Planning and

Management >

Board Meeting Date

January 28, 2015

Subject

Independent Consultant Agreement for Environmental Services - TRC Engineers, Inc. and Aurora ESI - Garfield Elementary School/Maxwell Park Elementary

School and Parker Elementary School Project

Action Requested

Approval by the Board of Education of an Independent Consultant Agreement for Environmental Services with TRC Engineers, Inc. / Aurora ESI for AHERA Inspection and Management Plan Services on behalf of the District at the Garfield Elementary School/Maxwell Park Elementary School and Parker Elementary School Project, in an amount not-to exceed \$22,500.00. The term of this Agreement shall commence on January 28, 2015 and shall conclude no later than December 31, 2015.

Background

The District has elected to have TRC Engineers Inc. and Aurora ESI to respond to the above requirements.

Local Business Participation Percentage 100.00%

Strategic Alignment

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland

Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

A Approval by the Board of Education of an Independent Consultant Agreement for Environmental Services with TRC Engineers, Inc. / Aurora ESI for AHERA Inspection and Management Plan Services on behalf of the District at the Garfield Elementary School/Maxwell Park Elementary School and Parker Elementary School Project, in an amount not-to exceed \$22,500.00. The term of this Agreement shall commence on January 28, 2015 and shall conclude no later than December 31, 2015.

Fiscal Impact

Measure J

Attachments

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

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ENVIRONMENTAL SERVICES

Garfield/Maxwell Park/Parker Elementary Schools Restroom Project

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the **18th day of November, 2014**, between the **Oakland Unified School District** ("District") and **TRC Engineers, Inc. and Aurora ESI** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

To provide a hazmat survey for the Garfield, Maxwell Park and Parker Elementary School site's Restroom Renovation project. Scope of services includes construction documents, project management and abatement monitoring services. A budget of \$7,200.00 is allocated per site with a \$300.00 contingency budget per site.

- Term. Contractor shall commence providing services under this Agreement on <u>January 28</u>, <u>2015</u>, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on <u>December 31</u>, <u>2015</u>. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
- Submittal of Documents. The Contractor shall not commence the Work under this Contract
 until the Contractor has submitted and the District has approved the certificate(s) and
 affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Agreement	X	Workers' Compensation
		Certifica	te
X	Insurance Certificates &	NA	W-9 Form
Endorse	ments		
N/A	Bonds (as requested by	X	Other: Fingerprinting
District)			

4. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in Exhibit "A," on an hourly basis and a per-item basis, as applicable, and up to <u>Twenty-two thousand</u>, <u>five hundred dollars (\$22,500.00)</u>

- 5. **Payments:** District shall Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 6. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of <u>NA (\$0.00)</u>. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as Exhibit "B".
- 7. **Materials**. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
- 8. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- Standard of Care. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 10. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
- 11. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Termination.

- 12.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 12.2. Without Cause by Contractor. Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be

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

- 12.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.3.1. material violation of this Agreement by the Contractor; or
 - 12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

14. Insurance.

- 14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 14.1.1. Commercial General Liability and Automobile Liability Insurance.

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

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

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

- 14.2. **Proof of Carriage of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

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

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

- 23. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 23.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
- 24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 25. **Disputes**. In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
- 26. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street Oakland, CA 94601

Attn: Rebecca Cingolani

Tel: 510-535-2750 Fax: 510-535-2751 Contractor

TRC Engineers, Inc. and Aurora ESI 436 14th Street
Oakland, CA 94612
Attn: Eloy F. Cisneros

Tel: 415-271-8152 Fax: 510-451-7002

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

28. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program). Contractor shall comply with the requirements of the District's

L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

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

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

Susie Butler-Berkley Contract Analyst

James Harris, I. President, Board of Education James Harris, I. President, Board of Education Antwar Mison, Superintendent & Secretary, Board of Education Date Timothy White, Deputy Chief, Facilities Planning and Management Date CONTRACTORS Cly Plan for TRC Engineers, Inc. 12/10/14 By: Eloy E Cisneros Its: Service Manager Value About for Clavara Communication Service for Date By: Thabut Degado Its: President OD APPROVED AS TO FORM: File ID Number: 15-012 Introduction Date: 12/15 Enactment Number: 15-012

ACCEPTED AND AGREED on the date indicated below:

Enactment Date: __

Information regarding Contractor:

Contractor:	TRC Engineers, Inc.	EIN 33-0648915
License No.:	n/a	Employer Identifi Security Number
Address:	123 Technology Drive West	occurrey manner
	Irvine, CA 92618	NOTE: Federal 0 sections 6041 a
Telephone:	949-727-9336	corporate recipi
Facsimile:	949-789-4425	to furnish their number to the p
E-Mail:	JLewis@TRCSolutions.com	also provide tha
Type of Busin Individu Proprietorship	al Sole	imposed for fail taxpayer identif order to comply
Partnership	ship Limited	the District requirements
	Liability Company	number, whiche
	tion, State: California	
Other:		

cation and/or Social

Code of Regulations nd 6209 require nonients of \$600.00 or more taxpayer identification payer. The regulations at a penalty may be ure to furnish the fication number. In with these regulations, uires your federal tax umber or Social Security ever is applicable.

WORKERS' COMPENSATION CERTIFICATION

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

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

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

Date:	November 14, 2014
Proper Name of Contractor	: TRC Engineers, Inc.
Signature:	Josh Lewis Chapter Strategy of Control of Co
Print Name:	Josh Lewis
Title:	Central & Western Region BSI Practice Leader

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

Information regarding Contractor: Contractor: Curera ES License No.: Address: Dat Fourthst. Stc 200 Address: Di. 444. 1300 Facsimile: 510. 444. 3900 E-Mall: Index ado E auverars. Type of Business Entity: Individual Sole Proprietorship Partnership Partnership Limited Liability Company Limited Liability Company Other: Other:	EIN 45-5/85999 Employer Identification and/or Social Security Number NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.
WORKERS' COMPENSA	ATION CERTIFICATION
Labor Code Section 3700 In relevant part provide secure the payment of compensation in one or me	
to write compensation insurance in this State. By securing from the Director of Industrial Rel	lations a certificate of consent to self-insure, isfactory to the Director of Industrial Relations of

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

Date:	/ bue into	LE 12, 2614
Proper Name of Contractor:	Hurre	ENMonmental Services, one
Signature:	(HELFOS	Synds.
Print Name:	- Habrel	Delgado
Title:	Fresident	t/CED

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

EXHIBIT A Scope of Services

Contractor shall perform the following Services:

SCOPE OF SERVICES GENERAL

Hazardous Materials Abatement Design

- Perform a survey of the buildings' building components to identify hazardous materials that will be impacted by construction to include but not be limited to:
 - 1. Asbestos
 - 2. Lead paint
- 2. Develop construction documents for the abatement and management of the hazardous materials for the construction phase of the project.
- 3. Attend and make presentations at various meetings including but limited to Building Committees, building occupants, and the Department of Facilities Planning and Management.
- 4. Prepare cost estimates for abatement activities.

EXHIBIT B Hourly Personnel Rates and Schedule of Fees and Charges

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

this form attached to the Independent Agreement- Special Services ("Agreement"	
employees will have only limited contact, appropriate steps to protect the safety of employees so that the fingerprinting ar Education Code section 45125.1 shall r Agreement. As an authorized District offici	RIZED DISTRICT EMPLOYEE ONLY.] Consultant's if any, with District pupils and the District will take any pupils that may come in contact with Consultant's discriminal background investigation requirements of not apply to Consultant for the services under this al, I am familiar with the facts herein certified, and am half of the District. (Education Code § 45125.1 (c))
Date:	T:40.
Signature:	nice:
The fingerprinting and criminal back section 45125.1 apply to Consultant's service compliance with these provisions as follows with the fingerprinting and criminal back section 45125.1 with respect to all Consultant of subcontractors' employees or agents ("Empaid or unpaid, concurrently employed by Consultant, who may have contact with Distonted to the Agreement, and the California Deptemployees has been convicted of a felom 45122. 1. A complete and accurate list of pupils during the course and scope of the Agreement's services under this reconstruction, rehabilitation, or repair of contact, other than limited contact, with	exiground investigation requirements of Education Code vices under this Agreement and Consultant certifies its its "Consultant certifies that the Consultant has complied aground investigation requirements of Education Code Consultant's employees, subcontractors, agents, and apployees") regardless of whether those Employees are the District, or acting as independent contractors of the strict pupils in the course of providing services pursuant for any as that term is defined in Education Code section of all Employees who may come in contact with District greement is attached hereto." Agreement shall be limited to the construction, a school facility and although all Employees will have a District pupils, pursuant to Education Code section the pupils by at least one of the following as marked:
The installation of a physical	barrier at the worksite to limit contact with pupils.
Consultant by an employee	monitoring of all Consultant's on-site employees of of Consultant,, whom the certained has not been convicted of a violent or serious
Surveillance of Employees by	District personnel.
Date:	
District Representative's Nam	ne and Title:

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

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

Date:	11/13/14
Name of Consultant or Company:	TRC Engineers, Inc.
Signature:	ate
Print Name and Title:	Eloy F. Cisneros



436 14th Street Suite 1020 Oakland, CA 94612

916-962-7001 PHONE 510-451-7002 FAX

www.trcsolutions.com



240 Third Street Suite 2B Oakland, CA 94607

855-500-2374 Phone 855-600-2374 Fax

www.auroraesi.com

October 28, 2014

Oakland Unified School District
Department of Facilities Planning and Management
c/o: Mr. Tadashi Nakadegawa
955 High Street
Oakland, CA 94601

Subject:

LETTER OF INTEREST

REQUEST FOR PROPOSALS FOR:

HAZARDOUS MATERIAL ABATEMENT DESIGN AND CONSTRUCTION SERVICES

FOR VARIOUS SCHOOL SITES

TRC Engineers, Inc. (TRC) and Aurora Environmental Services, Inc. (Aurora ESI) are pleased to submit our Proposal to provide the Oakland Unified School District (herein referred to as the "District") with Hazardous Material Abatement Design and Construction Services per the District's Request for Proposals (RFP) advertised October 3, 2014. In response to the RFP, TRC and Aurora ESI have assembled a project team and developed a project approach that will provide the District great value.

TRC and Aurora ESI have formed a strong, professional relationship that makes our project team distinctively qualified to perform the services described in the RFP. TRC and Aurora ESI are able to provide the District with highly qualified experts that have the professional qualifications, relevant experience, and necessary resources to successfully complete the services sought by the District in a timely and cost effective manner. With TRC being a City of Oakland Certified Local Business Enterprise (LBE) and Aurora ESI being a woman owned City of Oakland Certified Very Small Local Business Enterprise (VSLBE), the TRC/Aurora ESI team will more than satisfy the District's Local Business Utilization (LBU) policy.

The TRC/Aurora ESI team has developed a project approach for the services requested by the District that will help ensure proper project and task management and assist in project scheduling and tracking. By utilizing proven management tools and incorporating quality control measures at every phase of the project, the TRC/Aurora ESI project approach will help ensure that the work product is accurate, complete and reliable. Our project approach and dedication to quality will provide the District with the highest quality and user friendly deliverables.

As the lead, TRC will provide the primary contact person for the team: TRC Service Manager Mr. Eloy F. Cisneros. Mr. Cisneros will be available at all times throughout the duration of the contract via his cell phone (415-271-8152) and email (ecisneros@trcsolutions.com). If you have any questions or require additional information please do not hesitate to contact Mr. Cisneros.

TRC/Aurora ESI would be honored to be selected to perform the critical services described in the District's RFP. With offices located in the City of Oakland and staff members living there, TRC/Aurora ESI are part of the City of Oakland community. As both members of the community and environmental professionals we understand the importance of regulatory compliance and protecting the District, including the staff, students and families, from environmental hazards and liabilities.

TRC/Aurora ESI appreciates your consideration and welcomes the opportunity to work with the District and prove ourselves by meeting your demands and exceeding your expectations.

Sincerel

John W. Cowdery

TRC Senior Vice President

Mabel Delgado Aurora ESI President







RESPONSE TO:

OAKLAND UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSALS FOR:

HAZARDOUS MATERIAL ABATEMENT DESIGN AND CONSTRUCTION SERVICES

FOR VARIOUS SCHOOL SITES

Section 8: Professional Fees:

Estimated Project Fees:

TRC/Aurora ESI is prepared to perform the scope of services as described in the RFP for the following time-and-materials

(T&M) not-to-exceed (NTE) fees:

Project/Site	HazMat Survey	Construction Documents		Abatement Monitoring*	Project Subtotal**	Project Total***
Finishing Kitchens	an a faithe air goll for a single faith a faith and a faith a	To the second			\$31,600	\$30,336
Hillcrest Elementary	\$2,100	\$1,800	\$2,400	\$1,200	\$7,500	\$7,200
Kaiser Elementary	\$2,900	\$1,800	\$2,400	\$1,200	\$8,300	\$7,968
Piedmont Avenue Elementary	\$2,100	\$1,800	\$2,400	\$1,200	\$7,500	\$7,200
Laurel Elementary	\$2,900	\$1,800	\$2,400	\$1,200	\$8,300	\$7,968
Finishing Kitchens HazMat Survey cost estimate inc	ludes up to 24	bulk PLM samples	and 3 paint chip	FAA samples on 3-	day TAT per site.	
Student Restroom Renovations					\$90,000	\$86,400
Fruitvale Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Sobrante Park Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Elmhurst Middle School	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Webster Academy Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Lockwood Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Oakland Tech Fashion Academy	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Roosevelt Middle School	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Piedmont Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Allendale Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Garfield Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Melrose Leadership Academy	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Parker Flementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Student Restroom Renovations HazMat Survey co	st estimate inc	ludes 24 bulk PLM	samples and 3 pa	aint chip FAA samp	les on 3-day TAT	per site.
New Central Commissary					\$11,650	\$11,184
Fostor Flementary	\$5,950	\$2,100	\$2,400	\$1,200	\$11,650	\$11,184
New Central Commissary HazMat Survey scope o	f work includes	s 100 bulk PLM sam	ples and 10 pain	t chip FAA samples	s on 3-day TAT po	er site.
Various Improvements					\$9,800	\$9,408
Aspire Berkley Maynard Academy Aspire Berkley Maynard Academy HazMat Survey	\$4,100	\$2,100	\$2,400	\$1,200	\$9,800	\$9,408

^{*} Abatement monitoring costs are for one 8-hour shift and includes up to five (5) PCM air samples analyzed on a [BLANK] turn-around time.

^{**} Project subtotal and total costs include one 8-hour shift of abatement monitoring.

^{***} Project total includes 4% bid discount/preference for 100% LBE and 45% SLBE.







RESPONSE TO:

OAKLAND UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSALS FOR:

HAZARDOUS MATERIAL ABATEMENT DESIGN AND CONSTRUCTION SERVICES

FOR VARIOUS SCHOOL SITES

Time-and-Materials (T&M) Rate Schedule:

TRC/Aurora ESI will perform consulting services for the District in accordance with the following T&M rates:

RATE SCHEDULE AHERA CONSULTING SERVICES

Labor	<u>Unit</u>	Rate
Senior Project Manager	Hour	\$166.00
Project Manager	Hour	\$146.00
Senior Scientist	Hour	\$114.00
Project Scientist	Hour	\$94.00
Senior Field Technician	Hour	\$82.00
Field Technician	Hour	\$62.00
Senior Administrator	Hour	\$78.00
Project Administrator	Hour	\$62.00
Laboratory Analysis	<u>Unit</u>	Rate
PLM on 3-day turn-around-time (TAT)	Bulk Sample	\$12.00
PLM on 24-hour TAT	Bulk Sample	\$15.00
PLM 400-Point Count on 3-day TAT	Bulk Sample	\$35.00
PLM 400-Point Count on 24-hour TAT	Bulk Sample	\$50.00
PCM on 24-hour TAT	Air Sample	\$12.00
PCM on 6-hour TAT	Air Sample	\$20.00
TEM on 24-hour TAT	Air Sample	\$75.00
TEM on 6-hour TAT	Air Sample	\$125.00
Equipment	Unit	Rate
Low Flow Air Sampling Pump	Day	\$15.00
High Flow Air Sampling Pump	Day	\$15.00
Expenses	<u>Unit</u>	Rate
Mileage	Mile	\$0.57
Delivery	Each	Cost +15%
Other Expenses	Each	Cost +15%

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

Project: OUSD Various Sites (Finishing Kitchens, Student Restrooms and Central Commissary) RFP: Hazardous Material Abatement Services

Date: 10/28/2014

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: TRC Engi Address: 436 14th Street, S Oakland, CA 946 Phone: (415) 271-8152 Email: ecisneros@trcsolution	Suite 1020 12	54%			# 5045
Company: Aurora ESI Address: 420 4th Street, Si Oakland, CA 946 Phone: (855) 500-2374 Email: tjamison@auroraesi	07		46%		# 7495
Company: Address:					
Email:		1			
Company: Address:					
Phone: Email:					
Company: Address:					
Phone: Email:					
Company: Address:					
Phone: Email:					
TOTAL PARTICIPATION	100%	54%	46%		

Approval – LBU Compliance Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2014

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

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

PRODUCER	1-770-552-4225	CONTACT NAME: Jerry Noyola					
Greyling Insurance Brokerage		PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-55	0-4082			
450 Northridge Parkway	E-MAIL ADDRESS: jerry.noyola@greyling.com						
Suite 102 Atlanta, GA 30350		INSURER(S) AFFORDING CO	OVERAGE	NAIC#			
Matias Ormaza		INSURERA: Zurich American Insur					
INSURED		INSURER B: American Guarantee & Liability Insurance					
TRC Companies Inc		INSURER C: American Zurich Insur	ance Company				
7600 North 16th Street		INSURER D :					
TRC Companies, Inc.		INSURER E:					
FROMITA, AZ 65020		INSURER F:					

COVERAGES CERTIFICATE NUMBER: 42315672 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.

ISR TR	TYPE OF INSURANCE	ADDL SUBR INSR WVD		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY		GL05472507-02	07/01/14	07/01/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 500,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$ 10,000
	X Contractual Liability					PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$4,000,000
	POLICY X PRO- X LOC						\$
A	AUTOMOBILE LIABILITY		BAP 5472506-02	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
i	X ANY AUTO					BODILY INJURY (Per person)	\$
Ì	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
В	X UMBRELLA LIAB X OCCUR		AUC-6547767-05	07/01/14	07/01/15	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 9,000,000
	DED X RETENTION \$ 0						\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N / A (Mandatory in NH)		WC5472508-02	07/01/14	07/01/15	X WC STATU- TORY LIMITS ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Including Pollution Liability		EOC 5472532-02	07/01/14	07/01/15	Per Claim	5,000,000
						Aggregate	5,000,000

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

Re: Garfield/Maxwell Park/Parker Elementary Schools Restroom Project

Oakland Unified School District, its directors, officers, employees, agents & representatives are named as Additional insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Timothy White	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
955 High Street	AUTHORIZED REPRESENTATIVE
Oakland, CA 94601 USA	

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INDEPENDENT CONSULTANT AGREEMENT FOR ENVIRONMENTAL SERVICES ROUTING FORM

			Projec	t Information					
roject Name	Garfield/Maxw	ell Park/Parker R	estroom Re	enovation	Site	918			
			Racio	Directions		0.10			
Sarvicas	cannot be n	rovided until the			and a Pur	hase Order	has he	en issue	d
									.
		liability insurance					is over	\$15,000	
			Contract	tor Information					
ontractor Name	TRC Engir	eers, Inc. and Au		Agency's Cont		F. Cisnoros			
USD Vendor ID#	1006355			Title		ect Manager			
reet Address	436-14 th S	treet, Suite 1010		City	Oakland	Stat	e C/	A Zip	94612
elephone	415-271-8	152		Policy Expires		7-1	-70	15	
ontractor History	Previous	ly been an OUSD	contractor	2 x Yes No	Worke	d as an OUS	D emplo	yee?	Yes x N
JSD Project #	13191								
				Term					
Date Work Will E	Beain	1 00 0015		Date Work Will		of details	12 21	-2015	
		1-28-2015		(not more than 5 ye	ears from sta	art date)	12-31	-2015	
			Com	pensation					
							200 5		
Total Contract Amount \$				Total Contract Not To Exceed \$22,500.00					
Pay Rate Per Ho		\$						\$	
Other Expenses				Requisition Nur	nber				
te de la mara de la mara	ning to mouth from	el a acceptant vision l		t Information	ata and Ead	aral Office haf	ara como	lating ragu	vicition
Resource #		d a contract using L	EP Tunas, pi	Org Key	ate and red	Object C	-		mount
9350		Funding Source						\$22,500.00	
9350	iviea	sure J		9189901896		6171		\$22,50	0.00
ervices cannot be provided by services w	rovided before there not provide	ne contract is fully a	pproved and		s issued. Si		ument aff		o your 535-708
		1		Phone	310	-555-7056	Fax	510-	333-700
Director of Fac	icilities								
Signature	_	10			Date App	proved	2/16	-114	
General Couns	General Counsel, Department of Pacilities Planning and Management								
Signature		mun			Date App	proved	12.	18.19	+
Deputy Chief,	Facilities Plani	ning and Managem	ent				1		
Signature		4	5	In White	Date Ap	proved	12	16 H	
Chief Operatio	ns Officer, Bo	ard of Education	10	1			-	0- 11	
. Signature	Max	10/11	118	2	Date Ap	proved	1/4	115	
President, Boa	erd of Education	n					1		