

Board Office Use: Legislative File Info.	
File ID Number	16-1914
Introduction Date	9-14-2016
Enactment Number	16-1489
Enactment Date	9-14-16



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date September 14, 2016

Subject Amendment No. 1, Independent Consultant Agreement for Environmental Services - Hertz Environmental - Whittier Expansion New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Environmental Services between the District and Hertz Environmental, Oakland, CA, for the latter to provide services acting as the District's Qualified SWPPP Practitioner, including but not limited to conducting inspection, monitoring and completing required documents in compliance with the Construction General Permit Order 2009-0009-DWQ, in conjunction with the Whittier Expansion New Construction Project, in an amount not-to exceed \$11,300.00, increasing previous contract amount from \$9,350.00 to a not to exceed amount of \$20,650.00. All remaining portions of the agreement shall remain in full force and effect.

Discussion The General Permit Order requires the development and maintenance of a SWPPP by a qualified Practitioner.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Environmental Services between the District and Hertz Environmental, Oakland, CA, for the latter to provide services acting as the District's Qualified SWPPP Practitioner, including but not limited to conducting inspection, monitoring and completing required documents in compliance with the Construction General Permit Order 2009-0009-DWQ, in conjunction with the Whittier Expansion New Construction Project, in an amount not-to exceed \$11,300.00, increasing previous contract amount from \$9,350.00 to a not to exceed amount of \$20,650.00. All remaining portions of the agreement shall remain in full force and effect.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1, Independent Consultant Agreement for Environmental Services including scope of work
- Certificate of Insurance
- Consultant Proposal



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

Legislative File ID No. 16-1914

Department: Facilities Planning and Management

Vendor Name: Hertz Environmental

Project Name: Whittier Expansion - New Construction Project No.: 13126

Contract Term: Intended Start: 9/14/2016 Intended End: 12/31/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$11,300.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

This vendor was selected as part of a competitive RFP/RFQ process.

Summarize the services this Vendor will be providing.

Scope of services includes acting as the District's Qualified SWPPP Practitioner, including but not limited to conducting inspection, monitoring, and completing required documents in compliance with the Construction General Permit Order 2009-0009-DWQ. The total amount of this agreement request includes a \$1,500 allowance.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

This vendor was selected as part of a competitive RFP/RFQ process.

2) Please check the competitive bid exception relied upon:

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

3) **Not Applicable - no exception - Project was competitively bid**

Board Preparation - Bullet points Business Operations:

Department: **Facilities Planning and Management**

Project Name: 1312 Whittier Expansion - New Construction

Project Manager: Kenya Chatman

Legislative File # (Contract Analyst):

Board Date (Contract Analyst):

What is this for?

Hertz Environmental Qualified SWPPP Practitioner services Amendment No. 1 in an amount not to exceed \$11,300.

Why is this item necessary?

The Construction General Permit Order 2009-0009-DWQ requires the development and maintenance of a Storm Water Pollution Prevention Plan (SWPPP) by a Qualified

Practitioner. The original agreement for this vendor did not cover the duration of the entire

Approximate cost: \$11,300.00

History of the purchase of this item/service:

? What did we do last year?

This vendor was the Qualified SWPPP Practitioner for this project and provided the same scope of services.

? Are we doing it differently this year? If yes, then why?

The scope of services is the same. The original agreement did not cover the duration of the entire construction schedule.

? Are there any savings or efficiencies?

There are no savings or efficiencies associated with this item.

Issues:

? Are there any issues that we need to be aware of?

There are no issues to note regarding this item.

? Are we aware of any prior issues with the Board Members on this item?

There are no prior issues to note regarding this item.

Miscellaneous:

? Is there any communication plan necessary for this item?

There is no communication plan necessary for this item.

? Any key statistics on this item?

There are no key statistics associated with this item.

? Is there anything else I need to know about/beware of for this item?

There is nothing additional that needs to be noted.

Responses:



Amendment No. 1, Independent Consultant Agreement For Environmental Services Contract

This Amendment is entered into between the Oakland Unified School District (OUSD) and Hertz Environmental. OUSD entered into an Agreement with CONTRACTOR for services on January 28, 2015, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of services includes acting as the District's Qualified SWPPP Practitioner, including but not limited to conducting inspection, monitoring and completing required documents in compliance with the Construction General Permit Order 2009-0009-DWQ.</u></p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="text-align: center;">X Increase of \$11,300.00 to original contract amount</p> <p> <input type="checkbox"/> Decrease of \$ _____ to original contract amount </p> <p>and the new contract total is Twenty thousand six hundred fifty dollars and no cents (\$20,650.00)</p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

 James Harris, President,
 Board of Education

9/14/16

 Date

 Antwan Wilson, Superintendent
 Secretary, Board of Education

9/14/16

 Date

 Joe Dominguez, Deputy Chief
 Facilities, Planning and Management

 Date

CONTRACTOR

 Contractor Signature

8/17/2016

 Date

Robb Hertz

 Print Name, Title

File ID Number: 16-1914
 Introduction Date: 9-14-16
 Enactment Number: 16-1489
 Enactment Date: 9-14-16
 By: _____

EXHIBIT "A" Scope of Work

Contractor Name: Hertz Environmental.

Billing Rate: Eleven thousand three hundred dollars and no cents (\$11,300.00)

1. Description of Services to be Provided

The scope of services includes acting as the District's Qualified SWPPP Practitioner, including but not limited to conducting inspection, monitoring, and completing required documents in compliance with the Construction General Permit Order 2009-0009-DWQ.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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 8-22-2016

 Susie Butler-Berkley
 Contract Analyst

Oakland Office
505 14th Street, Suite 900
Oakland, CA 94601

877-77-HERTZ
310.415.0716
415.968.6400 fax
hertzenvironmental.com

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

July 14, 2016

EXHIBIT A

Kenya Chapman
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: Greenleaf Elementary at Whittier Expansion and Renovation, Time Extension of Services
Ref: 15-OUSD-01
WDID: 2 01C373158

Per your request, this is a proposal to continue providing services to act as the District's Qualified SWPPP Practitioner (QSP), including but not limited to conducting inspection, monitoring, and completing required documents in compliance with the Construction General Permit, Order No. 2009-0009-DWQ, hereinafter referred to as "Permit".

Project Understandings and Basis for this Proposal

- Original proposal contract was based on a previous construction schedule that has changed.
- This proposal provides same services in original contract for extended construction schedule.
- New construction end date (final stabilization) is estimated September 2017.
- No other changes to scope of work in contract is anticipated.

Scope of Work

The following services shall be provided on bi-weekly basis:¹

1. Conduct site visits for training and inspections, or as needed.
2. Provide training to Contractor for collection of water samples as required.
3. Coordinate with laboratory for analysis of water sample to test levels of pH and turbidity, as required.
4. Submit lab results (adhoc reporting) and corrective action reports, if necessary, to SWRCB.
5. Complete required reports including rain event action plans (REAPs), training logs, quarterly construction site monitoring reports for non-visible pollutants, and weekly, pre-/post-storm inspection checklists.
6. Prepare Annual Report on or before September 1 of each year.
7. Provide amendments to SWPPP, as needed.
8. Provided 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.
9. Coordinate with erosion/sediment control BMP supplier for proper installation and maintenance of devices.
10. Assist Client with the submittal of a Notice of Termination (NOT) upon completion of the project to terminate permit coverage.

A fixed schedule or frequency for site visits will be identified (e.g., bi-weekly).

Recommended frequency: Once every 2 weeks, depending on weather conditions and ability of Contractor to independently implement SWPPP. Frequency of visits may be increased or reduced, with prior consent of the District, due to site conditions and Contractor's performance.

Additional site visits that may be needed or are recommended shall not be conducted without pre-authorization from Client. No more than two site visits per month will be conducted without pre-authorization from Client.

¹ The QSP shall determine, based on field observations and Permit requirements, whether additional visits are necessary.

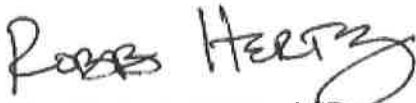
Payment and Deliverables

Site Visits for training, inspection and reporting	\$ 350 per visit (fixed fee)
<i>Total estimated budget:</i>	<i>\$ 9,800</i>

Acceptance

By accepting this proposal, you agree to enter into a legally binding agreement that cannot be amended or canceled unilaterally. However, site visits may be terminated by either party for any reason with one (1) week notice. If you accept, please sign/date below and fax to (415) 968-6400 or email to rhertz@ymail.com.

Very truly yours,



Robb Hertz, CPSWQ, QSD
HERTZ Environmental

ACCEPTED BY:

Oakland Unified School District

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2016

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

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

PRODUCER TWFG - Larson Insurance Brokers 675 Ygnacio Valley Rd. Suite B-215 Walnut Creek CA 94596		CONTACT NAME: Roger Larson PHONE (A/C, No, Ext): (925) 415-5097 E-MAIL ADDRESS: rl Larson@twfg.com FAX (A/C, No): (925) 465-5191	
INSURED		INSURER(S) AFFORDING COVERAGE	
Hertz Environmental, Inc. Robert Hertz 2277 16th Ave San Francisco CA 94116-1826		INSURER A: Hartford Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			61SBARU5502	04/01/2016	04/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	61WECAK2327	04/01/2016	04/01/2017	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Certificate holder is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives 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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Board Office Use: Legislative File Info.	
File ID Number	14-0010
Introduction Date	1-28-2015
Enactment Number	15-0119
Enactment Date	1/28/15



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

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 - Hertz Environmental - Whittier Elementary School Expansion-New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Environmental Services with Hertz Environmental for Environmental Services on behalf of the District at the Whittier Elementary School Expansion-New Construction Project, in an amount not-to exceed \$9,350.00. The term of this Agreement shall commence on January 28, 2015 and shall conclude no later than December 31, 2017.

Background The District has elected to have Hertz Environmental prepare the Storm Water Pollution Prevention Plan (SWPP).

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

Approval by the Board of Education of an Independent Consultant Agreement for Environmental Services with Hertz Environmental for Environmental Services on behalf of the District at the Whittier Elementary School Expansion-New Construction Project, in an amount not-to exceed \$9,350.00. The term of this Agreement shall commence on January 28, 2015 and shall conclude no later than December 31, 2017.

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

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 10th day of December in the year 2014, between the **Oakland Unified School District** ("District") and **Hertz Environmental** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):
- 2. Term.** Contractor shall commence providing services under this Agreement on **February 12, 2015**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **December 31, 2017**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
- 3. Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input type="checkbox"/> W-9 Form
<input type="checkbox"/> Bonds (as requested by District)	<input checked="" type="checkbox"/> Other: Fingerprinting
<input checked="" type="checkbox"/> Debarment Certificate	
- 4. Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Nine thousand, three hundred fifty dollars (\$9,350.00)**. District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 5. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **Zero (\$0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination.

- 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 11.3.1. material violation of this Agreement by the Contractor; or
 - 11.3.2. any act by Contractor exposing the District to liability to others for personal

injury or property damage; or

- 11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

14. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be

appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

- 22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
25. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District
900 High Street
Oakland, CA 94612
Attn: Tadashi Nakadegawa
Tel: 510-535-7038

Contractor
505 - 14th Street
Suite 900
Oakland, CA 94612
Attn: Robb Hertz
Tel: 310-415-0716

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

27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.
28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

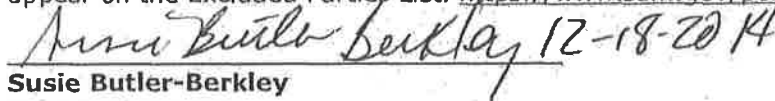
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

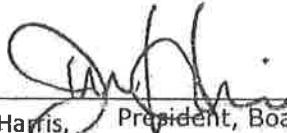
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation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

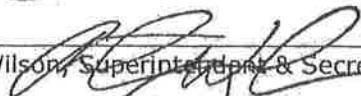
 12-18-2014

Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 1/29/15
Date


Antwan Wilson, Superintendent & Secretary, Board of Education 1/29/15
Date


Timothy White, Deputy Chief, Facilities Planning and Management 1/29/15
Date


CONTRACTOR

HERTZ Environmental, Inc. December 16, 2014

By: Robb Hertz Date
Its: President

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 12.18.14
Date

File ID Number: 15-0010
Introduction Date: 1/28/15
Enactment Number: 15-0119
Enactment Date: 1/28/15
By: 

Information regarding Contractor:

Contractor: HERTZ Environmental
License No.: _____
Address: 2277 - 16th Avenue
San Francisco, CA 94116
Telephone: (310) 415-0716
Facsimile: (415) 968-6400
E-Mail: rhertz@ymail.com
Type of Business Entity:
 Individual Sole
Proprietorship
 Partnership Limited
Partnership
 Limited Liability Company
 Corporation, State: CA
 Other: _____

EIN 90-0731016
Employer Identification and/or Social Security Number

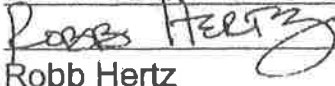
NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to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

WORKERS' 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: December 16, 2014
Proper Name of Contractor: HERTZ Environmental, Inc.
Signature: 
Print Name: Robb Hertz
Title: President

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

EXHIBIT A
Scope of Services

Contractor shall perform the following Services:

- 1.

EXHIBIT B
Hourly Personnel Rates
and
Schedule of Fees and Charges

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

Date: _____
District Representative's Name and Title: _____
Signature: _____

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

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

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

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

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

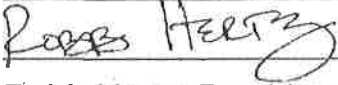
Date: _____
District Representative's Name and Title: _____
Signature: _____

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

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

Date: December 16, 2014

Name of Consultant or Company: HERTZ Environmental, Inc.

Signature: 

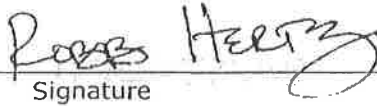
Print Name and Title: Robb Hertz, President

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 16th day of December 2014 for the purposes of submission of this Agreement.

By: 
Signature

Robb Hertz
Typed or Printed Name

President
Title

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

877-77-HERTZ
310.415.0716
415.968.6400 fax

Oakland Office
505 14th Street, Suite 900
Oakland, CA 94612

November 24, 2014

Ms. Kenya Chatman
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: Greenleaf Elementary at Whittier Expansion and Renovation [Phase I]

Dear Ms. Chatman:

HERTZ Environmental, Inc. ("HERTZ") is pleased to provide this proposal to the Oakland Unified School District ("District") for complete stormwater compliance services pursuant to the Construction General Permit, Order No. 2009-0009-DWQ, hereinafter referred to as "Permit". This proposal is divided into three parts—(1) pre-bid coordination to review design drawings and assist District with the 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.

Project Understandings and Basis for this Proposal

- The project consists of sitework and renovation including seismic retrofit at Greenleaf Elementary School, 6328 East 17th Street in the City of Oakland. It is understood that the project will be constructed in phases, with Phase I to include:
 - Demolition of existing multi-purpose building, play structure and associated asphaltic concrete (AC) and concrete paving;
 - Concrete work for covered walkways between proposed modular kindergarten buildings;
 - Vegetative landscape improvements;
 - Construction of new play structure and wet/dry utility improvements for future buildings;
 - Construction of two (2) 4-room kindergarten modular classroom buildings;
 - Construction of six (6) portable classrooms and one (1) partitioned portable office to provide temporary occupancy during construction phases.
- 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 Phase I. This saves time and prevents unnecessary spending in preparing new SWPPPs applying for new permits for each construction phase.

Scope of Work

I Pre-Bid Planning and Coordination

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

1. Meet with District project management to discuss project including construction schedule, erosion and sediment control recommendations, and Permit requirements. Additionally, MS4 Permit requirements may require treatment and reduction in post-construction runoff rates, which may affect civil design of project (e.g., drainage, landscape).
2. Meet with the District's Legally Responsible Person (LRP) of record to link HERTZ as an Approved Signatory on the Storm Water Multiple Application and Report Tracking System (SMARTS). *Please note that this effort should only occur once and take less than 30 minutes. This will allow HERTZ to upload project review documents and track Permit compliance with minimal involvement of the District.*
3. 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 (Δq), 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.

Greenleaf Elementary at Whittier – Phase I

5. Prepare Water Pollution Control Drawings (WPCDs) and a typical BMP construction sheets. 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.
8. Include templates for training logs, monitoring programs, sampling data and inspection reports.
9. Provide recommended BMPs and their locations on the WPCDs.
10. Distribute SWPPPs to District project management team for review and acceptance. Once finalized, include SWPPP in bid documents and electronically submit to SMARTS.
11. Provide post-construction water balance calculations for projects outside a Phase II permitted area, as required. Post-construction runoff reduction credits will be discussed during SOW-I, Item 1.
12. Be available for questions by the site superintendent and make appropriate revisions to the SWPPP throughout the construction process.
13. Provide additional compliance support to the site superintendent to provide to agency inspectors in the event that a Notice to Comply (NTC), Notice of Non-Compliance (NONC) or Notice of Violation (NOV) is issued.
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 agency¹ 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.

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

The following services shall be provided on a weekly or bi-weekly basis, at the discretion of the QSP and District (following page):

¹ Lead agency is the government entity that requires a SWPPP (e.g., city, county, Caltrans, federal or combination of government agencies).

Greenleaf Elementary at Whittier – Phase I

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 weekly or bi-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, and
 - c. Complete required BMP Inspection Reports for weekly and pre-/ post-storm events.
5. Collect water samples during qualifying rain events, as required for Risk Level 2 and 3 projects.
6. Deliver water samples to and coordinate with ELAP-accredited laboratory for analysis of water samples to test levels of pH and turbidity, as required for Risk Level 2 and 3 projects.
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-III, Items 6 and 7.
9. Complete required reports including rain event action plans (REAPs), training logs, quarterly construction site monitoring reports for non-visible pollutants, and compile weekly, pre-/post-storm BMP inspection checklists into Annual Report.
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 a Notice to Comply (NTC) or Notice of Violation (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.

Greenleaf Elementary at Whittier – Phase I

Payment, Deliverables and Acceptance

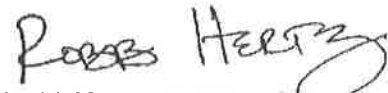
Services described in Scope of Work shall be provided based on the following fixed fee budgets:

CURRENT FEE SCHEDULE	
(SOW 1) Pre-bid Coordination and Planning	\$ 2,500
(SOW 2) Prepare SWPPP for Phase I Construction	\$ 4,000
(SOW 3) QSP Site Inspections, Reporting, Training, Permit Monitoring, SMARTS Management, Water Sample Collection and Lab Analysis ²	\$ 350
FUTURE ESIMTAED FEE SCHEDULE (NOT TO EXCEED BUDGET)	
SWPPP Amendments (e.g., Phase II), update RUSLE and risk assessment, and file Change of Information (COI) on SMARTS	\$ 2,500

Payment is due within 60 calendar days of date of invoice however, a payment plan can be implemented should funding be temporarily unavailable. Invoices will be delivered by email on or around the first of each month, unless otherwise requested.

All work is guaranteed and required changes by the reviewing agency or omissions are included in all fixed fees. All costs for reproduction, mailing, materials, water sampling and laboratory testing (pH and turbidity only) are included in fixed fees. If you accept, please sign/date below and fax to (415) 968-6400 or email to rhertz@ymail.com.

Very truly yours,


 Robb Hertz, CPSWQ, QSD
 HERTZ Environmental, Inc.

ACCEPTED BY:

 Oakland Unified School District

 Date

² 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.

Greenleaf Elementary at Whittier – Phase I

Additional Services or Change Orders

Additional services or changes in scope not previously discussed may be negotiated and provided on an amended proposal as a fixed fee or not-to-exceed budget or may be charged as time & materials according to the following rate schedule:

RATE SCHEDULE	
Professional and Design Personnel	Hourly Rate
QSD Designer/Reviewer (e.g., QA/QC Contractor SWPPP)	\$ 100
Project Manager (e.g., SMARTS management)	\$ 75
CAD Drafter (as needed for water pollution control drawings)	\$ 55
FIXED FEE SCHEDULE	
Field Personnel	Fixed Fee
QSP site visit for informal ("tailgate") training; inspection/audit, monitoring and reporting	\$ 350
REIMBURSABLE EXPENCES	
Charges for laboratory analysis and kits, reproduction, blueprinting, outside computer services, rental of special equipment, official records, delivery, express mail will be charged at 1.15 times cost.	
All administrative costs, including but not limited to mailing, data entry and management, delivery, drive time, and administrative tasks are included in hourly rates or fixed fees.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

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 TWFG - Larson Insurance Brokers 675 Ygnacio Valley Rd. Ste B108 Suite B-108 Walnut Creek CA 94596		CONTACT NAME: Roger Larson PHONE (A/C No. Ext): (925) 415-5097 E-MAIL ADDRESS: rl Larson@twfg.com FAX (A/C. No): (925) 465-5191	
INSURED Hertz Environmental, Inc 2277 16Th Ave San Francisco CA 94116-1826		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Insurance (IS) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSR	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y		61SBRU5502	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A	61WECAK2327	04/01/2014	04/01/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is an additional insured.

CERTIFICATE HOLDER Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives 955 High St Oakland CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ROBEHER OP ID: YG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2014

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 AAA Club Services, LLC P.O. Box 25443 Santa Ana, CA 92799-5443 House Account		Phone: 888-416-2402 Fax: 213-741-3005	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Hertz Environmental, Inc. Robert Hertz 2277 16th Avenue San Francisco, CA 94116-1826		INSURER(S) AFFORDING COVERAGE INSURER A: Infinity Select Ins. Company	NAIC # 20260
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RISR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		504610033695001	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
It is agreed that Oakland Unified School District & its Directors, Officers, Employees, Agents & Representative are named as Additional Insured with respects to commerial automobile liability insurance.
10 day notice of cancellation due to non payment of premium only
2011 TOYOTA CAMRY/SE/L 4T1BF3EKXBUL55973

CERTIFICATE HOLDER Oakland Unified School Dist. & its Directors, Officers, Emp., Agents & Representatives 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE House Account 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/18/2014
PRODUCER (818) 352-6044 SAURER INSURANCE AGENCY, THE INSURANCE STORE 9671 Sunland Blvd 2C.		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Sunland CA 91040-	INSURERS AFFORDING COVERAGE	
INSURED Hertz Environmental Inc 1888 Golden Gate Avenue Suite 34 San Francisco CA 94114-		INSURER A: LANDMARK AMERICAN INS CO INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ NONE								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">WC STATU-TORY LIMITS</td> <td style="width:50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
x		OTHER PROFESSIONAL LIABILITY	LHR823501	04/01/2014	04/01/2015	PER CLAIM 1,000,000 AGGREGATE 1,000,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Proof only.

CERTIFICATE HOLDER () - () - Oakland Unified School District 955 High Street Oakland CA 94601-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



INDEPENDENT CONSULTANT AGREEMENT FOR ENVIRONMENTAL SERVICES ROUTING FORM

Project Information			
Project Name	Whittier Elementary Services Expansion – New Construction	Site	163
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Hertz Environmental	Agency's Contact	Robb Hertz
OUSD Vendor ID #	New Consultant	Title	Project Manager
Street Address	505-14 th Street, Suite 900	City	Oakland State CA Zip 94612
Telephone	310-415-0716	Policy Expires	4-1-2015
Contractor History	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
OUSD Project #	13126		

Term			
Date Work Will Begin	2-12-2015	Date Work Will End By (not more than 5 years from start date)	12-31-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$9,350.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

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
9350	Measure J	1639905820	6252	\$9,350.00

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.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	12/18/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	12-18-14	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	12/19/14	
4.	Chief Operations Officer, Board of Education			
	Signature	Date Approved	1/9/15	
5.	President, Board of Education			
	Signature	Date Approved		



AMENDMENT NO. 1, INDEPENDENT CONSULTANT AGREEMENT FOR ENVIRONMENTAL SERVICES ROUTING FORM

Project Information			
Project Name	Whittier Expansion New Construction	Site	163
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Hertz Environmental	Agency's Contact	Robb Hertz		
OUSD Vendor ID #	V062296	Title	Project Manager		
Street Address	505 14 th Street, Suite 900	City	Oakland	State	CA Zip 94612
Telephone	510-415-0716	Policy Expires	4-1-2017		
Contractor History	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		
OUSD Project #	13126				

Term			
Date Work Will Begin	1-28-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$20,650.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$11,300.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	1639905825	6170	\$11,300.00

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.					
1.	Division Head		Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management				
	Signature			Date Approved	8/16/16
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	
3.	Deputy Chief, Department of Facilities Planning and Management				
	Signature			Date Approved	
4.	Senior Business Officer				
	Signature			Date Approved	
5.	President, Board of Education				
	Signature			Date Approved	