

Board Office Use: Legislative File Info.	
File ID Number	20-0719
Introduction Date	5-13-2020
Enactment Number	20-0663
Enactment Date	5/13/2020 lf



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date May 13, 2020

Subject Award of General Services Agreement for the Glenview New Construction Project to HERTZ Environmental, Inc. - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education Award of General Services Agreement to HERTZ Environmental, Inc., Oakland, California, for the latter to provide Storm Water Pollution Prevention Plan (SWPPP) and Environmental Services, for the Glenview New Construction Project, in the amount of \$40,000.00, as the selected consultant, with work scheduled to commence on January 1, 2020, and scheduled to last December 31, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Discussion Consultant was selected without competitive bidding because this consultant is providing services based on their demonstrated competence and professional qualifications. (Government Code 4526)

00.00%

LBP (Local Business Participation Percentage)

Recommendation Approval by the Board of Education Award of General Services Agreement to HERTZ Environmental, Inc., Oakland, California, for the latter to provide Storm Water Pollution Prevention Plan (SWPPP) and Environmental Services, for the Glenview New Construction Project, in the amount of \$40,000.00, as the selected consultant, with work scheduled to commence on January 1, 2020, and scheduled to last December 31, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Fund 21 Measure J

Fiscal Impact

Attachments

- Agreement
- Scope of work
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 20- 0719

Department: Facilities Planning and Management

Vendor Name: HERTZ Environmental Inc.

Project Name: Glenview New Construction

Project No.: 13134

Contract Term: Intended Start: January 1, 2020

Intended End: 12-31-2020

Total Cost Over Contract Term: \$40,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

This vendor was chosen directly based on demonstrated competence, expertise and experience with similar projects that they've done work before in the past for the District.

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

Vendor will provide Storm Water Pollution Prevention Plan and Environmental Services for the Glenview Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Contractor was selected based on experienced expertise and professional qualifications. The contract price is \$40,000.00, which is under the \$95,200 bid threshold.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **January 1, 2020** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **HERTZ Environmental Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): Jensen Hughes to provide Storm Water Pollution Prevention Plan/Environmental Services, to include, prepare and submit Notice of Intent(NOI), upload of all project review documents. Collect water samples during rain events for analysis of water samples to test levels, submit lab results and action reports. The Services include all work described in the January 9, 2020, proposal attached to this Agreement as Exhibit A.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **January 1, 2020** and shall terminate upon completion of the Services, but no later than **December 31, 2020** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to and including the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the attached Fee Schedule (See attached), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall be a not to exceed payment of **FORTY THOUSAND, DOLLARS NO/100 (\$40,000.00)**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within Thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

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

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

8. **Insurance.** Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$ 1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the Contractor’s insurance certificate shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District’s business.

Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

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

~~11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.~~

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

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

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

_____. [Attach and sign additional pages, as needed.]

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

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

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from

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

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

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

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

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

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

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

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

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of the Parties.** Notwithstanding anything stated herein to the contrary, neither party shall

be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.


~~30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."~~

31. **Forms.** The following forms, attached to the contract, are incorporated into the contract:

- ~~• Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~• Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~• Buy American Certification.~~
- ~~• Local Business Participation Form.~~


Amendment No. 1 – Consolidated Engineering Laboratories – Cole Administration Center Project - \$18,700.00

OAKLAND UNIFIED SCHOOL DISTRICT




Jody London, President,
Board of Education

5/14/2020
Date



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education


5/14/2020
Date



Tadashi Nakadegawa, Interim Deputy
Chief, Facilities Planning and Management

4/17/2020
Date

Approval as to form:



Arne Sandberg *[name]*
General Counsel, Facilities, Planning and Management

4/16/20
Date

CONTRACTOR



Contractor Signature 4/7/20
Date

Rob Morse, Vice President
Print Name, Title

Amendment No. 1 – Consolidated Engineering Laboratories – Cole Administration Center Project - \$18,700.00

Exhibit A

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

877-77-HERTZ
310.415.0716
415.968.6400 fax
hertzenvironmental.com

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

January 9, 2020

Exhibit A

Oakland Unified School District Attn: Fanny Hu
955 High Street
Oakland, CA 94601

RE: SWPPP Consultant Proposal for Glenview Elementary School Increment 3

Dear Fanny:

This proposal is to act as the Qualified SWPPP Practitioner for the referenced project in compliance with the Construction General Permit, Order No. 2009-0009-DWQ (as amended by Orders 2010-0014-DWQ and 2012-006-DWQ), hereinafter referred to as "Permit".

Project Understandings and Basis for this Proposal

- The project is located at Glenview Elementary School, 4215 La Cresta Avenue, in the City of Oakland, Alameda County.
- The project consists of sitework for the construction of a new school building, including but not limited to:
 - Demolition of and removal of existing site features for pad development;
 - Earthwork and grading for building pad
 - Concrete work for access ways;
 - Landscape improvements;
 - Wet and dry utility improvements;
 - Vertical improvements for the proposed school building;
 - Installation of photovoltaic panels on rooftop of proposed school building; and
 - Site restoration, final stabilization and permanent erosion control.
- It is understood that a Risk Level 2 SWPPP was previously prepared by Kaz & Associates.
- 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

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:¹

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. Coordinate with outside 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 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.

¹ The QSP shall determine, based on field observations, Permit requirements and ability of Contractor to independently implement SWPPP, what frequency of visits are necessary. This is offered to the Client in an effort to reduce expenses for implementing the SWPPP.

Glenview ES Inc3

- 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.
- 14. Reports will be retained onsite. Copies may be forwarded to OUSD upon request.

Payment, Deliverables and Acceptance

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

CURRENT FEE SCHEDULE	
QSP Site Inspections, Reporting, Training, Permit Monitoring and SMARTS Management (all-inclusive except lab fees)	\$ 250 ²
Total Not-to-Exceed (NTE) Fixed Fee (January 1, 2020 through December 31, 2020)	\$ 40,000

Payment is due within 60 calendar days of date of invoice. 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, and materials are included in fixed fees. All Third-Party laboratory fees are excluded. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2018

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

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

PRODUCER Roger Larson 675 Ygnacio Valley Rd. Ste B215 Walnut Creek CA 94596	CONTACT NAME: Roger Larson PHONE (A/C No. Ext): (925) 415-5097 E-MAIL ADDRESS: rlarsen@twfg.com	FAX (A/C No): (925) 465-5191
	INSURER(S) AFFORDING COVERAGE	
INSURED Hertz Environmental, Inc 2277 16Th Ave San Francisco CA 94116-1826	INSURER A: Hartford Insurance (IS)	
	INSURER B:	
	INSURER C:	
	INSURER D: Hartford Insurance (IS)	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: HERT18080611303574

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	04/01/2018	04/01/2019	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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	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	N/A	61WECAK2327	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

Oakland Unified School District and its

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
Roger Larson

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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center	Site	109
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Basic Directions

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

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

Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	Corey Dare		
OUSD Vendor ID #	001171	Title	Project Manager		
Street Address	534 23rd Avenue	City	Oakland	State	CA Zip 94606
Telephone	925-314-7123	Policy Expires			
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 #	19119				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-24-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2023

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$18,700.00
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
9650 9805	Fund 21, Measure J	210-9650-0-9805-8500-6265-109-9180-9905-9999-99999	6265	\$18,700.00

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.	Acting Director, Facilities Planning and Management				
	Signature	Date Approved	4/17/2020		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature As to form only	Date Approved	4/16/20		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	4/17/2020		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			