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File ID Number	15-0021
Introduction Date	1-28-2015
Enactment Number	15-0130
Enactment Date	1/28/15



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Mia Settles-Tidwell, Chief Operations Officer
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date January 28, 2015

Subject Independent Consultant Agreement for Environmental Services - TRC Engineers, Inc. and Aurora ESI - Piedmont Elementary School Finishing Kitchen Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with TRC Engineers, Inc. / Aurora ESI for AHERA Inspection and Management Plan Services on behalf of the District at the Piedmont Elementary School Finishing Kitchen Project, in an amount not-to exceed \$7,500.00. The term of this Agreement shall commence on January 28, 2015 and shall conclude no later than December 31, 2015.

Background The District has elected to have TRC Engineers Inc. and Aurora ESI provide hazmat for the kitchen project.

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 Professional Services with TRC Engineers, Inc. / Aurora ESI for AHERA Inspection and Management Plan Services on behalf of the District at the Piedmont Elementary School Finishing Kitchen Project, in an amount not-to exceed \$7,500.00. The term of this Agreement shall commence on January 28, 2015 and shall conclude no later than December 31, 2015.

Fiscal Impact

Measure J

Attachments

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

OAKLAND UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
ENVIRONMENTAL SERVICES

Piedmont Elementary School Finishing Kitchen Project

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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"):

The scope of the project is to provide hazmat abatement, design and construction services.

2. **Term.** Contractor shall commence providing services under this Agreement on January 28, 2015, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on December 31, 2015. 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:

<u>x</u> _____ Signed Agreement	<u>x</u> _____ Workers' Compensation Certificate
<u>x</u> _____ Insurance Certificates & Endorsements	<u>NA</u> _____ W-9 Form
<u>N/A</u> _____ Bonds (as requested by District)	<u>X</u> _____ Other: Fingerprinting

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 **Seven thousand, three hundred dollars (\$7,300.00)**
5. **Payments:** District shall Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ENVIRONMENTAL SERVICES

Piedmont Elementary School Finishing Kitchen Project

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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"):

The scope of the project is to provide hazmat abatement, design and construction services.

- 2. Term. Contractor shall commence providing services under this Agreement on January 14, 2015, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on December 31, 2015. 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:

x Signed Agreement x Workers' Compensation Certificate
x Insurance Certificates & Endorsements NA W-9 Form
N/A Bonds (as requested by District) X Other: Fingerprinting

- 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 Seven thousand, three hundred dollars (\$7,300.00)

- 5. Payments: District shall Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually

completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **NA (\$0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
9. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
10. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Contractor; or

12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

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

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

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

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

14. **Insurance.**

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

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

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions

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

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , 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

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

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

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

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

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

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

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

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

District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

23. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Disputes. In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

26. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street
Oakland, CA 94601

Attn: Rebecca Cingolani

Tel: 510-535-2750

Fax: 510-535-2751

Contractor

TRC Engineers, Inc. and Aurora ESI
436 14th Street

Oakland, CA 94612

Attn: Eloy F. Cisneros

Tel: 415-271-8152

Fax: 510-451-7002

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

28. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program). Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us,

under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

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


Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

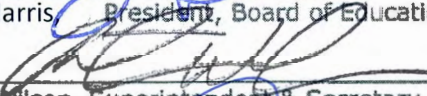
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation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



Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

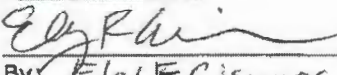
OAKLAND UNIFIED SCHOOL DISTRICT

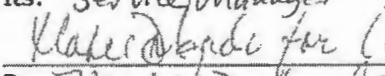

James Harris, President, Board of Education 1/29/15
Date


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


Timothy White, Deputy Chief, Facilities Planning and Management 12/16/14
Date


CONTRACTORS


For TRC Engineers, Inc. 12/10/14
Date

By: Eloy F. Cisneros
Its: Service Manager

Thales Delgado for Aurora Environmental Services, Inc. 12/10/2014
Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 12.18.14
Date

File ID Number: 15-0021
Introduction Date: 1/28/15
Enactment Number: 15-0130
Enactment Date: 1/28/15
By: 

Information regarding Contractor:

Contractor: TRC Engineers, Inc.

License No.: n/a

Address: 123 Technology Drive West
Irvine, CA 92618

Telephone: 949-727-9336

Facsimile: 949-789-4425

E-Mail: JLewis@TRCSolutions.com

Type of Business Entity:

Individual Sole

Proprietorship

Partnership Limited

Partnership

Limited Liability Company

Corporation, State: California

Other: _____

EIN 33-0648915 _____:

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: November 14, 2014

Proper Name of Contractor: TRC Engineers, Inc.

Signature: Josh Lewis
Digitally signed by Josh Lewis
DN: cn=Josh Lewis, o=TRC, ou=www.trc-engineers.com, email=jlewis@trc-engineers.com, c=US
Date: 2014.11.14 11:21:26 -0700

Print Name: Josh Lewis

Title: Central & Western Region BSI Practice Leader

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

Information regarding Contractor:

Contractor: Aurora ESI
License No.: _____
Address: 226 Fourth St. Ste 200
Oakland, CA
Telephone: 510-444-1300
Facsimile: 510-444-3960
E-Mail: mdelgado@auroras.com
Type of Business Entity:
 Individual Sole
 Proprietorship Partnership Limited Partnership
 Limited Liability Company
 Corporation, State: California
 Other: _____

EIN 45-5185999
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: November 12, 2014
Proper Name of Contractor: Aurora Environmental Services, Inc
Signature: [Signature]
Print Name: Klausel Delgado
Title: President/CEO

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

EXHIBIT A
Scope of Services

Contractor shall perform the following Services:

SCOPE OF SERVICES GENERAL

Hazardous Materials Abatement Design

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

EXHIBIT B
Hourly Personnel Rates
and
Schedule of Fees and Charges



**RESPONSE TO: OAKLAND UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS FOR:
HAZARDOUS MATERIAL ABATEMENT DESIGN AND CONSTRUCTION SERVICES
FOR VARIOUS SCHOOL SITES**

Section 8: Professional Fees:

Estimated Project Fees:

TRC/Aurora ESI is prepared to perform the scope of services as described in the RFP for the following time-and-materials (T&M) not-to-exceed (NTE) fees:

Project/Site	HazMat Survey	Construction Documents	Project Management	Abatement Monitoring*	Project Subtotal**	Project Total***
Finishing Kitchens					\$31,600	\$30,336
Hillcrest Elementary	\$2,100	\$1,800	\$2,400	\$1,200	\$7,500	\$7,200
Kaiser Elementary	\$2,900	\$1,800	\$2,400	\$1,200	\$8,300	\$7,968
Piedmont Avenue Elementary	\$2,100	\$1,800	\$2,400	\$1,200	\$7,500	\$7,200
Laurel Elementary	\$2,900	\$1,800	\$2,400	\$1,200	\$8,300	\$7,968
Finishing Kitchens HazMat Survey cost estimate includes up to 24 bulk PLM samples and 3 paint chip FAA samples on 3-day TAT per site.						
Student Restroom Renovations					\$90,000	\$86,400
Fruitvale Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Sobrante Park Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Elmhurst Middle School	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Webster Academy Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Lockwood Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Oakland Tech Fashion Academy	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Roosevelt Middle School	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Piedmont Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Allendale Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Garfield Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Melrose Leadership Academy	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Parker Elementary	\$2,400	\$1,800	\$2,100	\$1,200	\$7,500	\$7,200
Student Restroom Renovations HazMat Survey cost estimate includes 24 bulk PLM samples and 3 paint chip FAA samples on 3-day TAT per site.						
New Central Commissary					\$11,650	\$11,184
Foster Elementary	\$5,950	\$2,100	\$2,400	\$1,200	\$11,650	\$11,184
New Central Commissary HazMat Survey scope of work includes 100 bulk PLM samples and 10 paint chip FAA samples on 3-day TAT per site.						
Various Improvements					\$9,800	\$9,408
Aspire Berkley Maynard Academy	\$4,100	\$2,100	\$2,400	\$1,200	\$9,800	\$9,408
Aspire Berkley Maynard Academy HazMat Survey cost estimate includes 48 bulk PLM samples and 5 paint chip FAA samples on 3-day TAT per site.						

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

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

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



RESPONSE TO: **OAKLAND UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS FOR:
HAZARDOUS MATERIAL ABATEMENT DESIGN AND CONSTRUCTION SERVICES
FOR VARIOUS SCHOOL SITES**

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

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

**RATE SCHEDULE
AHERA CONSULTING SERVICES**

<u>Labor</u>	<u>Unit</u>	<u>Rate</u>
Senior Project Manager	Hour	\$166.00
Project Manager	Hour	\$146.00
Senior Scientist	Hour	\$114.00
Project Scientist	Hour	\$94.00
Senior Field Technician	Hour	\$82.00
Field Technician	Hour	\$62.00
Senior Administrator	Hour	\$78.00
Project Administrator	Hour	\$62.00

<u>Laboratory Analysis</u>	<u>Unit</u>	<u>Rate</u>
PLM on 3-day turn-around-time (TAT)	Bulk Sample	\$12.00
PLM on 24-hour TAT	Bulk Sample	\$15.00
PLM 400-Point Count on 3-day TAT	Bulk Sample	\$35.00
PLM 400-Point Count on 24-hour TAT	Bulk Sample	\$50.00
PCM on 24-hour TAT	Air Sample	\$12.00
PCM on 6-hour TAT	Air Sample	\$20.00
TEM on 24-hour TAT	Air Sample	\$75.00
TEM on 6-hour TAT	Air Sample	\$125.00

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Low Flow Air Sampling Pump	Day	\$15.00
High Flow Air Sampling Pump	Day	\$15.00

<u>Expenses</u>	<u>Unit</u>	<u>Rate</u>
Mileage	Mile	\$0.57
Delivery	Each	Cost +15%
Other Expenses	Each	Cost +15%

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.

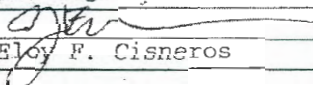
_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel.

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

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: November 13, 2014
Name of Consultant or Company: Aurora Environmental Services, Inc.
Signature: [Handwritten Signature]
Print Name and Title: Josep Delgado President/CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2014

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 Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta, GA 30350 Matias Ormaza	1-770-552-4225	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: jerry.noyola@greyling.com	FAX (A/C, No): 866-550-4082
INSURED TRC Environmental Corporation TRC Companies, Inc. 7600 North 16th Street Suite 110 Phoenix, AZ 85020		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee & Liability Insurance INSURER C: American Zurich Insurance Company INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES

CERTIFICATE NUMBER: 42275823

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GLO5472507-02	07/01/14	07/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" 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		BAP 5472506-02	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		AUC-6547767-05	07/01/14	07/01/15	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC5472508-02	07/01/14	07/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	Professional Liability Including Pollution Liability		EOC 5472532-02	07/01/14	07/01/15	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Piedmont Avenue Elementary School - 4314 Piedmont Ave, Oakland CA 94611
Oakland Unified School District, its directors, officers, employees, agents & representatives are named as Additional insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Timothy White 955 High Street Oakland, CA 94601 USA	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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INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information

Project Name	Piedmont Elementary School Finishing Kitchen Project	Site	146
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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
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Contractor Information

Contractor Name	TRC Engineers, Inc. and Aurora ESI	Agency's Contact	Eloy F. Cisnoros		
OUSD Vendor ID #	I006355	Title	Project Manager		
Street Address	436-14 th Street, Suite 1010	City	Oakland	State	CA
Telephone	415-271-8152	Policy Expires	7-1-2015		
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 #	13184				

Term

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

Total Contract Amount	\$	Total Contract Not To Exceed	\$7,500.00
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	1469905891	6171	\$7,500.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director of Facilities				
	Signature	Date Approved	12/16/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	12-18-14		
3.	Deputy Chief, Facilities Planning and Management				
	Signature to Tim White	Date Approved	12/16/14		
4.	Chief Operations Officer, Board of Education				
	Signature	Date Approved	1/9/15		
5.	President, Board of Education				
	Signature	Date Approved			