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| Introduction Date                        | 1-14-2015    |
| Enactment Number                         | 15-0031      |
| Enactment Date                           | 1/14/15 O.A. |



# 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 14, 2015

**Subject** Independent Consultant Agreement for Professional Services - TRC Inc. and Aurora ESI - Division of Risk Management 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 Division of Risk Management Project, in an amount not-to exceed \$280,000.00. The term of this Agreement shall commence on January 14, 2015 and shall conclude no later than December 31, 2015.

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

**Local Business Participation Percentage** 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for

all individuals participating in the learning process.

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

**Recommendation**

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 Division of Risk Management Project, in an amount not-to exceed \$280,000.00. The term of this Agreement shall commence on January 14, 2015 and shall conclude no later than December 31, 2015.

**Fiscal Impact**

Risk Management

**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 26<sup>th</sup> day of September, 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"):

General services to be provided by the consultant selected via this RFP shall be performed in accordance with the Asbestos Hazard Emergency Response Act (AHERA), and Title 8 of the California Code of Regulations, as well as all applicable local, state and federal laws.

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:

|   |   |
|---|---|
| <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             |

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 Two hundred and eighty thousand dollars and no cents (\$280,000).

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 **Two hundred and eighty thousand dollars and no cents (\$280,000)**. 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 |
|---|---------------------|
| <b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | \$ 1,000,000        |
| Each Occurrence   | \$ 1,000,000        |
| General Aggregate   |                     |
| <b>Automobile Liability Insurance - Any Auto</b>  |                     |
| Each Occurrence   | \$ 1,000,000        |
| General Aggregate   | \$ 1,000,000        |
| <b>Professional Liability</b>   | \$ 1,000,000        |
| <b>Workers Compensation</b>   | Statutory Limits    |
| <b>Employer's Liability</b>   | \$ 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 14<sup>th</sup> 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

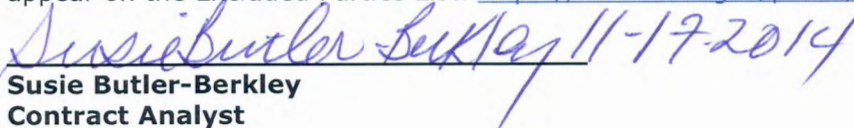


minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, Bids and Requests 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>

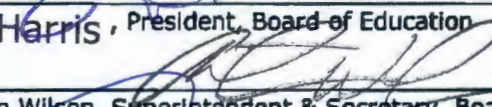
  
**Susie Butler-Berkley**  
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
James Harris, President, Board of Education

1/15/15  
Date

  
Antwan Wilson, Superintendent & Secretary, Board of Education

1/15/15  
Date

  
Timothy White, Deputy Chief, Facilities Planning and Management

12/17/14  
Date

**CONTRACTOR**

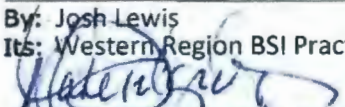
Josh Lewis

Digitally signed by Josh Lewis  
DN: cn=Josh Lewis, o=TRC, ou,  
email=jlewis@trcsolutions.com, c=US  
Date: 2014.11.13 10:43:08 -07'00'

November 13, 2014

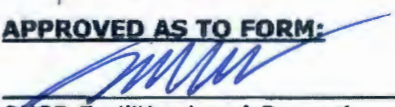
By: Josh Lewis  
Its: Western Region BSI Practice Leader

Date

  
By: Hubel Delgado  
Its: President CEO

November 13, 2014  
Date

**APPROVED AS TO FORM:**

  
OUSD Facilities Legal Counsel

12.10.14  
Date

File ID Number: 14-2509  
Introduction Date: 1/14/15  
Enactment Number: 15-0031  
Enactment Date: 1/14/15  
By: OA



**EXHIBIT A**  
**Scope of Services**

Contractor shall perform the following Services:

**1. SCOPE OF SERVICES GENERAL**

General services to be provided by the consultant selected via this RFP shall be performed in accordance with the Asbestos Hazard Emergency Response Act (AHERA), and Title 8 of the California Code of Regulations, as well as all applicable local, state and federal laws.

The scope of services shall include but not be limited to the following:

- a. Conduct an initial inspection to identify and map the location of Asbestos-Containing Building Material (ACBM).
  - i. The initial inspection to identify and map the location of ACBM shall be done by testing. A properly qualified AHERA inspector shall take samples for lab testing. The goal is to identify material that actually contains asbestos.
- b. Draft complete and updated asbestos management plans for District sites to ensure compliance with AHERA.
  - i. The "Designated Person" needs to be identified in the plan. The plan should also document the training of the Designated Person, training of custodian and maintenance staff if required, immediate response and abatement actions, the current amount of ACBM, and compliance with other parts of the AHERA regulations.
- c. General Requirements:
  - i. The firm will assign only those consultant(s) who are bona-fide employees of said firm to perform the functions specified under this RFP ("Asbestos Inspectors"). Any consultant(s) assigned to provide services under the terms of the Independent Contractor Agreement ("Agreement") awarded must hold a valid, current license in the appropriate discipline(s) issued by the authorized California agency.
  - ii. Upon award of Agreement, and prior to initiating the inspection, the Asbestos Inspector(s) shall work with the District identified Designated Person. Prior to visiting District sites to initiate inspections, the Asbestos Inspector(s) shall coordinate with the Designated Person and present a current, valid form of identification and a current, valid Asbestos Inspector license issued by the authorized California agency.
  - iii. The inspection shall be performed pursuant to 40 CFR 763.85(4)(b)(3)(i) through (vii), and at a minimum, the consultant(s) shall:
    - 1. Visually inspect and assess, under 763.88, the condition of all friable known or assumed ACBM.
    - 2. Collect samples and submit the samples for analysis in accordance with 763.86 and 763.87 for each homogeneous area

of friable material that is assumed to be ACBM. All samples will be analyzed by a laboratory with current National Voluntary Laboratory Accreditation Program accreditation.

- iv. The inspection report will clearly indicate the date of inspection, and shall be signed by each inspector and/or management planner who contributes to the inspection and the review or revision of the management plan.
- v. The inspection report will identify homogeneous areas consistent with the terms and intent of AHERA. For the purpose of satisfying the scope of work under this RFP, only materials that are uniform in color, texture and size will be considered homogeneous.
- vi. The firm will submit the inspection report in a user-friendly document that, when reviewed by parents, teachers or other interested parties, will clearly identify the types, locations, amounts and condition of the following:
  1. any ACBM that is assumed to be ACM,
  2. any material that was sampled and determined to be non-asbestos containing, and
  3. any material that was sampled and determined to be ACM.
- vii. The firm will develop a management plan for each District site that is consistent with the industry standard and demonstrates a state of the art work product that reflects current technology and best practices.
- viii. The firm will submit the inspection report to the DISTRICT within 30 days of the inspection, for inclusion into the newly drafted management plan.
- ix. The firm shall ensure that response action(s) recommendations described in the management plan are specific to each site and to the ACBM involved, and that the implementation schedule is clear.
- x. The firm shall assign its properly licensed consultant(s) to develop the management plan which shall include accurate quantities and locations of ACM.
- xi. The firm shall assign its properly licensed consultant(s) to draft the management plan to verify that all AHERA required elements are present, pursuant to 763.93(e)(1) through (12).
- xii. The firm shall assign its properly licensed consultant(s) to ensure that all recordkeeping requirements are met, pursuant to 763.94, including:
  1. A current designated person statement,
  2. Dated copies of annual notifications and method of notification,<sup>a</sup>
  3. Training records,
  4. Periodic surveillance records, v. Response action records,
  5. Outside contractor notification,<sup>b</sup> and

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<sup>a</sup> The firm will consult with the Designated Person on methods to be used by the District for annual notification and outside contractor notification, so that the plan reflects the actual methods employed by the District.

<sup>b</sup> The firm will consult with the Designated Person on methods to be used by the District for annual notification and outside contractor notification, so that the plan reflects the actual methods employed by the District.



6. The firm shall notify the District which, if any, of these documents are missing from the management plan.
- xiii. The firm shall assign its properly licensed consultant(s) to review the adequacy of the Operations and Maintenance Program (O&M) and make updates or revisions as necessary. The firm shall ensure that the O&M program is site-specific, and incorporates best practices and/or industry standards for the in-place management of the types, amounts, locations and condition of the ACBM identified or assumed to be present in each school or administrative building. The firm shall ensure that any analytical reports for bulk sample analysis are included in the O&M program.

As part of the O&M Program, the firm shall provide an updated evaluation of resources needed to complete response actions successfully and carry out inspection, operations and maintenance activities, periodic surveillance and training.

- xiv. The firm shall assign its properly licensed consultant(s) to provide response action recommendations that are consistent with AHERA pursuant to 763.93(b) through (f).
- xv. The firm will ensure that the management plans developed for the District contain the proper protocols for the District to correct any non-compliance that is within the District's authority to correct, including but not limited to:
  1. Failure to designate a person to ensure AHERA requirements are fulfilled,
  2. Failure to train the designated person or maintenance/custodial personnel,
  3. Failure to implement a response action, and
  4. Failure to post warning labels adjacent to friable and nonfriable ACM in routine maintenance areas, and if the signs are not readily visible upon entry and read as required under AHERA.
- xvi. The firm will provide two complete copies of the inspection report and management plan for each site within the District.

2.

Elementary Schools

[Anthony Chabot](#)

[Cleveland](#)

[Crocker Highlands](#)

[Emerson](#)

[Golden Gate](#) (Berkley Maynard Academy\*)

[Henry J. Kaiser, Jr.](#)

[Hoover](#)

[Joaquin Miller](#)

[Lafayette](#)

[Lincoln](#)

[Longfellow](#) (Oakland Military Institute\*)

[Martin Luther King, Jr.](#)

[Montclair](#)

[Peralta](#)

[Piedmont](#)

[Prescott](#) (Preparatory Literary Academy)

[Santa Fe](#)

[Sequoia](#)

[Thornhill](#)

[Washington](#) (Sankofa Academy)

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Middle Schools

[Claremont](#)

[Lowell](#) (West Oakland Middle School & KIPP  
Bridge Charter Academy\*)

[Montera](#)

[Ralph Bunche](#)

[Westlake](#)

*\*Charter school*

K-8

[Hillcrest](#)

---

**Region 2**

Elementary Schools

[2111 International Blvd.](#) (Community School  
for Creative Education\*)

[Allendale](#)

[Bella Vista](#)

[Cesar Chavez](#) (International Community  
School & Think College Now)

[Franklin](#)

[Fruitvale](#)

[Garfield](#)

[Glenview](#)

[Hawthorne](#) (Achieve Academy\* & World  
Academy\*)

[Horace Mann](#)

[Jefferson](#) (Global Family School & Learning  
Without Limits\*)

[La Escuelita](#)

[Laurel](#)

[Lazear](#) (EFC Lazear\*)

[Manzanita](#)

[Melrose](#) (Bridges Academy)

[Redwood Heights](#)

[Sherman](#) (Urban Montessori\*)

---

Middle Schools

[Bret Harte](#)

[Calvin Simmons](#) (Life Academy & United For  
Success)

[Edna Brewer](#)

[Roosevelt](#)

[Urban Promise](#)

*\*Charter school*

K-8

[Ascend](#)\*

[Maxwell Park](#) (Melrose Leadership Academy)

---

**Region 3**



Elementary Schools

Brookfield

Burckhalter

Carl B. Munck

E. Morris Cox (REACH Academy & Education for Change\*)

Grass Valley

Highland (RISE & New Highland Academy)

Howard

Lockwood (Community United & Futures Academy)

Markham

Parker

Sobrante Park

Stonehurst (Esperanza & Fred T. Korematsu)

Thurgood Marshall (100 BMBACS\*)

Toler Heights

Webster Academy (East Oakland PRIDE Elementary)

Whittier (Greenleaf Elementary)

Woodland (ACORN Woodland & EnCompass Academy)

---

Middle Schools

Elmhurst (Alliance Academy & Elmhurst Community Prep Academy)

Frick

Havenscourt (Coliseum College Prep Academy & Roots Int'l Academy)

King Estates (BayTech\* & Sojourner Truth Independent Study)

Madison

*\*Charter school*

---

6-12

Community Day

---

**High Schools**

Castlemont

Dewey

Far West

Fremont

McClymonds

Met West

Oakland High

Oakland Tech

Skyline

Street Academy

Verdesse Carter (Oakland International High School)

---

**Adult Education, Admin., & Other**

900 High Street N/A

955 High Street N/A

Administration Building and Annex -Closed

Bond Street Annex School

Burbank

Cole

Edward Shands Adult Ed. Center

Foster

John Swett/Tilden

Lakeview

Neighborhood Centers

Pleasant Valley Adult Ed. Center

Rudsdale

**EXHIBIT B**  
**Hourly Personnel Rates**  
**and**  
**Schedule of Fees and Charges**





436 14th Street  
Suite 1020  
Oakland, CA 94612

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

www.trcsolutions.com

**2014-2015\* Time-and-Materials (T&M) Rate Schedule for Oakland Unified School District Projects:**

TRC Engineers, Inc. will perform consulting services for the Oakland Unified School District in accordance with the following T&M rates:

**RATE SCHEDULE**

| <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     |
| Abatement Monitoring Shift**        | Day         | \$1,200.00  |
| <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%   |

\* Rates are valid January 1, 2014 to December 31, 2015.

\*\* Abatement monitoring shift rate is based on one 8-hour shift and includes up to five (5) PCM air samples analyzed on a 24-hour turn-around time.



**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.

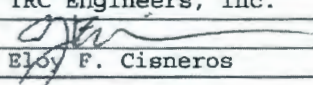
\_\_\_\_\_ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ 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:

Name of Consultant or Company:

Signature:

Print Name and Title:

November 12, 2014  
Aurora Environmental Services, Inc.  
*[Handwritten Signature]*  
Rafael Delgado, President/CEO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/07/2014

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).

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

**COVERAGES**

CERTIFICATE NUMBER: 42065148

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

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

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<br>Rebecca Cingolani<br>955 High Street<br>Oakland, CA 94601<br>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.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2014

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).

|  |   |                                    |
|--|---|------------------------------------|
| <b>PRODUCER</b><br>Van Oppen & Co. 2, Inc.<br>PO Box 793<br>Teton Village WY 83025   | <b>CONTACT NAME:</b> Mike Brin<br><b>PHONE (A/C, No, Ext):</b> 800-746-0048<br><b>E-MAIL ADDRESS:</b> service@vanoppenco2.com | <b>FAX (A/C, No):</b> 307-733-7439 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                    |
| <b>INSURED</b><br>AUROR-1<br>Aurora Environmental Services,<br>ATTN: Mabel Delgado<br>601 Ferry Street<br>Building 2, Suite 2<br>Martinez CA 94553 | <b>INSURER A:</b> Westchester Surplus Lines      NAIC # 10172   |                                    |
|  | <b>INSURER B:</b> Golden Eagle Insurance Company      10836   |                                    |
|  | <b>INSURER C:</b>   |                                    |
|  | <b>INSURER D:</b>   |                                    |
|  | <b>INSURER E:</b>   |                                    |
|  | <b>INSURER F:</b>   |                                    |


**COVERAGES**      **CERTIFICATE NUMBER:** 1921309695      **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CPL (Pollution)<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                         | Y         | Y        | G24295928 002 | 6/21/2014               | 6/21/2016               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS<br><b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$ | Y         |          | BA1081954     | 2/1/2014                | 2/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | WC STATU-TORY LIMITS    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A        | Professional Liability<br>"Claims Made"<br>Subject to GL Aggregate   |           |          | G24295928 002 | 6/21/2014               | 6/21/2016               | Each Claim \$1,000,000<br>Aggregate \$2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Oakland Unified School District is named as Additional Insured for General Liability as required by written contract. Coverage shall be primary/non-contributory and a Waiver of Subrogation applies as required by contract. 10 days notice of cancellation for non-payment and 30 days notice/other.

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| Oakland Unified School<br>ATTN: Ms. Rebecca Cingolani<br>955 High Street<br>Oakland CA 94606 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

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|  |                                |   |   |
|--|--------------------------------|---|---|
| Named Insured<br>Aurora Environmental Services, Inc.                                 |                                |   | Endorsement Number                          |
| Policy Symbol<br>ECP   | Policy Number<br>G24295928 002 | Policy Period<br>06/21/2014 to 06/21/2016 | Effective Date of Endorsement<br>06/21/2014 |
| Issued By (Name of Insurance Company)<br>Westchester Surplus Lines Insurance Company |                                |   |   |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT  
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

|   |
|---|
| <p><u>Name of Person or Organization:</u><br/>As required by written contract</p> |
|---|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

**2. Exclusions**

This insurance does not apply to **bodily injury or property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

|  |                                |   |   |
|--|--------------------------------|---|---|
| Named Insured<br>Aurora Environmental Services, Inc.                                 |                                |   | Endorsement Number                          |
| Policy Symbol<br>ECP   | Policy Number<br>G24295928 002 | Policy Period<br>06/21/2014 to 06/21/2016 | Effective Date of Endorsement<br>06/21/2014 |
| Issued By (Name of Insurance Company)<br>Westchester Surplus Lines Insurance Company |                                |   |   |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS  
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

|   |
|---|
| <u>Name of Person or Organization:</u><br>As required by written contract |
|---|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include:

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD**

|  |                                |   |   |
|--|--------------------------------|---|---|
| Named Insured<br>Aurora Environmental Services, Inc.                                 |                                |   | Endorsement Number                          |
| Policy Symbol<br>ECP   | Policy Number<br>G24295928 002 | Policy Period<br>06/21/2014 to 06/21/2016 | Effective Date of Endorsement<br>06/21/2014 |
| Issued By (Name of Insurance Company)<br>Westchester Surplus Lines Insurance Company |                                |   |   |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

|                                 |
|---------------------------------|
| As required by written contract |
|---------------------------------|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.



**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD  
PRIMARY & NON-CONTRIBUTORY**

|  |                                |   |   |
|--|--------------------------------|---|---|
| Named Insured<br>Aurora Environmental Services, Inc.                                 |                                |   | Endorsement Number                          |
| Policy Symbol<br>ECP   | Policy Number<br>G24295928 002 | Policy Period<br>06/21/2014 to 06/21/2016 | Effective Date of Endorsement<br>06/21/2014 |
| Issued By (Name of Insurance Company)<br>Westchester Surplus Lines Insurance Company |                                |   |   |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury or property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

Furthermore, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

All other terms and conditions remain the same.

|  |                                |   |   |
|--|--------------------------------|---|---|
| Named Insured<br>Aurora Environmental Services, Inc.                                 |                                |   | Endorsement Number                          |
| Policy Symbol<br>ECP   | Policy Number<br>G24295928 002 | Policy Period<br>06/21/2014 to 06/21/2016 | Effective Date of Endorsement<br>06/21/2014 |
| Issued By (Name of Insurance Company)<br>Westchester Surplus Lines Insurance Company |                                |   |   |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-25-2014

GROUP:  
POLICY NUMBER: 9073382-2013  
CERTIFICATE ID: 4  
CERTIFICATE EXPIRES: 09-27-2014  
09-27-2013/09-27-2014

OAKLAND UNIFIED SCHOOL DISTRICT NA  
955 HIGH ST  
OAKLAND CA 94601-4404

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2014-09-25 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - DELGADO, MABEL P,S T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-07-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2014-09-25 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
OAKLAND UNIFIED SCHOOL DISTRICT

EMPLOYER

AURORA ENVIRONMENTAL SERVICES NA  
601 FERRY ST  
MARTINEZ CA 94553

[P10,NA]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/07/2014

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).

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

**COVERAGES**

CERTIFICATE NUMBER: 42065148

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        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><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<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                    | BAP 5472506-02 | 07/01/14                | 07/01/15                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  |                    | AUC-6547767-05 | 07/01/14                | 07/01/15                | EACH OCCURRENCE \$ 9,000,000<br>AGGREGATE \$ 9,000,000  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input checked="" type="checkbox"/> N/A  |                    | WC5472508-02   | 07/01/14                | 07/01/15                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |
| A        | <b>Professional Liability</b><br>Including Pollution Liability  |                    | EOC 5472532-02 | 07/01/14                | 07/01/15                | Per Claim 5,000,000<br>Aggregate 5,000,000  |

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

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<br><br>Rebecca Cingolani<br>955 High Street<br><br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

USA

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**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.**

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**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.trcsolutions.com, email=jlewis@trc.com

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: 220 Fourth St. Ste 200  
Oakland, CA

Telephone: 510-444-1300

Facsimile: 510-444-3900

E-Mail: mdelgado@auroraservices.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: Klaire 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.)





## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

### Project Information

|                     |                                      |             |  |
|---------------------|--------------------------------------|-------------|--|
| <b>Project Name</b> | AHERA Inspection and Management Plan | <b>Site</b> |  |
|---------------------|--------------------------------------|-------------|--|

### Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

### Contractor Information

|                           |   |                                    |                                   |              |    |
|---------------------------|---|------------------------------------|-----------------------------------|--------------|----|
| <b>Contractor Name</b>    | TRC Inc and Aurora ESI  | <b>Agency's Contact</b>            | Eloy F. Cisnoros                  |              |    |
| <b>OUSD Vendor ID #</b>   | New Vendor  | <b>Title</b>                       | Project Manager                   |              |    |
| <b>Street Address</b>     | 436-14 <sup>th</sup> Street, Suite 1010                               | <b>City</b>                        | Oakland                           | <b>State</b> | CA |
| <b>Telephone</b>          | 415-271-8152  | <b>Policy Expires</b>              | 7-1-2015                          |              |    |
| <b>Contractor History</b> | Previously been an OUSD contractor? x Yes <input type="checkbox"/> No | <b>Worked as an OUSD employee?</b> | <input type="checkbox"/> Yes x No |              |    |
| <b>OUSD Project #</b>     | NA  |                                    |                                   |              |    |

### Term

|                             |           |   |            |
|-----------------------------|-----------|---|------------|
| <b>Date Work Will Begin</b> | 1-14-2015 | <b>Date Work Will End By</b><br>(not more than 5 years from start date) | 12-31-2015 |
|-----------------------------|-----------|---|------------|

### Compensation

|                                      |    |                                     |              |
|--------------------------------------|----|-------------------------------------|--------------|
| <b>Total Contract Amount</b>         | \$ | <b>Total Contract Not To Exceed</b> | \$280,000.00 |
| <b>Pay Rate Per Hour (If Hourly)</b> | \$ | <b>If Amendment, Changed Amount</b> | \$           |
| <b>Other Expenses</b>                |    | <b>Requisition Number</b>           |              |

### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

| Resource # | Funding Source  | Org Key    | Object Code | Amount       |
|------------|-----------------|------------|-------------|--------------|
| 0000       | Risk Management | 9189000892 | 6215        | \$280,000.00 |

### Approval and Routing (in order of approval steps)

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

|    |  |                      |              |            |              |
|----|--|----------------------|--------------|------------|--------------|
|    | <b>Division Head</b>   | <b>Phone</b>         | 510-535-7038 | <b>Fax</b> | 510-535-7082 |
| 1. | <b>Risk Management Officer</b>   |                      |              |            |              |
|    | Signature  | <b>Date Approved</b> | 11/17/14     |            |              |
| 2. | <b>General Counsel, Department of Facilities Planning and Management</b> |                      |              |            |              |
|    | Signature  | <b>Date Approved</b> | 12-10-14     |            |              |
|    | <b>Deputy Chief, Facilities Planning and Management</b>                  |                      |              |            |              |
| 3. | Signature  | <b>Date Approved</b> | 12/10/14     |            |              |
|    | <b>Chief Operations Officer, Board of Education</b>                      |                      |              |            |              |
| 4. | Signature  | <b>Date Approved</b> | 12/17/14     |            |              |
|    | <b>President, Board of Education</b>                                     |                      |              |            |              |
| 5. | Signature  | <b>Date Approved</b> |              |            |              |