

Board Office Use: Legislative File Info.	
File ID Number	14-0010
Introduction Date	1-28-2015
Enactment Number	15-0119
Enactment Date	1/28/15 2-12



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thinking Students

## Memo

**To** Board of Education

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

**Board Meeting Date** January 28, 2015

**Subject** Independent Consultant Agreement for Environmental Services - Hertz Environmental - Whittier Elementary School Expansion-New Construction Project

---

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

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

**Local Business Participation Percentage** 100.00%

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

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

planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

**Recommendation**

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

**Fiscal Impact**

Measure J

**Attachments**

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES  
ENVIRONMENTAL SERVICES**

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

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

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

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input type="checkbox"/> W-9 Form
<input type="checkbox"/> Bonds (as requested by District)	<input checked="" type="checkbox"/> Other: Fingerprinting
<input checked="" type="checkbox"/> Debarment Certificate	

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

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

injury or property damage; or

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

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

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

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

### 13. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

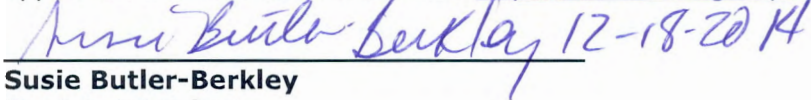
27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance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



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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

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

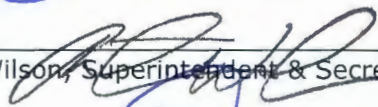
  
\_\_\_\_\_

**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 12/14  
Date


**CONTRACTOR**

HERTZ Environmental, Inc. December 16, 2014

By: Robb Hertz Date  
Its: President

**APPROVED AS TO FORM:**

  
OUSD Facilities Legal Counsel 12.18.14  
Date

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

**Information regarding Contractor:**

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

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

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

---

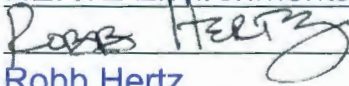
---

**WORKERS' COMPENSATION CERTIFICATION**

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

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

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

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

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

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

Contractor shall perform the following Services:

- 1.

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

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

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

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

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

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

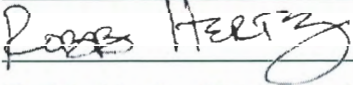
Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

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

Date: December 16, 2014

Name of Consultant or Company: HERTZ Environmental, Inc.

Signature: 

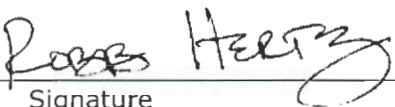
Print Name and Title: Robb Hertz, President

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

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

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

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

By:   
Signature

Robb Hertz  
Typed or Printed Name

President  
Title



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

**877-77-HERTZ**  
310.415.0716  
415.968.6400 fax

**Oakland Office**  
505 14<sup>th</sup> Street, Suite 900  
Oakland, CA 94612

November 24, 2014

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

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

Dear Ms. Chatman:

HERTZ Environmental, Inc. ("HERTZ") is pleased to provide this proposal to the Oakland Unified School District ("District") for complete stormwater compliance services pursuant to the Construction General Permit, Order No. 2009-0009-DWQ, hereinafter referred to as "Permit". This proposal is divided into three parts—(1) pre-bid coordination to review design drawings and assist District with the preparation of contract specifications; (2) to prepare a Storm Water Pollution Prevention Plan (SWPPP) and (3) to act as the Qualified SWPPP Practitioner for the referenced project.

### **Project Understandings and Basis for this Proposal**

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

## Scope of Work

### I Pre-Bid Planning and Coordination

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

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

### II Preparation of SWPPP

Prepare a Storm Water Pollution Prevention Plan for the referenced project that includes the following components, pursuant to the requirements of the Permit.

1. Conduct a risk assessment to determine what Risk Level (1-3) the project is by determining the potential rate of erosion (using the Revised Universal Soil Loss Equation (RUSLE)) and risk of discharge to a beneficially-impaired water body per Appendix 1 of the Permit.
2. Provide description of existing soils and determine hydrologic soil group (HSG) and determine runoff coefficients between pre- and post construction, as needed.
3. Perform a preliminary hydrologic analysis of the project site including calculating the change in runoff rate and volume between pre- and post construction ( $\Delta q$ ), as needed.
4. Identify onsite pollutant sources and recommend Best Management Practices (BMPs) that address the following:
  - a. Erosion control;
  - b. Tracking control;
  - c. Sediment control;
  - d. Wind erosion control;
  - e. Non-storm water control;
  - f. Waste management and materials pollution control;
  - g. Management of discharges to ground surface and watersheds;
  - h. Protection of natural waterways and municipal storm drains.

## Greenleaf Elementary at Whittier – Phase I

5. Prepare Water Pollution Control Drawings (WPCDs) and a typical BMP construction sheets. Please note that if no erosion control plan is available, Client's topographic survey or improvement plans will serve as a base map.
6. Prepare a Rain Event Action Plan (REAP) as required.
7. Prepare a Construction Site Monitoring Program (CSMP) as required.
8. Include templates for training logs, monitoring programs, sampling data and inspection reports.
9. Provide recommended BMPs and their locations on the WPCDs.
10. Distribute SWPPPs to District project management team for review and acceptance. Once finalized, include SWPPP in bid documents and electronically submit to SMARTS.
11. Provide post-construction water balance calculations for projects outside a Phase II permitted area, as required. Post-construction runoff reduction credits will be discussed during SOW-I, Item 1.
12. Be available for questions by the site superintendent and make appropriate revisions to the SWPPP throughout the construction process.
13. Provide additional compliance support to the site superintendent to provide to agency inspectors in the event that a Notice to Comply (NTC), Notice of Non-Compliance (NONC) or Notice of Violation (NOV) is issued.
14. Groundwater: provide a schedule of Pollutants of Concern (POC) and instructions for the sampling consultant in the event that groundwater is encountered. Groundwater plan will be incorporated into the SWPPP for review by the lead agency<sup>1</sup> and will be prepared according to the guidelines of the Permit.
15. Prepare a Sampling, Analysis, and Monitoring Plan.
16. If groundwater is encountered and if the Contractor (with Lead Agency approval) choose not to allow water to recharge, either:
  - a. Assist District to submit an application for a dewatering discharge permit with the San Francisco Regional Water Quality Control Board (SFRWQCB) to allow discharges to surface, or
  - b. Assist Contractor with obtaining a permit with the County of Alameda to discharge to sanitary sewer, or
  - c. Coordinate with outside party to pump water to baker truck to be delivered to a State-certified off-site water treatment facility.

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

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

---

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

Greenleaf Elementary at Whittier – Phase I

1. Prepare and submit (on behalf of District) Notice of Intent (NOI) including upload of all project review documents to SMARTS.
2. Coordinate with SWRCB to expedite obtaining coverage under the Permit and issuance of a waste discharge identification (WDID) number.
3. Provide SWPPP and Permit compliance training to Contractor and subcontractors at tailgate meetings.
4. Conduct weekly or bi-weekly site inspections to:
  - a. Audit Contractor's performance in implementing SWPPP,
  - b. Provide ongoing education to Contractor and subcontractors to maintain compliance with Permit, and
  - c. Complete required BMP Inspection Reports for weekly and pre-/ post-storm events.
5. Collect water samples during qualifying rain events, as required for Risk Level 2 and 3 projects.
6. Deliver water samples to and coordinate with ELAP-accredited laboratory for analysis of water samples to test levels of pH and turbidity, as required for Risk Level 2 and 3 projects.
7. Submit lab results (ad hoc reporting) and submit corrective action reports, if necessary, to SWRCB via SMARTS.
8. Follow up with Contractor in performing required corrective actions per SOW-III, Items 6 and 7.
9. Complete required reports including rain event action plans (REAPs), training logs, quarterly construction site monitoring reports for non-visible pollutants, and compile weekly, pre-/post-storm BMP inspection checklists into Annual Report.
10. Prepare and submit (on behalf of District) Annual Report on or before September 1 of each reporting year.
11. Provide additional compliance support to Contractor in the event that a Notice to Comply (NTC) or Notice of Violation (NOV) is issued. Coordinate necessary corrective actions directly with SFRWQCB.
12. Coordinate with erosion/sediment control BMP supplier for proper installation and maintenance of devices.
13. Determine time to terminate coverage under the Permit and submit a Notice of Termination (NOT) upon completion of the project, which includes either (1) providing demonstrable evidence to SWRCB that the site has achieved final stabilization and construction is complete or (2) meet with SFRWQCB inspector at the site to perform a field reconnaissance.

Greenleaf Elementary at Whittier – Phase I

**Payment, Deliverables and Acceptance**

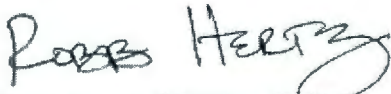
Services described in Scope of Work shall be provided based on the following fixed fee budgets:

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

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

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

Very truly yours,



Robb Hertz, CPSWQ, QSD  
HERTZ Environmental, Inc.

ACCEPTED BY:

---

Oakland Unified School District

Date

<sup>2</sup> *Recommended frequency: Once per week.* Additional site visits that may be needed or are recommended shall not be conducted without pre-authorization from the District. No more than one site visit per week will be conducted without pre-authorization from the District.

Greenleaf Elementary at Whittier – Phase I

**Additional Services or Change Orders**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

Certificate holder is an additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

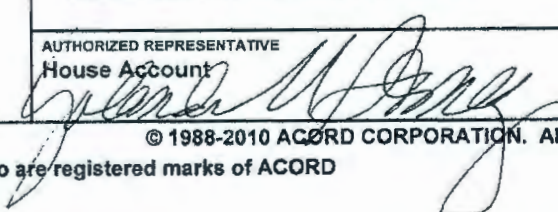
<b>PRODUCER</b> AAA Club Services, LLC P.O. Box 25443 Santa Ana, CA 92799-5443 House Account	Phone: 888-416-2402 Fax: 213-741-3005	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Infinity Select Ins. Company</b></td> <td>20260</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Infinity Select Ins. Company</b>	20260	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : <b>Infinity Select Ins. Company</b>	20260														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Hertz Environmental, Inc. Robert Hertz 2277 16th Avenue San Francisco, CA 94116-1826															

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
It is agreed that Oakland Unified School District & its Directors, Officers, Employees, Agents & Representative are named as Additional Insured with respects to commercial automobile liability insurance.  
\*\*\*10 day notice of cancellation due to non payment of premium only\*\*\*  
2011 TOYOTA CAMRY/SE/L 4T1BF3EKXBU155973

<b>CERTIFICATE HOLDER</b>  Oakland Unified School Dist. & its Directors, Officers, Emp., Agents & Representatives 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE House Account 
---	---



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/18/2014
PRODUCER (818) 352-6044 SAURER INSURANCE AGENCY, THE INSURANCE STORE 9671 Sunland Blvd 2C.		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Sunland CA 91040-	INSURERS AFFORDING COVERAGE INSURER A: LANDMARK AMERICAN INS CO INSURER B: INSURER C: INSURER D: INSURER E:	
INSURED Hertz Environmental Inc 1888 Golden Gate Avenue Suite 34 San Francisco CA 94114-		NAIC #

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ NOWIND
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
x		OTHER PROFESSIONAL LIABILITY	LHR823501	04/01/2014	04/01/2015	PER CLAIM 1,000,000 AGGREGATE 1,000,000

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

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

## IMPORTANT

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

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

## DISCLAIMER

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



## INDEPENDENT CONSULTANT AGREEMENT FOR ENVIRONMENTAL SERVICES ROUTING FORM

### Project Information

Project Name	Whittier Elementary Services Expansion – New Construction	Site	163
--------------	---	------	-----

### Basic Directions

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

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

### Contractor Information

Contractor Name	Hertz Environmental	Agency's Contact	Robb Hertz		
OUSD Vendor ID #	New Consultant	Title	Project Manager		
Street Address	505-14 <sup>th</sup> Street, Suite 900	City	Oakland	State	CA Zip 94612
Telephone	310-415-0716	Policy Expires	4-1-2015		
Contractor History	Previously been an OUSD contractor? x Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No		
OUSD Project #	13126				

### Term

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

### Compensation

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

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1639905820	6252	\$9,350.00

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

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

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