



Public Works Agency Contract Services

SCHEDULE T - Contract Approval Summary & Routing

DATE TO:	AGENCY:	INITIALS:	DATE APPROVED:
	City Attorney		
	PWA Assistant Director		
	PWA Director		
	City Administrator – Compliance Dept ($\leq \$1M$)		
	City Administrator – (<i>only if</i> $> \$1M$)		
	City Clerk		

Please do not forward to the next person. Call Tamala Barnes or Calvin Hao at ext. 7252 or 7395 for pickup. Thank you.

Re: **TBD On-Call Environmental Consulting Services**

Project Description: Provide on-call environmental assessment/investigation and remediation services for properties that the City owns, plans to acquire, redevelop, or dispose of. Consultant on-call services are also required to perform environmental compliance services, oversight of underground storage tank (UST) closure, and associate laboratory services.

- If TIME SENSITIVE, provide due date and reason. 7/1/13; previous contracts expiring 6/30/13 and work is ongoing, including potential emergency response.
- Responsible Dept: PWA/ESD
 - Project Manager Signature: _____
 - Project Manager: Nancy Humphrey, Environmental Compliance Specialist Phone ext: 6259
 - Supervisor: Mark Gomez, Environmental Program Specialist Phone ext: 7314
- Type of Contract: Professional Agreement Amendment # NA
 - Council Resolution: June 4, 2013 and RESO#84403 CMS
- Vendor: Erler & Kalinowski, Inc.
 - Address: 1629 Telegraph Avenue, Suite 400, Oakland, CA 94612
 - Business Phone: 510-452-5700 Mobile Phone: _____
 - Email: msteiger@ekiconsult.com
- Contract Amount: \$On-call capacity \$500,000. No dedicated funding.
 - Contract Start and End date: 7/1/13 to 6/30/16
 - Oracle Contract End date: 12/31/16
- SPO# _____ (*Fiscal to provide after contract funding is encumbered.*)
- FUNDING: Oracle Funds Available Report must be included in order to encumber the Contract Amount.

Fund	Org	Account	Project No.	Program	Amount
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Contract encumbrance:

1.					\$
2.					\$
3.					\$
4.					\$

Total Encumbrance \$

Contingency:

1.					\$
2.					\$

Total Contingency \$

8. ROUTING: Please review documents marked with “☒” in the checklist below and sign documents as required.

<i>included or</i>	<i>NA</i>	<i>Contract Summary, Contract Authority Checklist & Resolution</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1.	Schedule T – Contract Summary & Routing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2.	City Administrator Contract / Grant Authority Checklist
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3.	City Council Resolution
<i>Contract, Insurance and Bonds</i>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.	Original Contract & Contract Exhibits (3 original sets)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.	Insurance certificates per Schedule Q
<input type="checkbox"/>	<input type="checkbox"/>	6.	Payment and Performance Bonds (3 original sets)
<i>Licenses and Certifications</i>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7.	Oakland Business License
<input type="checkbox"/>	<input type="checkbox"/>	8.	California State Contractor’s License
<input type="checkbox"/>	<input type="checkbox"/>	9.	IRS W-9
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10.	EBO certificate (Equal Benefits Ordinance – Schedule N-1) (<i>n/a if ≤ \$25,000</i>)
<input type="checkbox"/>	<input type="checkbox"/>	11.	Schedule B-2 Arizona Resolution
<input type="checkbox"/>	<input type="checkbox"/>	11.	Schedule C-1,P,U,V ADA; Nuclear Free Zone Disclosure; Compliance Commitment Agreement; Affidavit of Non-Disciplinary or Investigatory Action
<input type="checkbox"/>	<input type="checkbox"/>	12.	Schedule C-1,P,V - <i>federal</i> ADA; Nuclear Free Zone Disclosure; Affidavit of Non-Disciplinary or Investigatory Action
<input type="checkbox"/>	<input type="checkbox"/>	13.	Schedule D Ownership, Ethnicity & Gender Questionnaire
<input type="checkbox"/>	<input type="checkbox"/>	14.	Schedule E Project Consultant Team (<i>consultant only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	15.	Schedule K Pending Dispute Resolution
<input type="checkbox"/>	<input type="checkbox"/>	16.	Schedule M, Parts A and B Independent Contractor Questionnaire
<input type="checkbox"/>	<input type="checkbox"/>	17.	Schedule N Living Wage Ordinance (<i>consultant only</i>) (<i>n/a if ≤ \$25,000</i>)
<input type="checkbox"/>	<input type="checkbox"/>	18.	Schedule O Campaign Contribution Limits
<input type="checkbox"/>	<input type="checkbox"/>	19.	Schedule R Subcontractor, Supplier, Trucking Listing (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	20.	Public Contract Code Sections 10285.1 & 10162 & 10232 (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	21.	Attachment C Equal Employment Opportunity Certification (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	22.	Attachment D Noncollusion Affidavit (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	23.	Attachment E Debarment & Suspension Certification (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	24.	Attachment E Debarment & Suspension Certification – Lower Tier (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	25.	Attachment F Nonlobbying Certification for Federal-Aid Contracts (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	26.	Attachment G Disclosure of Lobbying Activities (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	27.	Exhibit 10-F Certification of Consultant, Commission & Fees (<i>consultant only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	28.	Exhibit 10-O1 Local Agency Consultant DBE Commitment (<i>consultant only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	29.	Exhibit 10-O2 Local Agency Consultant DBE Information (<i>consultant only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	30.	Exhibit 10-P Nonlobbying Certification for Federal-Aid Contracts (<i>consultant only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	31.	Exhibit 10-Q Disclosure of Lobbying Activities (<i>consultant only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	32.	Exhibit 15 – G Local Agency Bidder DBE Commitment (<i>construction only</i>)
<input type="checkbox"/>	<input type="checkbox"/>	33.	Exhibit 15 – H DBE Information – Good Faith Efforts
<input type="checkbox"/>	<input type="checkbox"/>	34.	Form 805 Agency Report of Consultants

Add'l Comments:

CITY ADMINISTRATOR CONTRACT/GRANT AUTHORITY CHECKLIST

PROJECT INFO: **TBD - On-Call Environmental Consulting Services**

Higher Contract Authority (OMC §2.04.020.A). If “NO” is indicated for all questions in the *Type of Contract* section or the Council has approved this contract expenditure in an Appropriation Resolution, the City Administrator’s authority to award and execute this contract is \$100,000 for Procurement, Construction and Services (includes non-professional, professional, technical and scientific services)

Limited Contract Authority (OMC §2.04.020.B). If “YES” is indicated for any of the questions in the *Type of Contract* section and Council has not approved this expenditure in an Appropriation Resolution, the City Administrator’s authority to award and execute this contract is \$50,000 for Procurement, Construction, Non-professional Services and \$15,000 for Professional, Technical or Scientific Services

Loans, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property). The Purchasing Ordinance does not establish any City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation.

Pay-go Grant Authority (OMC §2.04.017). The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e.g., a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source.

Type of Contract (OMC §2.04.020.B.1)

Check the applicable boxes.

This contract is not related to a program or project that is identified in the current CIP or operating budget.

☐ **YES** (not in either budget)

☒ **NO** (is in CIP/ Operating budget)

Is this contract for services or supplies related to affordable housing projects?

☐ **YES** ☒ **NO**

Is this contract paid for, directly or indirectly, with Redevelopment Agency funds?

☐ **YES** ☒ **NO**

Is this contract paid for, directly or indirectly, with voter-approved measure funds?

☐ **YES** ☒ **NO**

Is this contract for the purchase of any technological, computer or computerized system services, software, equipment, hardware or products?

☐ **YES** ☒ **NO**

Appropriation Resolution (OMC §2.04.020.B.3)

This Contract was approved in Appropriation Resolution No. ____ C.M.S., attached.

☒ **YES** ☐ **NO**

(Includes: 1) description of material/service; 2) contract amount; 3) funding source; 4) estimated time for execution and completion of contract; 5) statement whether the program/project supported by contract is “new” or “previously existing.”)

Competitive Award Process: Request for Proposals or Bid

The contractor or vendor was selected through a competitive process.

☒ **YES** ☐ **NO**

Alternatively, the competitive process (bidding or RFP/RFQ) was waived in Resolution No. ____ C.M.S., attached.

☐ **YES** ☒ **NO**

Nancy Humphrey

City Project Manager Name

Signature

Date

SCHEDULE M, Part B

INDEPENDENT CONTRACTOR QUESTIONNAIRE

PROJECT INFO: **TBD - On-Call Environmental Consulting Services**

CONTRACTOR: **Erler & Kalinowski, Inc.**

SSN# or Corporate Taxpayer ID# :

This document supplements Schedule M, Part A and is to be completed by the department requesting the contract. Please answer 'Yes' or 'No' to each question. The word "contract" refers to either construction or professional services for the project listed above.

1. Briefly describe the work to be performed by the Contractor. A wide range of professional environmental consulting services, on an as-needed basis, related to environmental assessment, remediation and compliance at properties that the City owns, operates or plans to acquire.
2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants? Duties can be assigned.
3. Do you intend to give the Contractor instructions on how to do the work under the contract? Yes
If yes, briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. A consultant assignment referencing a specific, agreed-upon, work proposal will be issued. Progress reports may be required as necessary. The work will not typically be physically overseen.
4. Will the Contractor's work end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain? This is an on-call contract, funded by project funds on an as-needed basis. Work will be done on a variety of finite projects.
5. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). The Contractor will not be housed in City facilities, but most of the work done will be done on City sites, doing environmental tasks related to City needs.
6. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification? Yes
7. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) _____
8. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. Contractors will in some cases be paid on an hourly basis, using rates for each type of job duty as negotiated before the contract is finalized.
9. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe. Contractors will typically be paid on a total project basis with a not-to-exceed agreement based on their proposal for the work to be done and the staff rates to accomplish it.
10. Over how long a period of time will services under this contract be performed? Three years, with an option to extend.

11. Will the services require the Contractor's full-time attention for any given day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time. This is unknown, since it is an on-call, as-needed contract.
12. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. This is unknown but unusual.
13. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? Yes, invoicing is required to be detailed.
14. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? Yes, within the agreed-upon scope.
15. Is the City expecting the Contractor to put in a minimum number of hours per week on the project? This is unknown, since it's an on-call, as-needed contract.
16. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. This is unknown but unusual.
17. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below: The contracts are with firms with broad technical expertise and equipment, well beyond what any employee could provide.

I verify that the responses above are true and correct to the best of my knowledge.

Nancy Humphrey

City Project Manager Name

Signature

Date