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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer of Facilities Planning and Management- Kenya Chatman, Director Facilities

Board Meeting Date May 22, 2024

Subject General Services Agreement – Hertz Environmental, Inc. – East Oakland Pride Elementary School Site Improvements Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement for General Services Agreement by and between the **District** and Hertz Environmental, Inc., San Francisco, CA, for the latter to provide Storm Water Pollution Prevention Plan (SWPPP) and Environmental Services for the **East Oakland Pride Elementary School Site Improvements Project**, in the total not-to-exceed amount of **\$8,250.00**, which includes a not-to-exceed amount of \$2,000.00 for Additional Services, with the work scheduled to commence on **May 23, 2024**, and scheduled to last until **December 23, 2024**, pursuant to the Agreement.

Discussion Consultant was selected based on specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and (Government Code § 53060.)

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Agreement for General Services Agreement by and between the District and Hertz Environmental, Inc., San Francisco, CA, for the latter to provide Storm Water Pollution Prevention Plan (SWPPP) and Environmental Services for the East Oakland Pride Elementary School Site Improvements Project, in the total not-to-exceed amount of \$8,250.00, which includes a not-to-exceed amount of \$2,000.00 for Additional Services, with the work scheduled to commence on May 23, 2024, and scheduled to last until December 23, 2024, pursuant to the Agreement.

Fiscal Impact

- Fund 21 Building Fund Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-1031

Department: Facilities Planning and Management

Vendor Name: Hertz Environmental, Inc.

Project Name: East Oakland Pride ES Site Improvements

Project No.: 22144

Contract Term: Intended Start: May 23, 2024

Intended End: December 23, 2024

Total Cost Over Contract Term: \$8,250.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Hertz Environmental, Inc., was selected directly, and based on professional and/or specially trained services with similar projects they completed in the past for the District.

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

Hertz Environmental, Inc., will provide Storm Water Pollution Prevention Plan and Environmental Services for the East Oakland Pride Elementary School Site Improvements Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The District selected Hertz Environmental, Inc. based on current and past services at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Consultant is providing Storm Water Pollution Prevention Plan (SWPPP) which are specially trained services, for the East Oakland Pride Elementary School Site Improvements Project.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **May 23, 2024** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **HERTZ ENVIRONMENTAL, INC.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For Consulting Services for Storm Water Pollution Prevention Plan Environmental on the East Oakland Pride Elementary School project. The services include preparing and submit a Notice of Intent (NOI), uploading all project review documents, collecting water samples during rain events for analysis of water samples to test levels, submitting lab results and action reports, (as further described in the Proposal, which is attached as *Exhibit A* to this Agreement). Contractor shall provide services other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by this type, consultants specially qualified to provide the services required by the District. To the extent this Agreement and the Proposal conflict, this Agreement controls.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall begin on May 23, 2024, and shall end on December 23, 2024 (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor

is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS NO/100 (\$8,250.00)**, which consists of a not-to-exceed amount of **SIX THOUSAND TWO HUNDRED FIFTY DOLLARS NO/100 (\$6,250.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **TWO THOUSAND DOLLARS NO/100 (\$2,000.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include reimbursement for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees acting in their official capacity (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

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

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.* Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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

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

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

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying

information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

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

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

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

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

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

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

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

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

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

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

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

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

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

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

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

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during

this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

DISTRICT: OAKLAND UNIFIED SCHOOL DISTRICT

**CONSULTANT:
HERTZ ENVIRONMENTAL, INC.**

Benjamin Davis 5/23/2024
Benjamin Davis, President Date
Board of Education

By: *Robb Hertz*

Kyla Johnson-Trammell 5/23/2024
Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education

Name: Robb Hertz

Preston Thomas 4/29/24
Preston Thomas, Chief Systems & Date
Services Officer, Facilities Planning and Management

Title: President
Date: April 29, 2024

Address for District Notices:

Address for Contractor Notices:

955 High Street
Oakland, California, 94601

50 California Street, Ste. 1500
San Francisco, CA. 94111

Approved As To Form:

4/24/24

James Traber
OUSD Facilities Legal Counsel Date

EXHIBIT A

Scope of Services

Los Angeles Office

12100 Wilshire Blvd., Suite 800
Los Angeles, CA 90025
310.415.0716



hertzenvironmental.com
info@hertzenvironmental.com

San Francisco Office

50 California Street, Suite 1500
San Francisco, CA 94111
415.432.4510

Certified SBE

April 3, 2024

Shivani More
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: SWPPP Consultant Proposal for East Oakland Pride ES Site Improvements Project

Dear Ms. More:

This proposal is divided into three parts—(1) pre-bid coordination to assist Oakland Unified School District (“District”) with 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 in compliance with the Construction General Permit, Order No. 2022-0057-DWQ, hereinafter referred to as “Permit”.

Project Understandings and Basis for this Proposal

- The project is located at East Oakland Pride Elementary School, 8000 Birch Street, in the City of Oakland, Alameda County.
- The project consists of earthwork, grading, sitework and improvements to the existing campus yard and parking lot.
- 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 District shall provide a tentative construction schedule prior to developing the SWPPP.
- The SWPPP shall be designed to be amendable to incorporate subsequent construction phases following completion of each phase.
- It is understood that available improvement plans shall be used in the preparation of erosion control exhibits and Water Pollution Control Drawing (WPCD). The Water Pollution Control Drawing intended only to comply with the guidelines of the National Pollutant Discharge Elimination System (NPDES) General Permit for construction activities.
- Client agrees that he/she shall defend, indemnify and hold HERTZ Environmental harmless from any and all liability, real or alleged, in connection with the performance of work on this project excepting for liability arising from the sole negligence of HERTZ Environmental.

East Oakland Pride ES Site Improvements

Scope of Work

I Pre-Bid Planning and Coordination

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

1. Meet with the District's project management team to discuss project including construction schedule, erosion and sediment control recommendations, and Permit requirements.
2. 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 (Δq), 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.
5. Prepare a Water Pollution Control Drawing (WPCD) and a typical BMP construction sheet. 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.

East Oakland Pride ES Site Improvements

8. Include templates for training logs, monitoring programs, sampling data and inspection reports.¹
9. Provide recommended BMPs and their locations on the WPCDs.
10. Provide post-construction water balance calculations for projects outside a Phase II permitted area, as required.
11. Be available for questions by the site superintendent and make appropriate revisions to the SWPPP throughout the construction/demolition process, as needed.
12. Provide additional compliance support to the site superintendent to provide to agency inspectors in the event that a Notice to Comply (NTC) or Notice of Violation (NOV) is issued. (Site Superintendent is strongly encouraged to keep a camera phone or digital camera readily available).
13. 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 agency² and will be prepared according to the guidelines of the Permit.
14. Prepare a Sampling, Analysis, and Monitoring Plan.
15. 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.

¹ To be completed by Contractor's Qualified SWPPP Practitioner (QSP) in addition to any required annual compliance reporting. QSP or LRP must also submit an Annual Report to SWRCB via SMARTS each year before September 1.

² Lead agency is the government entity that requires a SWPPP (e.g., city, county, Caltrans, federal or combination of government agencies).

East Oakland Pride ES Site Improvements

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

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 at least 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;
 - c. Complete REAPs if applicable; and
 - d. Complete required BMP Inspection Reports for weekly and pre-/ during-/ and post-storm events.
5. Provide onsite water sampling and analysis using a portable pH kit and turbidimeter to test levels of turbidity and pH. QSP will typically bring portable turbidimeter during storm events and is available on-call if a discharge occurs outside the time of inspection. QSP can respond onsite within 48 hours after a sample is collected to perform test.
6. Coordinate with outside laboratory for analysis of water samples to test levels of constituents other than pH and turbidity if required.
7. Submit lab results (ad hoc reporting) and submit corrective action reports, if necessary, to SWRCB via SMARTS.
8. Follow up with Contractor in performing required corrective actions per SOW Items 6 and 7.
9. Complete required reports including training logs and quarterly construction site monitoring reports for non-visible pollutants.
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 an NTC or 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.

East Oakland Pride ES Site Improvements

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, Planning, and Develop Section in District's Contract Specifications	\$ 1,500
(SOW 2) Develop SWPPP	\$ 2,500
(SOW 3) QSP Site Inspections, Reporting, Training, Permit Monitoring and SMARTS Management (all-inclusive except unforeseen, unrelated lab fees due to illicit non-stormwater discharges (e.g., accidental sanitary sewer breach or accidental hazardous spill))	\$ 250 ³ (per week)
Total Not-to-Exceed (NTE) Fixed Fee for 60 Days or 9 Weeks (For construction June 10, 2024, through August 9, 2024 (tentative))	\$ 2,250
Owner Contingency	\$ 2,000
Total Contract Value (not-to-exceed)	\$ 8,250

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	
Professional and Design Personnel	Hourly Rate
QSD Designer/Reviewer (e.g., QA/QC Contractor SWPPP)	\$ 125
Project Manager (e.g., SMARTS management)	\$ 75
CAD Drafter (as needed for water pollution control drawings)	\$ 55
FIXED FEE SCHEDULE	
Field Personnel	Fixed Fee
QSP site visit for informal ("tailgate") training; inspection/audit, monitoring and reporting	\$ 250

³ *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.

East Oakland Pride ES Site Improvements

ESTIMATED SCHEDULE	
Item	Date
Submit Water Pollution Control specifications	08:00 on Monday, April 8, 2024
Submit Storm Water Pollution Prevention Plan	17:00 on Monday, April 15, 2024

Payment is due within 60 calendar days of date of invoice. Invoices will be delivered by email on or around the first of every other month, unless otherwise requested. All work is guaranteed and any required changes by the reviewing agency or omissions are included in all fixed fees. All costs for reproduction, mailing, and materials are included in fixed fees.

Very truly yours,



Robb Hertz, CPSWQ, QSD
President

HERTZ Environmental, Inc.

ACCEPTED BY:

Oakland Unified School District

Date



Shivani More (Consultant) <shivani.more@ousd.org>

East Oakland Pride - LBU Exemption for SWPPP

3 messages

Shivani More (Consultant) <shivani.more@ousd.org>

Thu, Apr 4, 2024 at 2:35 PM

To: Tiffany Knuckles <tiffany@360tcpr.com>, Shonnell Frost-Gibbs <shonnell@360tcpr.com>, Shonda Scott <shonda@360tcpr.com>, Blake Brown <blake@360tcpr.com>
Cc: "Ty Taylor (Consultant)" <ty.taylor@ousd.org>, Juanita Hunter <juanita.hunter@ousd.org>, "Colland Jang (Consultant)" <colland.jang@ousd.org>

Hello LBU team,

As I am doing my outreach for SWPPP consultants, I wanted to confirm that based on the documents attached to this email it is noted that SWPPP consultants are exempt from the LBU requirements as long as a minimum of three local certified firms have been reached out to for requesting proposals. Just wanted to ensure that I am understanding this correctly. Thank you very much.

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project/scope:

NAICS: 541620 (Environmental Consulting Services)

Scope: Stormwater Pollution Prevention Planning (SWPPP)

It has been determined that due to the nature of the scope identified above, projected dollar amounts for projects within this scope will fall below the Local Business Policy determined threshold of \$84,100. Given this information, it is our recommendation that **projects under this scope are to be exempt from the 50% minimum Local Business Participation requirement** as long as a minimum of three local certified firms have been included in the solicitation.

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

SHIVANI MORE

Project Manager



Building Value Through Expertise

C: +1 (213) 275-7494

955 High Street,
Oakland, CA 94601

www.OUSD.org

shivani.more@ousd.org

5 attachments

- OUSD Mail - RFQ_P for SWPPP Consulting Services.pdf
107K
- 360TC_OUSD Mail - [EXTERNAL] LBU Availability Analysis & Waiver Recommendation - Scope Specific - SWPPP (June 5 2023) see \$84.1K Threshold.pdf
136K
- LBU Participation Exemption (1).pdf
860K
- Consultant List 2021-2022 - Master List v1.8 as of Dec 5 2022 (with SWPPP and updated geotech) (1).pdf
61K
- Re-Bid-Sign In sheet-EOP.pdf
1856K



DBE (Caltrans)- 46698
SBE (DGS) - 1756334
DIR - 1000035237
C-27- 1048090
MBE (CPUC) - 18000330

April 4, 2024

East Oakland Pride

Endemic Environmental Services Inc. is pleased to present this scope of work to provide Stormwater Services for the East Oakland Pride Project. To support the Project, a Stormwater Pollution Prevention Plan and associated inspections are outlined in the following Tables. We have included an initial estimate of 60 Calendar Days to calculate the necessary amount of stormwater inspections for the Project. Additional Stormwater Services will be billed at an Hourly Rate: see Table 2. We assume the work will occur during daytime hours. All work for the Project will be completed by qualified professionals in compliance with CEQA/NEPA, the Construction General Permit, and Project Specific Permits issued by agencies such as the United States Fish and Wildlife Services, California Department of Fish and Wildlife, Army Corps of Engineers, and the Regional Water Quality Control Boards. Our key staff includes professionals with over 30 years of experience in Biological Services and a combined 16 years in Stormwater Pollution Prevention and Water Quality Services.

Our proposed budget is attached for your evaluation. Endemic Environmental is prepared to begin work immediately upon receipt of an executed contract. We look forward to the opportunity to work with you on this project.

Included in the Proposal: Table 1. Project Rates and Services
Scope of Work
Table 2. Endemic Fee Schedule 2024
Terms and Conditions - *Signature Required*

Corporate Office: 110 E Wilshire Ave, Fullerton, CA, 92832
Central California Office: 3380 Bullock Lane, San Luis Obispo, CA 93401
Sacramento Office: 1818 Barrington Drive, Yuba City, CA 95993
Remit To: P.O Box 766, Fullerton, CA, 92836

Phone: 304-914-7721
Email: kdale@endemicenvironmental.net
Website: www.EndemicEnvironmental.net



Table 1: Stormwater Tasks

Fixed Costs

Bid Item	Unit Cost	Quantity	Total
QSP Delegate Weekly Inspections	\$350.00	9	\$3,150.00
QSP Inspections - Monthly and Job Final	\$425.00	3	\$1,275.00
QSD Inspections - Biannual and Jobstart	\$500.00	1	\$500.00
Notice of Intent	\$350.00	1	\$350.00
Annual Report	\$2,000.00	2	\$4,000.00
Notice of Termination	\$350.00	1	\$350.00
Risk Level Assessment	\$350.00	1	\$350.00
Subtotal			\$9,975.00

Variable Costs

Bid Item	Unit Cost	Quantity	Total
QSP Delegate - During and Post Storm Inspections	\$350.00	TBD	TBD
QSP Inspections - Prestorm	\$425.00	TBD	TBD
QSD Inspections - NAL Exceedance	\$500.00	TBD	TBD
Rain Event Action Plan	\$500.00	TBD	TBD
Stormwater Pollution Prevention Plan	Risk Level 1: \$2,800.00 Risk Level 2: \$3,000.00 Risk Level 3: \$5,000.00	TBD	TBD
Subtotal			

Optional Costs

Bid Item	Unit Cost	Quantity	Total
Amendments	\$150.00 hr	If Needed	
GIS Services	\$150.00 hr	If Needed	
Subtotal			
GRAND TOTAL			\$9,975.00

*Based on 60 Calendar Days

Corporate Office: 110 E Wilshire Ave, Fullerton, CA, 92832
 Central California Office: 3380 Bullock Lane, San Luis Obispo, CA 93401
 Sacramento Office: 1818 Barrington Drive, Yuba City, CA 95993
 Remit To: P.O Box 766, Fullerton, CA, 92836

Phone: 304-914-7721
 Email: kdale@endemicenvironmental.net
 Website: www.EndemicEnvironmental.net

EXHIBIT B

Fingerprinting Notice and Acknowledgement Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2023

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

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

PRODUCER Roger Larson 675 Ygnacio Valley Rd. Ste B215 Walnut Creek CA 94596		CONTACT NAME: Roger Larson PHONE (A/C, No. Ext): (925) 415-5097 E-MAIL ADDRESS: rl Larson@twfg.com FAX (A/C, No):	
INSURED Hertz Environmental, Inc 50 California St Ste 1500 San Francisco CA 94111-4612		INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters @ Lloyds INSURER B: Kemper Auto INSURER C: INSURER D: Hartford Insurance INSURER E: Underwriters @ Lloyds INSURER F:	

COVERAGES

CERTIFICATE NUMBER: HERT23053115340865


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECOC598591R3	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			504610033695001	4/4/2023	10/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		61WECAK2327	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 100000
E	Professional Liability			ECOC598591R3	4/1/2023	4/1/2024	\$1000000

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

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 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 
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	East Oakland Pride Elementary School Site Improvements	Site	107
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Basic Directions

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

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

Contractor Name	Hertz Environmental, Inc.	Agency's Contact	Robb Hertz				
OUSD Vendor ID #	002056	Title	Owner				
Street Address	50 California Street, Ste. 1500	City	San Francisco	State	CA	Zip	94111
Telephone	415-432-4510	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	22144						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-23-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-23-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$8,250.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
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
9655 9909	Fund 21 Msr Y	210-9655-0-9909-8500-6262-107-9180-9906-9999-22144	6262	\$8,250.00

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.	Executive Director, Facilities	Signature	<i>[Signature]</i>		
		Date Approved	4/26/24		
2.	General Counsel, Facilities	Signature	<i>[Signature]</i>		
		Date Approved	4/24/24		
3.	Chief Systems & Services Officer, Facilities Planning & Management	Signature	<i>[Signature]</i>		
		Date Approved	4/29/24		
4.	Chief Financial Officer	Signature			
		Date Approved			
5.	President, Board of Education	Signature			
		Date Approved			