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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date April ~~8~~²², 2015

Subject Independent Consultant Agreement for Geotechnical Services - Professional Services Industries (PSI) - Hillcrest Elementary School Finishing Kitchen Upgrade Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Geotechnical Services with Professional Services Industries (PSI) for Geotechnical Services on behalf of the District at the Hillcrest Elementary School Finishing Kitchen Upgrade Project, in an amount not-to exceed \$21,463.00. The term of this Agreement shall commence on April 8, 2015 and shall conclude no later than December 31, 2015.

Background The proposed new finishing kitchen involves remodeling of existing spaces and small building addition. This work is needed to fully explore the options for the community engagement process.

Local Business Participation Percentage 0.00% (Specialty Service)

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 Geotechnical Services with Professional Services Industries (PSI) for Geotechnical Services on behalf of the District at the Hillcrest Elementary School Finishing Kitchen Upgrade Project, in an amount not-to exceed \$21,463.00. The term of this Agreement shall commence on April 8, 2015 and shall conclude no later than December 31, 2015.

Fiscal Impact

Measure J

Attachments

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(Geotechnical Testing Services)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **2nd day of February, 2015** by and between the **Oakland Unified School District** ("District") and **Professional Services Industries (PSI)** ("Consultant"), (individually a "Party" or collectively the "Parties").

WHEREAS, The District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of professional engineering services and geotechnical testing services.

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project")
Hillcrest Finishing Kitchen Upgrade:

The scope of the project is to include geotechnical engineering services, two soil borings, environmental soil sampling, lab tests and written report documenting results. Cost includes an allowance for drilling on a Saturday, if required, to avoid impact to school operations.

- 1.2. The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately on a proportionate basis based on the level and scope of Services completed for each site.

2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following:

From April 8, 2015 and concludes December 31, 2015.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant 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 Certification
<input checked="" type="checkbox"/>	Debarment Certification
<input checked="" type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District

agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Twenty-one thousand, four hundred sixty three dollars and no cents (\$21,463.00)**. District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant 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.
- 4.2. Consultant shall prepare a separate invoice for each site, if Consultant performs Services at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
 - 5.1. NA
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's Work, District being interested only in the results obtained.
7. **Local, Small Local And Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Consultant shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

In light of the fifty percent (50%) L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
8. **Designated Representatives / Labor Compliance Program.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If Consultant employs subcontractor(s), Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.
9. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

10. NA

11. **Performance of Services.**

- 11.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 11.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 11.3. **District Approval.** Work completed pursuant to this Agreement must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 11.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

12. **Originality of Services.** Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

13. **Copyright/Trademark/Patent.** Consultant 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. **Audit.**

- 14.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the

performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination.

- 15.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 15.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 15.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 15.3.1. material violation of this Agreement by the Consultant; or
 - 15.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 shall cease, 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 this termination, the District may secure the Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

17. Insurance.

- 17.1. The Consultant 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.

17.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

17.1.2. 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 Consultant 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.

17.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

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

17.2.1. 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."

17.2.2. 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.

17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are

named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

- 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 17.3. **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.
18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law.
19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
20. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement, including without limitation all licenses required to perform professional engineering services and geotechnical testing services.
22. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.
23. **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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
24. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

25. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
26. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
27. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **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.
29. **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, Consultant shall neither rescind the Agreement nor stop Work.
30. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
31. **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:

If to District:

Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 ATTN: Tadasha Nakadegawa
 Telephone: (510) 5357038_

If to Contractor:

Professional Services Industries
 4703 Tidewater Avenue, Suite B
 Oakland, CA 94601
 Attention: Brand Burfield
 Telephone: (510) 434-9200

With a copy to:

Orbach Huff Suarez & Henderson LLP
1901 Harrison Street, Suite 1630
Oakland, CA 984612
Attention: Catherine G. Boskoff
Telephone: (510) 999-7908

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.

- 32. 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.
- 33. 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 administrative offices are located.
- 34. 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.
- 35. 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.
- 36. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 37. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 38. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 39. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 40. Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 41. Counterparts.** This Agreement and all amendments and supplements to it may be executed

in counterparts, and all counterparts together shall be construed as one document.

42. 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 3-9-2015

Susie Butler-Berkley
Contract Analyst

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 4/23/15
Date


Antwan Wilson, Superintendent & Secretary, Board of Education 4/23/15
Date

 INTERIM 
Timothy White, Deputy Chief, Facilities Planning and Management 3/9/15
Date

Lance Jackson

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 3-11-15
Date

CONSULTANT

 Frank Pass, Past Mgr 3/6/15
Date

Title

Information regarding Consultant:

Consultant: PROFESSIONAL SERVICE INDUSTRIES, INC.
License No.: N/A
Address: 4703 TIDEWATER AVE, SNE. B OAKLAND, CA. 94601
Telephone: (510) 434-9200
Facsimile: (510) 434-7676
E-Mail: FRANK.POSS@PSIUSA.COM

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: DELAWARE
 Limited Liability Company
 Other: _____

37-0962090 :
Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal 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:

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 Agreement.

Date: 3/6/15
Name of Consultant or Company: Dept Mgr, PSI
Signature: [Handwritten Signature]
Print Name and Title: Frank Boss, Dept Mgr.

(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 Agreement.)

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 Professional 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: _____

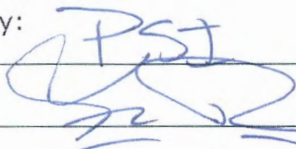
Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[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: 3/6/15

Name of Consultant or Company: PSI

Signature: 

Print Name and Title: Frank Poss, Dept Mgr.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither PROFESSIONAL SERVICE INC. [Type name of Consultant] 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 Consultant 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 Consultant on the 6TH day of MARCH 2014 for the purposes of submission of this Agreement. 2015

By:



Signature

Frank Ross

Typed or Printed Name

Dept. Mgr.

Title

EXHIBIT "A"

GEOTECHNICAL TESTING

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

February 20, 2015

Ms. Mary Ledezma
Project Manager
Facilities Planning & Management
Oakland Unified School District
955 High Street, Oakland, California 94601

Subject: **Proposal for Geotechnical Engineering Services
and Limited Environmental Sampling**
Hillcrest Elementary School - Proposed Kitchen Addition
30 Marguerite Drive, Oakland, California
OUSD Project #13175
PSI Proposal No. 575-141972-**Amendment #1 (Resource Center Building
Addition)**

Dear Ms. Ledezma:

Per your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal amendment for performance of geotechnical engineering services for the subject project. This proposal includes a review of furnished project information and outlines the services we propose to offer on this project, our fee, schedule, and the General Conditions that will apply.

PROJECT INFORMATION

A site plan showing existing improvements and the area of the proposed addition was provided for our use in preparing this proposal. From information provided by you, PSI understands that the original scope of work was for an approximately 250-square foot (10' x 25') single-story addition to the existing Multi-Purpose Room structure at the subject site for use as a kitchen. Other improvements are likely to include utilities and concrete flatwork. New pavements are not expected. A second location for possible expansion has been added to the scope of work that is a proposed (red-outlined area on the attached site plan) Resource Center that is approximately 400 to 1,000 square feet in size. This addition is located on Marguerite Drive. This amendment is for the drilling of additional borings and the completion of laboratory testing for soil samples collected from the borings. One report will be generated that has the results of the geotechnical investigation of both the proposed Kitchen Addition and the Resource Center Addition.

Details such as expected loading have not been provided, but based on the type of development planned, we expect individual columns and bearing wall loads of approximately 20 kips, and 2 kips per lineal foot, respectively. For the purposes of this proposal, we will assume finish exterior grades of the proposed building addition to be near (+/- two feet) existing grades. Based on information provided by you, we understand that the existing 10-foot high retaining wall that borders the proposed addition on the east is to remain. Our study assumes that the wall and adjacent slopes are stable. Evaluation of the existing retaining wall construction or of stability of the adjacent slope is not within the scope of this proposal. Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

Based upon review of geologic data, we anticipate that the site is underlain by bedrock of the Franciscan complex, described as greywacke sandstone. Based on the Oakland East Seismic Hazard Zone report (CGS, 2003) the groundwater depth at the site is expected to be greater than 10 feet below existing site grades. The site is not within an Earthquake Fault Zone and is not in an area mapped by the state of California as within a Seismic Hazard Zone for liquefaction or landsliding. Additionally, the site does not appear to be in any mapped hazard zones identified in the Safety Element of the Oakland General Plan. Based on our review of the California Division of the State Architect (DSA) form IR A-4.13, a Geohazard Report and Site-Specific Ground Motion Analysis are not expected to be required for this project and are not within the scope of this proposal.

SITE DESCRIPTION

PSI understands that the site is an existing elementary school and based on the site plan provided and a recent site visit, the proposed addition is located near the southeast corner of the Hillcrest Elementary School campus. One possible expansion is in a 10-foot-wide space between the Multi-Purpose Room and an approximately 10-foot-high retaining wall that is currently used as a trash container storage area and is for a Kitchen Addition. A second location for possible expansion has been added to the scope of work that is a proposed (red-outlined area on the attached site plan) Resource Center that is approximately 400 to 1,000 square feet in size. This addition is located on Marguerite Drive. The school is bordered on all sides by residential properties. Access to the site is from Marguerite Drive. The original plans from DSA's archives, dated November 18, 1949, were provided for our review.

This proposal has been written with the assumption that the proposed drilling locations will be clear and accessible to the truck-mounted drill rig and that concrete coring will be required. Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal. Our proposed scope of services for the work is discussed below.

PROPOSED SCOPE OF SERVICES

Geotechnical Services – Resource Center Addition

The following proposed scope of services pertains to a subsurface exploration for geotechnical purposes only for the Resource Center Addition. The subsurface exploration for the new Kitchen Addition has already been performed. The scope of services for this phase of work does not include any environmental assessment for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on, below, or around the site.

A minimum of two working days prior to performing the field drilling services, PSI will locate the proposed borings in the field by measuring distances from existing site landmarks or property boundaries identified on the site plan to be provided by you. A representative of PSI will then call Underground Service Alert to notify utilities and public service agencies of the proposed drilling. PSI will not be responsible for locating any private underground utilities. You are responsible for locating and identifying all private utilities prior to drilling. Based on our observations at the site, there are private utilities running through the area of the proposed addition. If you choose, for an additional **\$650.00**, PSI will provide a subcontract utility location service to check the boring



locations for existing private underground utilities. All field services will be coordinated with a site contact(s) as designated by you. Also prior to drilling, PSI will obtain a drilling permit from the Alameda County Public Works Agency (ACPWA).

We propose to advance 2 soil test borings within the footprint of the proposed Resource Center Addition. The borings will be drilled to approximately 20 feet and 10 feet, respectively below existing grade or to drill refusal. The borings will be drilled to the planned depths, borehole instability, or to practical auger refusal, whichever is shallower. The anticipated total linear feet of drilling is 30 feet. Fieldwork is expected to take one working day to complete.

The soil test borings will be performed with a limited-access, minuteman drill rig using solid flight augers. Representative soil samples will be obtained at increments of approximately 2.5 feet in the upper 10 feet and at 5-foot intervals thereafter. Split-barrel sampling procedures will be employed in general accordance with ASTM D1586. Where cohesive soils are encountered, thin walled tube samples may be obtained in accordance with ASTM D1587.

At the completion of drilling, PSI will backfill the borings with cement grout in accordance with ACPWA permit requirements. The soil cuttings generated during the drilling activities will be placed in a 55-gallon drum and left at the site in a location to be chosen by the site contact for proper disposal at a later time. The proposed drilling is expected to generate 1 drum of soil. At your request, PSI can provide assistance with characterization, removal and disposal of waste soil. Removal of drummed soil from the site (including pick-up, transport and disposal) is provided on a per quote basis dependent upon the number and content of drums, however; the cost is expected to be about **\$400.00** per drum removed. All field services will be coordinated with a site contact(s) as designated by you.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, consolidation properties, grain size, relative strength characteristics, expansion potential and soil corrosivity. At the conclusion of our field and laboratory work, the data will be analyzed by one of our experienced geotechnical engineers and reports will be prepared. The reports will include the following:

- Our understanding of the project.
- A geologic overview of the project area.
- Site topographic information and surface conditions.
- A discussion of subsurface conditions encountered including pertinent soil properties and groundwater conditions.
- Figures, to include a Site Location Map and a log of the borings, with soil classification per the Unified Soil Classification System (USCS).
- California Building Code (CBC) site class and seismic design general parameters (CBC, 2013).
- An evaluation of the data as it relates to the proposed site development.
- Site grading and cut/fill considerations, including recommended fill material characteristics and compaction requirements for general site fill, and slab subgrades, including an assessment as to the suitability of on-site soils for use as fill.



- Recommendations pertaining to design and construction of foundations and floor slabs, including allowable soil bearing pressure, anticipated bearing depth and estimated settlement.
- Discussion of appropriate recommendations for the construction of proposed new foundation members adjacent to the existing retaining wall foundation.
- Comments and recommendations relating to other observed geotechnical conditions that could impact the development.

As discussed previously, evaluation of the existing retaining wall construction or of stability of the adjacent slope is not within the scope of this proposal. Additionally, based on the limited size of the proposed structure, and its nature as an addition to an existing structure, a detailed liquefaction evaluation is not expected to be required, and is not within the scope of this proposal. If such an evaluation is deemed necessary by you or the local governing jurisdiction, please contact us to revise this proposal for those additional services.

The Geotechnical Engineering report will be reviewed and signed by a California Registered Geotechnical Engineer (GE) and a California Engineering Geologist (CEG), as required for project submission to the Division of the State Architect (DSA). This report will include both the evaluation of the Kitchen Addition, fieldwork previously performed, and the Resource Center Building Addition.

Limited Environmental Sampling

As part of the geotechnical investigation, PSI will collect four soil samples from the upper three feet of soil at the site to be composited into one sample for environmental analyses. The composite sample will be analyzed for volatile organic compounds (VOCs) according to EPA Method 8260, petroleum hydrocarbon speciation according to EPA Method 8015M, and for total metals (17 metals) according to EPA Method 6010. PSI understands that the soil sample analyses is for off-haul characterization. PSI will present the results of the environmental sampling in a letter, which shows the soil sample location and provides the analytical results.

SCHEDULE

We can begin our work for the geotechnical exploration immediately upon receiving written authorization to begin. PSI anticipates that we can obtain the necessary permits and mobilize to the site within ten working days after receiving project authorization. Assuming favorable weather conditions and an anticipated 1 working day for field and 10 working days for laboratory activities, PSI proposes to deliver the report in 15 working days from completion of the fieldwork. We understand that you would like the option to evaluate having all of the fieldwork performed on the weekend, when school is out. At your request, we have priced this work to be completed on a Saturday.

FEES

PSI will perform the described geotechnical study and limited environmental sampling for the Resource Center Building Addition for a lump sum fee of **\$8,313**. This price is an addition to the original price submitted in PSI's proposal dated January 27, 2015. PSI understands that the subcontract drilling company will be required to work under a Project Labor Agreement. Our fee estimate includes our subcontractor's compliance with Prevailing Wage and Certified Payroll



requirements.

Our fee assumes that all exploration locations will be accessible at the time of mobilization and that no delays or additional mobilizations will be required due to inaccessible boring locations. Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. This estimated cost assumes that adequate bearing materials will be encountered within the planned boring depths. If unsuitable materials are encountered, the borings may need to be extended. Additional work required beyond the scope of services included in this proposal (e.g., access problems, or other such factors beyond PSI's control) will be invoiced on a time and expense (cost plus 20%) basis. We will not exceed the Lump Sum Fee without your prior approval.

Our fee estimates cover the activities required to present our findings in report form. Our fees do not include time to prepare construction specifications, attend special meetings, conferences or any other activities requested after submittal of our reports.

LIMITATIONS

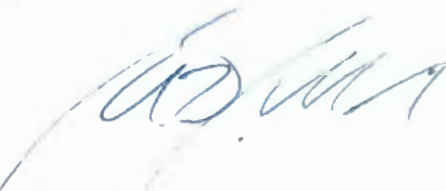
The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminant amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of proposal authorization.

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



Brand Burfield
Project Geologist



Reviewed by: Dr. John Ho, GE
Principal Consultant

Attachments: Confirmation of Authorization
Site Plan
General Conditions



CONFIRMATION OF AUTHORIZATION

**Proposal for Geotechnical Engineering Services
Hillcrest Elementary School
Proposed Kitchen Addition
30 Marguerite Drive, Oakland, California
PSI Proposal No. 575-141972-Amendment # 1**

LUMP SUM BUDGET ITEMS:

- \$ **8,313.00** (Geo Engineering Study and Limited Environmental Sampling –
Initial to Authorize ML)
- \$ **650.00** (Private Utility Locator – Initial to Authorize _____)
- \$ **400.00** (Drum Disposal; Expected 1 Drum – Initial to Authorize ML)

By signing below, PSI is directed to proceed according to the above-stated terms. Services are provided under the terms of the Professional Service Industries, Inc., (PSI) General Conditions, a copy of which is enclosed. This proposal shall remain in effect for 90 days following date of issuance. Our terms are net 30 days after invoicing.

AUTHORIZATION:

Agreed to this _____ day of _____, 2015

By (signature): _____

By (print name): _____

Title: _____

Firm: _____

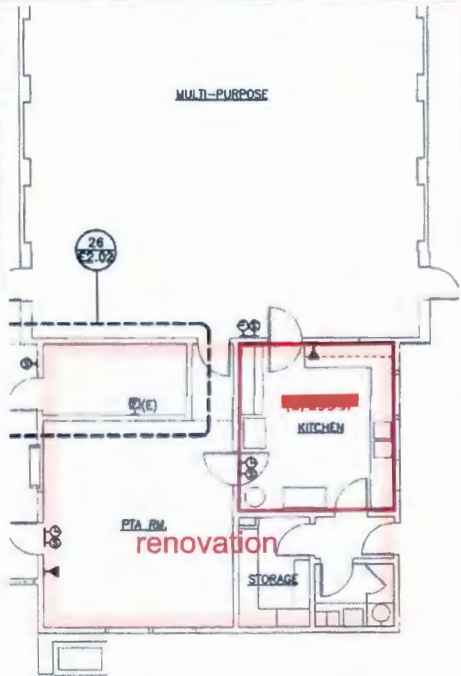
Invoicing Address: _____

Phone Number: _____

Fax Number: _____

Copy Report to: _____





PROJECT NAME: Hillcrest Elementary School

SITE NUMBER: 127 (Region 1 / District 1)

EXISTING CONDITIONS:

- Existing 233 s.f. kitchen does not meet the District Standard to be a "Finishing Kitchen". This school is classified as a "No Kitchen" site.
- Existing staff restroom is not ADA compliant.

SGI_v3 06-16-2014

**Proposed Resource Center
bldg addition
between 400 SF to 1000 SF
2-20-2015**

SITE PLAN
127 - HILLCREST ELEMENTARY SCHOOL
80 MARQUETTE DRIVE, OAKLAND, CA 94616-2229
1 of 3

January 9, 2015
Revised January 27, 2015

Ms. Mary Ledezma
Project Manager
Facilities Planning & Management
Oakland Unified School District
955 High Street, Oakland, California 94601

Subject: **Proposal for Geotechnical Engineering Services
and Limited Environmental Sampling**
Hillcrest Elementary School - Proposed Kitchen Addition
30 Marguerite Drive, Oakland, California
OUSD Project #13175
PSI Proposal No. 575-141972-R2

Dear Ms. Ledezma:

Per your request, Professional Service Industries, Inc. (PSI) is pleased to submit this revised proposal for performance of geotechnical engineering services for the subject project. This proposal includes a review of furnished project information and outlines the services we propose to offer on this project, our fee, schedule, and the General Conditions that will apply.

PROJECT INFORMATION

A site plan showing existing improvements and the area of the proposed addition was provided for our use in preparing this proposal. From information provided by you, PSI understands that it is proposed to build an approximately 250-square foot (10' x 25') single-story addition to the existing Multi-Purpose Room structure at the subject site (red-outlined area on the attached site plan) for use as a kitchen facility. Other improvements are likely to include utilities and concrete flatwork. New pavements are not expected.

Details such as expected loading have not been provided, but based on the type of development planned, we expect individual columns and bearing wall loads of approximately 20 kips, and 2 kips per lineal foot, respectively. For the purposes of this proposal, we will assume finish exterior grades of the proposed building addition to be near (+/- two feet) existing grades. Based on information provided by you, we understand that the existing 10-foot high retaining wall that borders the proposed addition on the east is to remain. Our study assumes that the wall and adjacent slopes are stable. Evaluation of the existing retaining wall construction or of stability of the adjacent slope is not within the scope of this proposal. Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

Based upon review of geologic data, we anticipate that the site is underlain by bedrock of the Franciscan complex, described as greywacke sandstone. Based on the Oakland East Seismic Hazard Zone report (CGS, 2003) the groundwater depth at the site is expected to be greater than

10 feet below existing site grades. The site is not within an Earthquake Fault Zone and is not in an area mapped by the state of California as within a Seismic Hazard Zone for liquefaction or landsliding. Additionally, the site does not appear to be in any mapped hazard zones identified in the Safety Element of the Oakland General Plan. Based on our review of the California Division of the State Architect (DSA) form IR A-4.13, a Geohazard Report and Site-Specific Ground Motion Analysis are not expected to be required for this project and are not within the scope of this proposal.

SITE DESCRIPTION

PSI understands that the site is an existing elementary school and based on the site plan provided and a recent site visit, the proposed addition is located near the southeast corner of the Hillcrest Elementary School campus. The addition is to be built in a 10-foot-wide space between the Multi-Purpose Room and an approximately 10-foot-high retaining wall that is currently used as a trash container storage area. The school is bordered on all sides by residential properties. Access to the site is from Marguerite Drive. The original plans from DSA's archives, dated November 18, 1949, were provided for our review.

This proposal has been written with the assumption that the proposed drilling locations will be clear and accessible to the truck-mounted drill rig and that concrete coring will be required. Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal. Our proposed scope of services for the work is discussed below.

PROPOSED SCOPE OF SERVICES

Geotechnical Services

The following proposed scope of services pertains to a subsurface exploration for geotechnical purposes only. The scope of services for this phase of work does not include any environmental assessment for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on, below, or around the site.

A minimum of two working days prior to performing the field drilling services, PSI will locate the proposed borings in the field by measuring distances from existing site landmarks or property boundaries identified on the site plan to be provided by you. A representative of PSI will then call Underground Service Alert to notify utilities and public service agencies of the proposed drilling. PSI will not be responsible for locating any private underground utilities. You are responsible for locating and identifying all private utilities prior to drilling. Based on our observations at the site, there are private utilities running through the area of the proposed addition. If you choose, for an additional **\$650.00**, PSI will provide a subcontract utility location service to check the boring locations for existing private underground utilities. All field services will be coordinated with a site contact(s) as designated by you. Also prior to drilling, PSI will obtain a drilling permit from the Alameda County Public Works Agency (ACPWA).

We propose to advance 2 soil test borings within the footprint of the proposed new building, as indicated on the attached Site Plan and Proposed Boring Location Map. The borings will be drilled to approximately 20 feet and 10 feet, respectively below existing grade. The borings will



be drilled to the planned depths, borehole instability, or to practical auger refusal, whichever is shallower. The anticipated total linear feet of drilling is 30 feet. Fieldwork is expected to take one working day to complete.

The soil test borings will be performed with a limited-access, minuteman drill rig using solid flight augers. Representative soil samples will be obtained at increments of approximately 2.5 feet in the upper 10 feet and at 5-foot intervals thereafter. Split-barrel sampling procedures will be employed in general accordance with ASTM D1586. Where cohesive soils are encountered, thin walled tube samples may be obtained in accordance with ASTM D1587.

At the completion of drilling, PSI will backfill the borings with cement grout in accordance with ACPWA permit requirements. The soil cuttings generated during the drilling activities will be placed in a 55-gallon drum and left at the site in a location to be chosen by the site contact for proper disposal at a later time. The proposed drilling is expected to generate 1 drum of soil. At your request, PSI can provide assistance with characterization, removal and disposal of waste soil. Removal of drummed soil from the site (including pick-up, transport and disposal) is provided on a per quote basis dependent upon the number and content of drums, however; the cost is expected to be about **\$400.00** per drum removed. All field services will be coordinated with a site contact(s) as designated by you.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, consolidation properties, grain size, relative strength characteristics, expansion potential and soil corrosivity. At the conclusion of our field and laboratory work, the data will be analyzed by one of our experienced geotechnical engineers and reports will be prepared. The reports will include the following:

- Our understanding of the project.
- A geologic overview of the project area.
- Site topographic information and surface conditions.
- A discussion of subsurface conditions encountered including pertinent soil properties and groundwater conditions.
- Figures, to include a Site Location Map and a log of the borings, with soil classification per the Unified Soil Classification System (USCS).
- California Building Code (CBC) site class and seismic design general parameters (CBC, 2013).
- An evaluation of the data as it relates to the proposed site development.
- Site grading and cut/fill considerations, including recommended fill material characteristics and compaction requirements for general site fill, and slab subgrades, including an assessment as to the suitability of on-site soils for use as fill.
- Recommendations pertaining to design and construction of foundations and floor slabs, including allowable soil bearing pressure, anticipated bearing depth and estimated settlement.
- Discussion of appropriate recommendations for the construction of proposed new foundation members adjacent to the existing retaining wall foundation.
- Comments and recommendations relating to other observed geotechnical conditions that could impact the development.



As discussed previously, evaluation of the existing retaining wall construction or of stability of the adjacent slope is not within the scope of this proposal. Additionally, based on the limited size of the proposed structure, and its nature as an addition to an existing structure, a detailed liquefaction evaluation is not expected to be required, and is not within the scope of this proposal. If such an evaluation is deemed necessary by you or the local governing jurisdiction, please contact us to revise this proposal for those additional services.

The Geotechnical Engineering report will be reviewed and signed by a California Registered Geotechnical Engineer (GE) and a California Engineering Geologist (CEG), as required for project submission to the Division of the State Architect (DSA).

Limited Environmental Sampling

As part of the geotechnical investigation, PSI will collect four soil samples from the upper three feet of soil at the site to be composited into one sample for environmental analyses. The composite sample will be analyzed for volatile organic compounds (VOCs) according to EPA Method 8260, petroleum hydrocarbon speciation according to EPA Method 8015M, and for total metals (17 metals) according to EPA Method 6010. PSI understands that the soil sample analyses is for off-haul characterization. PSI will present the results of the environmental sampling in a letter, which shows the soil sample location and provides the analytical results.

SCHEDULE

We can begin our work for the geotechnical exploration immediately upon receiving written authorization to begin. PSI anticipates that we can obtain the necessary permits and mobilize to the site within ten working days after receiving project authorization. Assuming favorable weather conditions and an anticipated 1 working day for field and 10 working days for laboratory activities, PSI proposes to deliver the report in 15 working days from completion of the fieldwork. We understand that you would like the option to evaluate having all of the fieldwork performed on the weekend, when school is out. At your request, we have provided pricing for this option in the section below. Work on the weekends is subject to the schedule and availability of personnel and subcontractors and may not be available every weekend.

FEES

PSI will perform the described geotechnical study and limited environmental sampling for a lump sum fee of **\$10,350.00 (\$11,700.00** for Saturday option). PSI understands that the subcontract drilling company will be required to work under a Project Labor Agreement. Our fee estimate includes our subcontractor's compliance with Prevailing Wage and Certified Payroll requirements as well as their representative's attendance at a mandatory Labor Union Meeting.

Our fee assumes that all exploration locations will be accessible at the time of mobilization and that no delays or additional mobilizations will be required due to inaccessible boring locations. Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. This estimated cost assumes that adequate bearing materials will be encountered within the planned boring depths. If unsuitable materials are encountered, the borings may need to be extended. Additional work required beyond the scope of services included in this proposal (e.g., access problems, or other such factors beyond PSI's control) will be invoiced on



a time and expense (cost plus 20%) basis. We will not exceed the Lump Sum Fee without your prior approval.

Our fee estimates cover the activities required to present our findings in report form. Our fees do not include time to prepare construction specifications, attend special meetings, conferences or any other activities requested after submittal of our reports.

LIMITATIONS

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminant amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

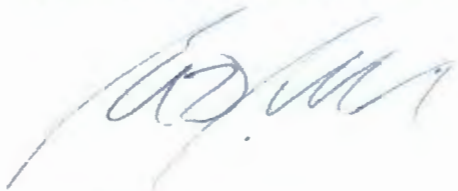
AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of proposal authorization.

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



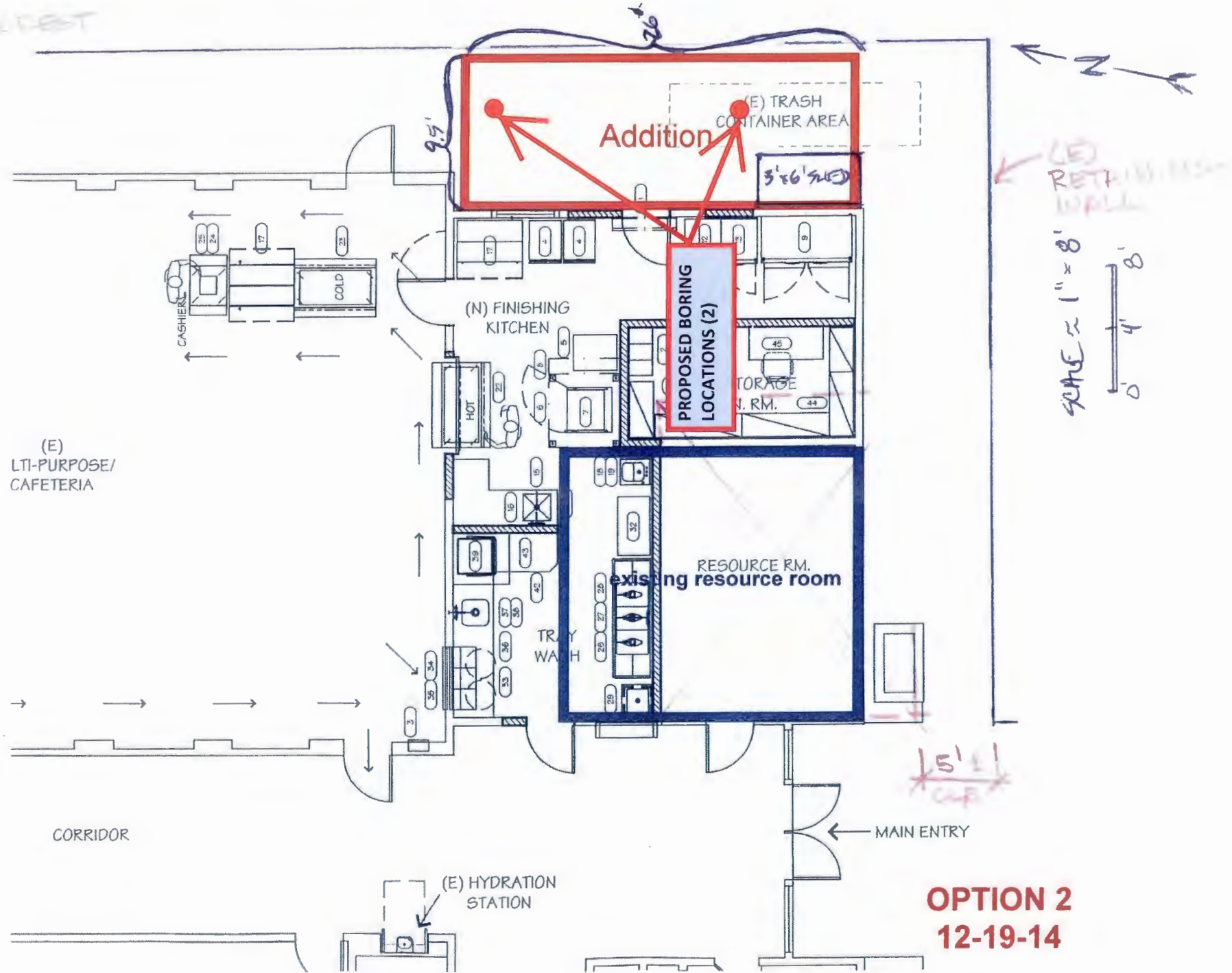
Brand Burfield
Project Geologist

Reviewed by: Dr. John Ho, GE
Principal Consultant

Attachments: Confirmation of Authorization
Site Plan and Proposed Boring Location Map
General Conditions



HALLWAY



(E) TRASH CONTAINER WALL
 SCALE = 1" = 8'
 0' 4" 8'

OPTION 2
12-19-14

Exhibit B

CONFIRMATION OF AUTHORIZATION

**Proposal for Geotechnical Engineering Services
Hillcrest Elementary School
Proposed Kitchen Addition
30 Marguerite Drive, Oakland, California
PSI Proposal No. 575-141972-R2**

LUMP SUM BUDGET ITEMS:

- \$10,350.00 (Geo Engineering Study and Limited Environmental Sampling – Initial to Authorize m)
- \$ 1,350.00 (Surcharge for Geo Field Exploration on Saturday - Initial m)
- \$ 650.00 (Private Utility Locator – Initial to Authorize m)
- \$ 400.00 (Drum Disposal; Expected 1 Drum – Initial to Authorize m)

By signing below, PSI is directed to proceed according to the above-stated terms. Services are provided under the terms of the Professional Service Industries, Inc., (PSI) General Conditions, a copy of which is enclosed. This proposal shall remain in effect for 90 days following date of issuance. Our terms are net 30 days after invoicing.

AUTHORIZATION:

Agreed to this _____ day of _____, 2015

By (signature): _____

By (print name): _____

Title: _____

Firm: _____

Invoicing Address: _____

Phone Number: _____

Fax Number: _____

Copy Report to: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2015

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co. Of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER B : N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td></td> <td>19437</td> </tr> <tr> <td>INSURER D : Charter Oak Fire Insurance Company</td> <td></td> <td>25615</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Property Casualty Co. Of America		25674	INSURER B : N/A		N/A	INSURER C : Lexington Insurance Company		19437	INSURER D : Charter Oak Fire Insurance Company		25615	INSURER E :			INSURER F :	
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J19623-PSI-GAWUP-15-16 GAW NA Y																							
INSURED PROFESSIONAL SERVICE INDUSTRIES, INC. 4703 TIDEWATER AVENUE, SUITE B OAKLAND, CA 94601																							

COVERAGES **CERTIFICATE NUMBER:** CLE-003638810-15 **REVISION NUMBER:** 15

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROD / COMPLETED OPS. <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TC2JGLSA8042X73ATIL15	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TC2JCAP8042X741TIL15	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC20UB824K294A15 (AOS)	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TROUB8042X76515 (AZ, MA, OR, WI)	03/01/2015	03/01/2016	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			020720814 SIR: 1,000,000	03/01/2015	03/01/2016	EACH CLAIM 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT ATTN: SUSIE BUTLER-BERKLEY 955 HIGH STREET OAKLAND, CA 94601	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2015

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).

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INSURED PROFESSIONAL SERVICE INDUSTRIES, INC. 4703 TIDEWATER AVENUE, SUITE B OAKLAND, CA 94601	INSURER B:	N/A	N/A
	INSURER C:	Lexington Insurance Company	19437
	INSURER D:	Charter Oak Fire Insurance Company	25615
	INSURER E:		
	INSURER F:		

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TC2JGLSA8042X73ATIL15	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROD / COMPLETED OPS.					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		TC2JCAP8042X741TIL15	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TC20UB824K294A15 (AOS)	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TROUB8042X76515 (AZ, MA, OR, WI)	03/01/2015	03/01/2016	E.L. EACH ACCIDENT \$ 1,000,000
		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY		020720814	03/01/2015	03/01/2016	EACH CLAIM 1,000,000
			SIR: 1,000,000			AGGREGATE 1,000,000

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INDEPENDENT CONSULTANT AGREEMENT FOR GEOTECHNICAL ROUTING FORM

Project Name	Hillcrest Finishing Kitchen Upgrade	Site	171
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 Name	Professional Services Industries	Agency's Contact	Brand Burfield
OUSD Vendor ID #	1004989	Title	Project Manager
Street Address	4703 Tidewater Avenue, Suite B	City	Oakland State CA Zip 94601
Telephone	510-434-9200	Policy Expires	3-1-2016
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 #	13175		

Date Work Will Begin	4-8-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2015

Total Contract Amount	\$	Total Contract Not To Exceed	\$21,463.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1719905890	6252	\$21,463.00

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	<div style="text-align: right;"> Date Approved: 3/9/15 </div>			
	Signature				
2.	General Counsel, Department of Facilities Planning and Management	<div style="text-align: right;"> Date Approved: 3/9/15 </div>			
	Signature				
3.	Interim Deputy Chief, Facilities Planning and Management	<div style="text-align: right;"> Date Approved: 3/9/15 </div>			
	Signature				
4.	Chief Operations Officer, Board of Education	<div style="text-align: right;"> Date Approved: 3/20/15 </div>			
	Signature				
5.	President, Board of Education	<div style="text-align: right;"> Date Approved: </div>			
	Signature				