Board Office Use: **Legislative File Info.**	
File ID Number	21-2707
Introduction Date	12/01/21
Enactment Number	21-1890
Enactment Date	12/1/2021 CJH

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Division of Facilities Planning and Management

Board Meeting Date December 1, 2021

Subject Change Order No. 1 Agreement Between Owner and Contractor – Everlast Development, Inc. – King Estates Middle School Vegetation Fire Management Project – Department of Buildings and Grounds

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Everlast Development, Inc., Oakland, California, credit for remaining Contingency Allowance for the King Estates Middle School Various Sites Vegetation Fire Management Project, as a deductive change in the amount of **$525.00** thus reducing the contract price from **$14,600.00** to **$14,075.00,** plus a time extension of 86 days that moves the completion deadline from August 31, 2021, to November 25, 2021.

Discussion This Change Order is a deductive change for reconciliation of unused allowance.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Everlast Development, Inc., Oakland, California, credit for remaining Contingency Allowance for the King Estates Middle School Various Sites Vegetation Fire Management Project, as a deductive change in the amount of **$525.00** thus reducing the contract price from **$14,600.00** to **$14,075.00,** plus a time extension of 86 days that moves the completion deadline from August 31, 2021, to November 25, 2021.

Fiscal Impact Fund 010 Restricted Repair Maintenance Account (RRMA)

Attachments

- Change Order No. 1
- Scope of Work

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management ● 955 High Street Oakland, California 94601 ● Phone 510/535-2728 ● Fax 510/535-7040

CHANGE ORDER NO. 1

Design-Bid-Build Contract

PROJECT: Vegetation Fire Management
Project King Estates Middle School

DATE: 9/20/2021

DSA FILE NO.: N/A
DSA APP NO.: **N/A**
OUSD PROJECT #: 20017
PROJECT MANAGER: Nicole Wells

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: EVERLAST DEVELOPMENT INC.
1734 13th Street
Oakland, CA 94607

If not previously directed, the Contractor is hereby directed to perform the Work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):
Credit for Remaining Contingency Allowance

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: $ (525.00)

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: **86** calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	$ 14,600.00
Total of Prior Change Orders' Adjustments:	+ $ 0.00
Total Contract Price Prior to this Change Order:	= $ 14,600.00
This Change Order's Adjustment:	+ $ (525.00)
New Contract Price (including all allowances):	= $ 14,075.00

Current Change Order's Percentage of Original Contract Price:	-3.60 %
Total Change Orders' Percentage of Original Contract Price:	-3.60 %

NOTE: Any unspent allowance amounts (including any general contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management ● 955 High Street Oakland, California 94601 ● Phone 510/535-2728 ● Fax 510/535-7040

SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract Time:	36	Calendar Days
Time extensions granted in prior change orders:	+ 0	Calendar Days
Time extension granted in this change order:	+ **86**	Calendar Days
Adjusted Contract Time:	= **122**	Calendar Days

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

Approved as to Form:

OUSD Facilities Counsel

11/3/21
Date

12/2/2021
Shanthi Gonzales, President, Board of Education

12/2/2021
Kyla Johnson- Trammell, Superintendent and Secretary, Board of Education

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
N/A		Director of Facilities Date: 10-14-21
Date:	Date: October 6, 2021	Deputy Chief of Facilities Date: 10/15/21

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management ● 955 High Street Oakland, California 94601 ● Phone 510/879-8385 ● Fax 510/879-1860

CHANGE ORDER REQUEST
(or Proposed Change Order)
No. 1

PROJECT: Vegetation Fire Management
Project King Estates Middle School

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: EVERLAST DEVELOPMENT INC.
1734 13th Street
Oakland, CA 94607

DATE: 9/20/2021

DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT #: 20017
PROJECT MANAGER: Nicole Wells

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):
Credit for Remaining Contingency Allowance

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $(525.00)

PROPOSED ADJUSTMENT TO CONTRACT TIME: **86** calendar days

* * * * * * * * * * *

CERTIFICATION

I, Oscar Rojas Soto *[name of declarant]*, declare the following:

Everlast Development Inc. *[Contractor company name]* has contracted with Oakland Unified School District *[public entity name]* for the King EstatesMS Vegetation Fire Management Everlast Development Contract ("Contract"). Everlast Development Inc. *[Contractor company name]* authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for Oakland Unified School District *[public entity name]* regarding this Contract (such COR being dated September 20, 2021, and entitled PCO #1 Credit for Remaining Contingency, and requesting $(-525.00) and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at Everlast Development Inc. *[Contractor company name]* regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or

certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Everlast Development Inc. *[Contractor company name]*.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District *[public entity name]* is responsible under its Contract with Everlast Development Inc. *[Contractor company name]*.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Everlast Development Inc. *[Contractor company name]*) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 6th, 20 21, at Oakland, California.

_____ *[signature]*

Oscar Rojas Soto *[name of declarant]*

Initiated By:	Reviewed By:	Acknowledged By:
N/A Architect of Record Date	10/14/2021 Project Manager Date	October 6, 2021 Contractor Date
OUSD APPROVAL:	**OUSD Approval:**	
10-14-21 Director of Facilities Date	10/15/21 Deputy Chief Date	

\King Estates MS Vegetation Fire Management

Oakland Unified School District
Job # 20017

AED LOG

9/14/2021 3:49 PM

AED #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Additional Hauling of Dumped Debris Along Fontaine St. & Behind School Along Holmes Ave Side	Everlast	09/13/21	$2,475.00	$2,475.00		For Approval

Original Contingency:	$3,000.00
Total Proposed:	$2,475.00
Total Approved:	$2,475.00
Remaining Contingency:	$525.00

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

King Estates MS Vegetation Fire Management

Oakland Unified School District
Job # 20017

PCO LOG

9/14/2021 3:49 PM

PCO #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Credit for Remaining Contingency Allowance	Everlast	09/14/21	-$525.00	-$525.00		For Approval

Original Contract Price:	$14,600.00
Total Proposed:	-$525.00
Total Approved:	-$525.00
Total Contract with Approved Changes:	$14,075.00
CO Percentage of Base Contract:	-3.60%

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

King Estates MS Vegetation Fire Management

Oakland Unified School District
Job # 20017

CO LOG

9/14/2021 3:49 PM

CO #	PCO #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Credit for Remaining Contingency Allowance	Everlast	09/14/21	-$525.00	-$525.00		For Approval

Original Contract Price:	$14,600.00
Total Proposed:	-$525.00
Total Approved:	-$525.00
Total Contract with Approved Changes:	$14,075.00
CO Percentage of Base Contract:	-3.60%

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	King Estates Middle School Vegetation Fire Management Project	Site	988

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000. x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Everlast Development Inc.	Agency's Contact	Oscar Rojas Soto				
OUSD Vendor ID #	006121	Title	President				
Street Address	1734 13th Street	City	Oakland	State	CA	Zip	94607
Telephone	510-506-1606	Policy Expires					
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes, **X** No					
OUSD Project #	20017						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-26-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	11-25-2021

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ (525.00)
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
8150/0000	Fund 010/RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-9999-99999	5671	$(525.00)

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Director, Buildings and Grounds				
	Signature		Date Approved	11/5/21	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Lozano Smith, as to form only		Date Approved	11/3/21	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	11/5/21	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature	**Shanthi Gonzales**	Date Approved	12/2/2021	

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	21-1819
Introduction Date	9-22-21
Enactment Number	21-1492
Enactment Date	9/22/2021 os

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marc White, Director of Buildings and Grounds Department

Board Meeting Date September 22, 2021

Subject Agreement Between Owner and Contractor - Competitively Bid – Everlast Development Inc. – King Estates Middle School Vegetation Fire Management Project – Department of Buildings & Grounds

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Everlast Development Inc., Oakland, California ("Contractor"), for the latter perform the Scope of Work consisting of but not limited to cut, remove, and properly dispose of vegetation ground fuels along the fence line; clear weeds throughout entire school site, including playgrounds, trim bushes to an aesthetic design; trim back ivy and any protruding branches along fence line and low hanging tree branches; remove and haul all trash and debris, with all services must be in fully compliant with the Oakland Fire Code and Standards, for the King Estates Middle School Vegetation Fire Management Project, in the amount of **$14,600.00**, which includes a contingency of $3,000.00, as the lowest responsive bidder, rejecting all bids, with the work anticipated to commence on **July 26, 2021**, and scheduled to last for thirty (36) days, with an anticipated ending of **August 31, 2021**.

Discussion The scope of work of the contract consists of tree cutting, removal, and disposal of vegetation to prevent fire hazardous and safety measures for King Estates Middle School, in compliance according to the Oakland Fire Code and Standards. Contractor was selected through competitive bidding. (Public Contract Code § 22037.)

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Everlast Development Inc., Oakland, California ("Contractor"), for the latter perform the Scope of Work consisting of but not limited to cut, remove, and properly dispose of vegetation ground fuels along the fence line; clear weeds throughout entire school site, including playgrounds, trim bushes to an aesthetic design; trim back ivy and any protruding branches along fence line and low hanging tree branches; remove and haul all trash and debris, with all services must be in fully compliant with the Oakland Fire Code and Standards, for the King Estates Middle School Vegetation Fire Management Project, in the amount of **$14,600.00**, which includes a contingency of $3,000.00, as the lowest responsive bidder, rejecting all bids, with the work anticipated to commence on **July 26, 2021**, and scheduled to last for thirty (36) days, with an anticipated ending of **August 31, 2021**.

Fiscal Impact Fund 010 Restricted Repair Maintenance Account (RRMA)

Attachments

- Agreement
- Insurance Certificate

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

Legislative File ID No. **21-1819**

Department: **Facilities Planning and Management**

Vendor Name: **Everlast Development Inc.**

Project Name: **King Estates Middle School Vegetation Fire Management** **Project No.:** **20017**

Contract Term: Intended Start: **7-26-2021** Intended End: **8-31-2021**

Total Cost Over Contract Term: **$14,600.00**

Approved by: **Marc White**

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Everlast Development Inc. was selected by the district as the lowest responsive and responsible bid.

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

Contractor will provide tree cutting services which consists of but not limited to cut, remove, and properly dispose of vegetation ground fuels along the fence line. Clear weeds throughout each entire school site, including playgrounds, trim bushes to an aesthetic design. Trim back ivy and any protruding branches along fence line and low hanging tree branches. Remove and haul all trash and debris. All services must be in full compliance according to the Oakland Fire Code and Standards.

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?

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 – *contact legal counsel to discuss if applicable*

☐ Sole source contractor – *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 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:

☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)

☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer when state funds being used – use of 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 $96,700 or less (as of 1/1/21)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $96,700 (as of 1/1/21)

☐ 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 $96,700 (as of 1/1/21)

☐ 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:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **July 26, 2021**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **EVERLAST DEVELOPMENT INC.** hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Various Sites Vegetation Fire Management Project, located at the
King Estates School site, 8251 Fontaine Street, Oakland, 94605**,**

all in strict compliance with the plans, drawings and specifications therefore prepared by

Oakland Unified School District
955 High Street, Oakland, California 94601
510-535-2728**,**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work consist of but not limited to cut, remove, and properly dispose of vegetation ground fuels along the fence line. Clear weeds throughout each entire school site, including playgrounds, trim bushes to an aesthetic design. Trim back ivy and any protruding branches along fence line and low hanging tree branches. Remove and haul all trash and debris. All services must be in full compliance according to the Oakland Fire Code and Standards.

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract." The Contractor and its subcontractors must use the Owner's program software Colbi Docs for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Thirty (36)** calendar days, which shall start to run either on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **July 26, 2021**, in which case the deadline for Completion would be **August 31, 2021**.

The site for the Contract will not be available to the Contractor for construction on the following dates: none. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that $500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that $500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds **FOURTEEN THOUSAND SIX HUNDRED DOLLARS NO/100 ($14,600.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of THREE THOUSAND DOLLARS NO/100 ($3,000.00) to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a

time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in a contractual allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day

or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars ($25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars ($25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be $2,000,000.00 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. 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 the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. 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 Owner.

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

CONTRACTOR

Signature

Oscar Rojas Soto
Print Name

President / CEO
Title

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthi Gonzales, President, Board of Education — Date: 9/23/2021

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education — Date: 9/23/2021

Acting Director
Marc White, Director
Buildings and Grounds Department — Date: 8-19-21

Approved As To Form:

Kelly M. Rem
OUSD Facilities Legal Counsel — Date: 8/26/21

1016782
CALIFORNIA CONTRACTOR'S
LICENSE NO.

8-31-2022
LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School:	Re-Bid-King Estates MS	Date:	Wednesday, July 21, 2021
Project:	Vegetation Fire Management	Time:	2:00 p.m.
Project #:	20017	Project Mgr:	Olga Bermeo
Estimate:	$30,000	Architect:	

Signature of Witness to Bid

Signature of Bid Opener

Company:	Everlast Development Inc.	Base Bid:	$11,600.00		**Required Day of Bid:**	
Address:	1734 13th Street	Allowance:	$3,000.00		Signed Bid Form	X
City/State:	Oakland, CA	**TOTAL:**	$14,600.00		Addendum Acknow.	
Phone:	510-506-1606	Alternates:			Bid Bond	
Fax:					Non-Collusion	X
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
			1:37 PM	7/21/2021	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
			2:05 PM	7/21/2021		
Company:	De Silva Enterprises	Base Bid:			**Required Day of Bid:**	
Address:	104 Villa Dr	Allowance:	$3,000.00		Signed Bid Form	
City/State:	San Pablo, CA	**TOTAL:**			Addendum Acknow.	
Phone:	510-685-0832	Alternates:			Bid Bond	
Fax:					Non-Collusion	
	NON-RESPONSIVE				Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
			8:15 AM	7/19/2021	Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
			2:05 PM	7/21/2021		
Company:		Base Bid:			**Required Day of Bid:**	
Address:		Allowance:	$3,000.00		Signed Bid Form	
City/State:		**TOTAL:**			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
					Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	
Company:		Base Bid:			**Required Day of Bid:**	
Address:		Allowance:	$3,000.00		Signed Bid Form	
City/State:		**TOTAL:**			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
					Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
955 High Street,
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of Everlast Development Inc. ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Various Sites Vegetation – King Estates MS - Fire Management Project, Oakland, California, 94601 (the "Contract"), Project No. PR20017**

The Contract Documents were prepared by OUSD.

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

Eleven Thousand Six Hundred ***Base Bid Amount***	***Dollars***	**$** 11,600.00
Three Thousand ***Contingency Allowance***	***Dollars***	***$3,000.00***
FourTeen Thousand Six Hundred ***Total Bid Amount***	***Dollars***	**$** 14,600.00

Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Three Thousand dollars ($3,000.00)**

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned 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

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned declares that Bidder has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Everlast Development Inc.
1734 13th St. Oakland CA 94607

Our Public Liability and Property Damage Insurance is placed with:

United Specialty Ins. Co.

Our Workers' Compensation Insurance is placed with:

State Compensation Ins. Fund.

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: Oscar Rojas Soto

Title: President / CEO

Signature: ; Maria E. Soto Castro, Secretary

Name of Company as Licensed in California: Everlast Development Inc.

Business Address: 1734 13th ST. Oakland CA 94607

Telephone Number: 510-506-1606

California Contractor License No.: 1016782

Class and Expiration Date: B/C61/D63 ; 08/31/2022.

Public Works Contractor Registration No.: PW-LR-1000790163

State of Incorporation, if Applicable: California

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Various Sites Vegetation Fire Management Project

The undersigned declares:

I am the President/CEO of Everlast Development Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 21, 2021, at Oakland [*city*], CA [*state*].

Signature

Oscar Rojas Soto

Print Name

DOCUMENT 00 40 06

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO. PR 20017 between Oakland Unified School District ("District") and Everlast Development Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: July 21, 2021

Proper Name of Contractor: Everlast Development Inc.

Signature:

Print Name: Oscar Rojas Soto

Title: President/CEO

END OF DOCUMENT

DOCUMENT 00 52 00

SCHEDULE Z

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding $25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

Everlast Development Inc.	
Company Name	Signature of Authorized Representative
1734 13Th ST. Oakland CA 94607	Oscar Rojas Soto
Address	Type or Print Name
510 506-1606 07/21/2021	
Area Code Phone Date	Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

Department of Workplace and Employment Standards

City of Oakland

14-Jun-2021
Certification Number **162389**

Everlast Development
Ester Soto
1734 13th Street
Oakland, CA 94607

RE: Certification/Recertification with the City of Oakland's Local/Small Local For Profit and Not For Profit Business Enterprise Program

Dear Ester Soto:

Based on the Department of Workplace and Employment Standards' review of the documents submitted, it has been determined that your firm meets the Local and Small Local Business requirements for certification/recertification. As a result of that review your firm has been certified as a:

*** VERY SMALL LOCAL BUSINESS ENTERPRISE**

This certification will expire on **06-30-2023**

Your primary NAICS code is 115310: Support Activities for Forestry

The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at enettles@oaklandca.gov, and refer to the Certification Number as it appears above.

Very truly yours,

Vivian Inman (for)
Shelley Darensburg
Contract Compliance Supervisor

Dalziel Building | 250 Frank H. Ogawa Plaza, 3rd Floor, Suite 3341 | Oakland, CA 94612

TEL: (510) 238-3970 | FAX: (510) 238-3363 | TDD: (510) 238-2007

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

1016782 CORP

EVERLAST DEVELOPMENT INC

B C61/D63

08/31/2022 www.csib.ca.gov

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

Corporation - Statement of Information

Entity Name:	EVERLAST DEVELOPMENT INC.
Entity (File) Number:	C3789445
File Date:	10/07/2020
Entity Type:	Corporation
Jurisdiction:	CALIFORNIA
Document ID:	GK06872

Detailed Filing Information

1. Entity Name: EVERLAST DEVELOPMENT INC.

2. Business Addresses:
   a. Street Address of Principal Office in California: 1734 13th Street
      Oakland, California 94607
      United States of America

   b. Mailing Address: 1734 13th Street
      Oakland, California 94607
      United States of America

   c. Street Address of Principal Executive Office: 1734 13th Street
      Oakland, California 94607
      United States of America

3. Officers:
   a. Chief Executive Officer: Oscar Rojas Soto
      1734 13th Street
      Oakland, California 94607
      United States of America

   b. Secretary: Maria Esther Soto Castro
      1734 13th Street
      Oakland, California 94607
      United States of America

Document ID: GK06872

California Secretary of State
Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

Oscar Rojas Reyes
1734 13th Street
Oakland, California 94607
United States of America

4. Director:

Oscar Rojas Soto
1734 13th Street
Oakland, California 94607
United States of America

Number of Vacancies on the Board of Directors: 0

5. Agent for Service of Process:

Oscar Rojas Soto
1734 13th Street
Oakland, California 94607
United States of America

6. Type of Business: General Contractor, Construction

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Maria Esther Soto Castro

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GK06872

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2021

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

Business World Insurance Agency
7800 University Ave A-1
La Mesa CA 91942

CONTACT NAME: Gustavo A Galvez
PHONE (A/C, No, Ext): (619) 773-1100 FAX (A/C, No): (619) 773-1101
E-MAIL ADDRESS: GUSTAVO.GALVEZ@insuremefree.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNITED SPECIALTY INS CO	12537
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Everlast Development Inc.
1734 13th Street
Oakland CA 94607

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	SII0503B236034	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Oakland Unified School District IS LISTED AS ADDITIONAL INSURED.

30 days of cancellation notice

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PROGRESSIVE COMMERCIAL

07/09/2021

Policy number: **017732172**

Underwritten by: 34 - Progressive Northeastern Insurance Co.

Certificate of Insurance

Certificate Holder Additional Insured	Insured	Agent
OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH ST OAKLAND, CA 94601	EVERLAST DEVELOPMENT INC 1734 13TH ST OAKLAND CA 94607	PROG COMMERCIAL PO BOX 94739 CLEVELAND OH44101 (800) 895-2886

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date:	Policy Expiration Date:
07/09/2021	08/09/2021

Insurance coverage(s)	Limits
Bodily Injury/ Property Damage	$2,000,000 CSL
Uninsured Motorist/Underinsured Motorist	$2,000,000 CSL
Medpay	$5,000

Description of Location/Vehicles/Special Items

Scheduled autos only

93 CHEV C3500	1GBGC39K5PE201213
00 ISU NPR	4KLC4B1R0YJ801267
02 GMC 7H4	1GDJ7H1C42J503255

Certificate number

19021C51217

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

EVERDEV-01 MICKIEGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/12/2021

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
NFP Property & Casualty Services, Inc.
9840 Business Park Drive
Suite B
Sacramento, CA 95827

CONTACT NAME: AI.SAC@NFP.COM
PHONE (A/C, No, Ext): (916) 361-9585 FAX (A/C, No): (916) 361-9821
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Comp Insurance Fund of CA	35076
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Everlast Development Inc
1734 13th Street
Oakland, CA 94607

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N / A	X	9201682-2020	12/24/2020	12/24/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OAKLAND UNIFIED SCHOOL DISTRICT IS PROVIDED A WAIVER OF SUBROGATION ON WORKERS' COMPENSATION PER THE CONDITIONS OF THE ATTACHED FORM: 2570. OSCAR ROJAS REYES, OSCAR ROJAS SOTO AND MARIA ESTHER SOTO CASTRO ARE EXCLUDED FROM WORKER'S COMPENSATION INSURANCE
COVERAGE.
A 30-DAY NOTICE OF CANCELLATON AND A 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brian Young

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

EXECUTIVE OFFICERS MINIMUM/MAXIMUM LIMITS

9201682-20
RENEWAL
NF
9-84-27-49

EFFECTIVE DECEMBER 24, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EVERLAST DEVELOPMENT INC
1734 13TH ST
OAKLAND, CA 94607

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT UNLESS OTHERWISE EXCLUDED BY ENDORSEMENT THE ACTUAL REMUNERATION EARNED BY EACH EXECUTIVE OFFICER DURING THE POLICY PERIOD SHALL BE USED AS THE BASIS OF PREMIUM, SUBJECT TO

THE MINIMUM AMOUNT OF $ 54,600 PER ANNUM

AND THE MAXIMUM AMOUNT OF $ 139,100 PER ANNUM

AS SPECIFIED IN THE CALIFORNIA WORKERS' COMPENSATION UNIFORM STATISTICAL REPORTING PLAN, FOR WORKERS' COMPENSATION INSURANCE IN EFFECT DURING THE POLICY PERIOD.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: DECEMBER 28, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	King Estates Middle School Vegetation Fire Management Project	Site	988

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000. x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Everlast Development Inc.	Agency's Contact	Oscar Rojas Soto				
OUSD Vendor ID #	006121	Title	President				
Street Address	1734 13th Street	City	Oakland	State	CA	Zip	94607
Telephone	510-506-1606	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes, X No					
OUSD Project #	20017						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-26-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-31-2021
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$14,600.00	If New Contract, Total Contract Price (Not To Exceed)	$
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
8150/0000	Fund 010/RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-9999-99999	5671	$14,600.00

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.

1.	**Division Head**	**Phone**	510-535-7038	**Fax**	510-535-7082
	Director, Buildings and Grounds				
	Signature Acting Director		Date Approved	8-19-21	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Kelly M. Rem Lozano Smith, as to form only		Date Approved	8/26/21	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	8/27/21	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT