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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*
 Timothy White, Deputy Chief, Facilities Planning and Management *TW*

Board Meeting Date

Subject Independent Consultant Agreement for Geotechnical Services - ACC Environmental Consultants - Foster Elementary School Central Commissary Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Geotechnical Services with ACC Environmental Consultants for Geotechnical Services on behalf of the District at the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$36,410.00. The term of this Agreement shall commence on January 14, 2014 and shall conclude no later than December 14, 2016.

Background Before the demolition of the existing Foster School for the building of the new Foster Commissary Building and as a requirement by the Asbestos Hazardous Emergency Response Act (AHERAS) this work activity is required.

Local Business Participation Percentage 75.00%

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

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

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

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

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Geotechnical Services with ACC Environmental Consultants for Geotechnical Services on behalf of the District at the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$36,410.00. The term of this Agreement shall commence on January 14, 2014 and shall conclude no later than December 14, 2016.

Fiscal Impact

Measure J

Attachments

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

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
ENVIRONMENTAL SERVICES

Foster Elementary School Central Commissary Project

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the **12th day of November in the year 2014**, between the **Oakland Unified School District** ("District") and **ACC Environmental Consultants** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):
2. **Term.** Contractor shall commence providing services under this Agreement on **January 14, 2015**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **December 1, 2016**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Thirty-six thousand, four hundred ten dollars (\$36,410.00)**. District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred
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by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of NA (\$0.00). Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

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

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

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

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

13. Insurance.

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

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

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

adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

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

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

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

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

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

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

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

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that

any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

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

22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street
Oakland, CA 94621

Attn: Tadashi Nakadegawa

Tel: 510-535-7038

Contractor

ACC Environmental Consultants
7977 Capwell Drive
Oakland, CA 94621

Attn: Mark Sanchez

Tel: 510-638-8400

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

27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and

agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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

Susie Butler-Berkley 11-24-2014

Susie Butler-Berkley
Contract Analyst

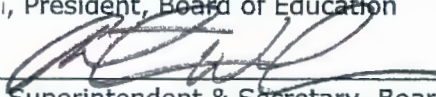
ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT



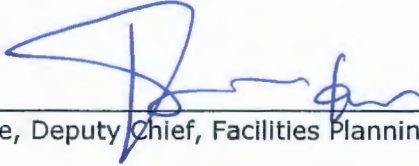
James Harris, President, Board of Education

1/15/15
Date



Antwan Wilson, Superintendent & Secretary, Board of Education

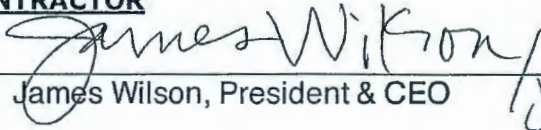
1/15/15
Date



Timothy White, Deputy Chief, Facilities Planning and Management

12/11/14
Date

CONTRACTOR




By: James Wilson, President & CEO
Its:

JW

11/21/14
Date

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel

12-10-14
Date

File ID Number: 14-2503
Introduction Date: 1/14/15
Enactment Number: 15-0026
Enactment Date: 1/14/15
By: 0-12

Information regarding Contractor:

Contractor: ACC Environmental
License No.: _____
Address: 7977 Capwell Dr., Ste. 100
Oakland, CA 94621
Telephone: 510-638-8400
Facsimile: 510-638-8404
E-Mail: msanchez@accenv.com
Type of Business Entity:
 Individual Sole
 Proprietorship Limited
 Partnership
 Partnership
 Limited Liability Company
 Corporation, State: California
 Other: _____

EIN 94-3002813
Employer Identification and/or Social Security Number

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

WORKERS' COMPENSATION CERTIFICATION

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

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

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

Date: 11/21/14
Proper Name of Contractor: ACC Environmental Consultants
Signature: James Wilson / Jpy
Print Name: James Wilson
Title: President + CEO

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

EXHIBIT A
Scope of Services

Contractor shall perform the following Services:

- 1.





Environmental Project Cost Estimate

Project Information

**Pre-Demolition Asbestos and Lead Paint Survey,
Work Plan and Abatement Oversight**
Foster Elementary School
2850 West Street
Oakland, CA

Client Information

Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 67689

Date Prepared: Wednesday, November 5, 2014

Thank you for the opportunity to provide this proposal to perform asbestos and lead paint and other hazardous materials survey, develop a work plan and provide abatement oversight for the demolition of Foster Elementary School.

ACC estimate is based off of the Request for Proposal for Hazardous Material Abatement Design and Construction Services submitted by ACC to OUSD on October 28, 2014.

ACC understands that the buildings may be occupied at the time of the inspections. The Client will be responsible to arrange for access. ACC will abide by campus rules for access and conduct of our personnel while on campus. If the building is occupied, ACC will not perform destructive investigations.

ACC understands that ACC will sample the roof systems and that ACC will provide access by ladder under conditions described below.

ACC will take bulk samples using destructive sampling methods as applicable.

Scope of Work: ACC will perform asbestos and lead surface surveys in accordance with local, state and federal regulation at the subject property in order to determine the presence of asbestos containing materials, lead-base and lead containing paints that may be disturbed during the planned demolition work.

Task 1 - Asbestos inspection and Report: Asbestos Survey and Report: ACC shall perform an asbestos survey and will provide a written report of findings for the subject site. Qualified personnel certified by the California Division of Occupational Safety and Health as Certified Asbestos Consultants (CAC) and/or Certified Site Surveillance Technicians (CSST) and California Department of Health Lead Paint inspectors will perform the surveys. The asbestos survey will be performed in accordance with 40 CFR Part 763 "Asbestos Hazard Emergency Response Act (AHERA) and the report will conform to the requirements defined by Monterey Bay Air Quality Pollution Control District.

If present, friable materials to be sampled include, but are not limited to, spray applied fireproofing on structural steel members, spray applied acoustic ceiling material and suspect thermal systems insulation (including pipe insulation, boiler insulation, heating and cooling ducts insulation etc.). If present, non-friable materials to be sampled include, but are not limited to, acoustic ceiling tiles, floor tiles and sheet flooring, wall and ceiling plaster, gypsum drywall mudding compound, duct tape, flooring adhesive, and fire doors. ACC will sample roofing materials as part of this survey.

The material sampling strategy will be performed in accordance with guide lines outlined in the EPA publication "Asbestos in Building: Simplified Sampling Scheme for Friable Surfacing Materials". At a minimum, 3 to 7 samples per homogeneous area of accessible friable material will be obtained for analysis. For non-friable materials, three (3) samples of each homogeneous material will be obtained and analyzed. All samples will be sent, to a United States Environmental Protections Agency certified laboratory for analysis. The asbestos samples will be analyzed using Polarized Light Microscopy (PLM), any sample result reported as > 1% or trace asbestos may be reanalyzed using PLM - Point Counting a minimum of 1,000 fields as defined in 40 CFR Part 61 upon receipt of written approval of the client.

The number of asbestos bulk samples ACC estimates (see attached Cost Estimate Sheet) is based on assumptions of suspect building materials normally found at properties of this nature. ACC will only charge for the actual number of samples obtained.

The samples will be collected at the site by a Cal/OSHA, Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) and will be delivered to an independent laboratory for analysis by Polarized Light Microscopy (PLM) with a 72-hour turn-around time. PLM samples include up to 3 layers within each sample; additional layers beyond the first 3 layers will be treated and charged as a separate sample. Potential Multi-layered material include floor tile and adhesives, gypsum wallboard, taping compound, texturing compounds, roofing materials, etc. The number of samples provided is an estimate based on our experience with this level of work using protocols defined by regulations governing the conduct of Asbestos surveys.

Task 1 - Lead Paint Inspection and Report: ACC proposes the following inspection protocol to comply with the requirements of Title 8, CCR - 1532.1 - Lead. This protocol will provide the Client with appropriate and sufficient data to rebut the presence of lead-base paint or lead-containing paint or to inform the Client of the presence of either, in order to allow for proper management of suspect materials or to plan for future construction activities at each subject site. This survey is not to be construed in any way as a risk assessment for the purposes of abatement or as a scope of work for work activities or construction and demolition work.

All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2012 Standard Terms & Conditions apply to all services.

No. Cal. Office: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • Phone (510) 638-8400 • Fax: (510) 638-8404
So. Cal. Office: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, CA 90017 • (213) 353-1240 • Fax: (213) 353-1244

Project Name: Pre-Demolition Asbestos and Lead Paint Survey, Work Plan and Abatement Oversight
Foster Elementary School
2850 West Street
Oakland, CA

Esposito, John
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 67689

Wednesday, November 5, 2014

Scope of Work Description

The lead survey will be performed to comply with reporting requirements of Cal/OSHA - Title 8, CCR 1532.1 - Lead, ACC will obtain bulk paint chip samples of representative paints where the XRF readings report 0mg/cm², these samples will be analyzed by atomic absorption (AA) by an AIHA accredited laboratory* in order to determine if any level of lead is present in the paint. *NOTE: XRF instruments do not detect or accurately report the presence of lead in paint below a reading of 0.01 mg/cm². Bulk sampling of paints is required to determine whether paints have "any detectable" amounts of lead per Cal-OSHA requirements

Suspect materials that are determined to be below the XRF reporting limit will be identified in the field and bulk samples will be collected by a California Department of Public Health (CA-DPH) Certified Lead Inspector/Assessors or Sampling Technician. A minimum of one sample of each homogenous suspect lead-containing material from each building will be collected. Visible color and texture of suspect materials will determine homogeneity. Analysis of lead samples will be by NIOSH 7082 Flame Atomic Absorption (Flame AA). Samples will be delivered to an American Industrial Hygiene Association (AIHA ELLAP) and California Department of Public Health certified laboratory for metals analysis using NIOSH 7082 under a 24-hour turnaround time.

Reports: ACC shall prepare a report of findings which will include material descriptions, sample locations, descriptions of locations of materials tested, and quantities of asbestos-containing materials or lead-based and lead-containing damaged/peeling paints or materials at the subject sites.

Task 2 - Develop Abatement Work Plan

ACC to develop an asbestos and lead abatement work plan for Foster Elementary School. Work plan to include scope of work and all regulatory requirements.

Task 3 - Project Management, Abatement Oversight and Air Sampling

ACC to provide project management and air monitoring during the removal of hazardous materials. These services include air monitoring, onsite management of contractor activities, visual inspections, final clearance sampling, and project documentation. ACC to perform all containment, progress and final visual inspections during the project.

ACC will also collect perimeter PCM air samples to monitor fiber levels outside the containments during removal activities. All PCM perimeter air samples to be read onsite in accordance with NIOSH 7400 Method. At the completion of work and after passing the final visual inspection, ACC to collect PCM clearance air samples in the work area. ACC's oversight costs are based on a 15 - 8hr weekday Shifts. Work over 15 shifts will be considered additional work.

Assumptions:

ACC predicates costs for the survey work based on information provided by OUSD in the form of Addenda and other bid documents included in the RFP. Project oversight costs are predicated upon assumed project durations as stated - these costs may vary based on actual project requirements.

Schedule:

ACC will schedule the survey(s) upon receipt of written authorization by Client. The reports of findings will be provided 7-working days after receipt of the final laboratory reports for the final survey inspection.

1) The above pricing is based on ACC performing all tasks in one mobilization and reflects conducting all activities between 7 AM and 6 PM Monday through Friday. ACC is available for evening and weekend mobilizations per client needs at additional costs. Emergency response, evening and weekend mobilizations will include an hourly surcharge as defined in the Terms and Conditions, on the attached fee schedule or identified above under "Cost of Services."

2) Costs include all labor, insurance, overhead, transportation, equipment and materials required to perform the work with the exception of a man-lift capable of reaching materials and/or surfaces greater than 12 feet in height. Equipment required to reach these surfaces will be provided by the client or designated client representatives.



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Project Name: Pre-Demolition Asbestos and Lead Paint Survey, Work Plan and Abatement Oversight
Foster Elementary School
2850 West Street
Oakland, CA

Esposito, John
Oakland Unified School District
955 High Street
Oakland, CA 94601

ACC Project No.: 67689

Wednesday, November 5, 2014

Scope of Work Description

- 3) Roofs higher than 15 feet with no roof access will be charged an additional fee based on necessary equipment to gain access. Additional trips to the subject property because areas are not accessible will be billed at \$85.00 per hour.
- 4) ACC is to be provided unencumbered access to all project areas. Additional trips to the subject property because areas are not accessible will be billed at \$85.00 per hour. Encumbered access or subsequent trips may delay the delivery of the final report.
- 5) ACC excludes sampling concrete and asphalt paving as suspect asbestos-containing materials. Aggregate found in these materials, if supplied from quarries located in known ultramafic areas may contain asbestos. It is possible that prior to recycling and/or disposal, recycling agents or landfills may require sampling of these materials to determine the presence of asbestos prior to acceptance. Sampling of these materials, at additional cost, will be conducted upon request by Client.
- 6) ACC excludes characterization of soils in areas on known ultramafic rock (where naturally occurring asbestos may be found in soils). ACC can conduct a geologic evaluation and subsequent sampling to determine the presence of naturally occurring asbestos at additional costs if requested. If the project is located within a known ultramafic rock area, provisions should be made to address regulatory requirements for any planned excavation and grading as part of the project. ACC can provide further detail on regulatory requirements related to naturally occurring asbestos in soils.
- 7) ACC shall not be responsible for identifying and/or sampling suspect materials concealed within walls, columns, beneath flooring, above solid ceilings, underground or in any other concealed areas, unless written direction is provided to ACC to perform intrusive and/or destructive sampling on specific building systems, the subject area(s) were unoccupied at the time of the survey, and performing destructive/intrusive sampling does not create unsafe conditions. ACC shall not be responsible for identification, sampling and/or characterization of PCB and lighting/mercury wastes, and water or mold impacted materials. General observations related to these items may be noted if ACC observed suspect conditions to the client either separately or within this report.
- 8) Sampling of single-ply membrane roof systems are excluded unless specifically directed to disturb the membrane by the client. Suspect Roofing materials underlying membrane systems may not be identified and should be sampled prior to disturbance.
- 9) If roof sampling is authorized, ACC will provide temporary patching of roof sampling wounds but does not guarantee repairs and will not be responsible for and subsequent damage. ACC recommends using a qualified roofing contractor to facilitate any needed repairs to the roofing systems.
- 10) The analyzing laboratory quantifies asbestos concentrations by calibrated visual estimation using standard PLM methodology, with detection of asbestos is material/matrix dependent. Detection of trace asbestos (<1%) may not be reliable or reproducible by PLM and percentage of asbestos weight can not be determined with standard PLM methodology. Confirmation of asbestos concentrations within complex matrices (i.e. plaster, gypsum wallboard/taping/joint compounds, stucco, resilient flooring, roofing) or when asbestos concentrations are 1% or less may warrant additional analysis by PLM point counting, gravimetric reduction or Transmission Electron Microscopy for proper characterization of asbestos-containing materials and/or waste-stream analysis.
- 11) Suspect lead-containing materials will be identified and sampled to determine lead concentrations. Additional waste characterization may be necessary based on components/segregation of the project waste stream and is not included as part of this scope.



An Employee Owned Company

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Environmental Project Cost Estimate *(continued)*

Project Name: Pre-Demolition Asbestos and Lead Paint Survey, Work Plan and Abatement Oversight
 Foster Elementary School
 2850 West Street
 Oakland, CA

Esposito, John
 Oakland Unified School District
 955 High Street
 Oakland, CA 94601

ACC Project No.: 67689

Wednesday, November 5, 2014

Scope of Work Description

Task Number and Description	Unit Price	Units	Quantity	Amount
Task 1: Pre-Demolition Asbestos and Lead Paint Survey				
Administrative Support Personnel	\$65.00	Hours	8	\$520.00
Lead Bulk Sample	\$20.00	Each	16	\$320.00
PLM (Asbestos Bulk)	\$15.00	Each	120	\$1,800.00
Senior Project Manager/Designer	\$115.00	Hours	8	\$920.00
Technician Level II Normal Hrs.	\$90.00	Hours	24	\$2,160.00
			Task Sub-total:	\$5,720.00
Task 2: Work Plan				
Administrative Support Personnel	\$65.00	Hours	8	\$520.00
Senior Project Manager/Designer	\$115.00	Hours	16	\$1,840.00
Technician Level II Normal Hrs.	\$90.00	Hours	2	\$180.00
			Task Sub-total:	\$2,540.00
Task 3: Project Management, Abatement Oversight and Air Sampling (Based on 15 Shifts)				
Administrative Support Personnel	\$65.00	Hours	8	\$520.00
Phase Contrast Microscopy (PCM) 8-24 Hours	\$15.00	Samples	30	\$450.00
Senior Project Manager/Designer	\$115.00	Hours	12	\$1,380.00
Technician Level II Normal Hrs.	\$90.00	Hours	120	\$10,800.00
			Task Sub-total:	\$13,150.00

Approved:**Total Environmental Consulting Services Cost:****\$21,410.00**

Name: _____
 Signature: _____
 Title: _____
 Date: _____
 PO Number: _____
 Tasks Approved: _____ or ALL

All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2014 Standard Terms & Conditions apply to all services.



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EXHIBIT B
Hourly Personnel Rates
and
Schedule of Fees and Charges

Project Cost Estimate

ACC Environmental Consultants, Inc.

Project Information

ACC Project No.: 67689

Project Name: **Pre-Demolition Asbestos and Lead Paint Survey, Work Plan and Abatement Oversight**

Project Location: Foster Elementary School
2850 West Street
Oakland, CA

Client Information

Oakland Unified School District
955 High Street
Oakland, CA 94601

Date Prepared: Wednesday, November 5, 2014

Task Number and Description	Unit Price	Units	Quantity	Amount
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Technician Level II Normal Hrs.	\$90.00	Hours	120	\$10,800.00
Task Sub-total:				\$13,150.00
Total Environmental Consulting Services Cost:				\$21,410.00

All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2014 Standard Terms & Conditions apply to all services.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/28/2014

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

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


PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncastr Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME:	
	PHONE (A/C No. Ext):	(916) 939-1080
	FAX (A/C No.):	(916) 939-1085
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	ADMIRAL INSURANCE COMPANY #24856
	INSURER B:	UNITED FINANCIAL #11770
	INSURER C:	OAK RIVER INS. CO. #34630
	INSURER D:	QBE INS. CO. #39217
	INSURER E:	
	INSURER F:	

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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FEI-ECC-10782-02 CPL RETRO: 03/20/89	10/28/14	10/28/15	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> POLLUTION LIAB						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CLAIMS MADE						PERSONAL & ADV INJURY \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			02447227-6	01/13/14	01/13/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY/AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" 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 \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2200059003-141	05/01/14	05/01/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROF. LIAB.			FEI-ECC-10782-02	10/28/14	10/28/15	\$ 5,000,000 OCCURRENCE
	CLAIMS MADE						\$ 5,000,000 AGGREGATE
D	PROP/EQUIPMENT			2751132	12/30/13	12/30/14	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: OAKLAND TECHNICAL HIGH SCHOOL AMMED #1 / 43351 BROADWAY / ACC# 3029-246.00
OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. WAIVER OF SUBROGATION APPLIES TO W/C COVERAGE.
(BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT ATTN: SUSIE BUTLER-BERKLEY 955 HIGH STREET OAKLAND, CA 94607	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 

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

Date: _____
District Representative's Name and Title: _____
Signature: _____

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

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

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

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

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

Date: _____
District Representative's Name and Title: _____
Signature: _____

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

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

Date:

11/21/14

Name of Consultant or Company:

ACC Environmental Consultants

Signature:

James Wilson/JW

Print Name and Title:

James Wilson, President & CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 21st day of November 2014 for the purposes of submission of this Agreement.

By: James Wilson
Signature JW

James Wilson
Typed or Printed Name

President → CEO
Title



INDEPENDENT CONSULTANT AGREEMENT FOR ENVIRONMENTAL SERVICES ROUTING FORM

Project Information			
Project Name	Foster Elementary School Central Commissary	Site	184
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	ACC Environmental Consultants	Agency's Contact	Mark Sanchez
OUSD Vendor ID #	V057331	Title	Project Manager
Street Address	7977 Capwell Drive	City	Oakland State CA Zip 94621
Telephone	510-638-8400 x 104	Policy Expires	10-28-15
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 #	13133		

Term			
Date Work Will Begin	1-14-2015	Date Work Will End By (not more than 5 years from start date)	12-14-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$36,410.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6170	\$36,410.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	11/24/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	12-10-14	
	Deputy Chief, Facilities Planning and Management			
3.	Signature	Date Approved	12/10/14	
	Chief Operations Officer, Board of Education			
4.	Signature	Date Approved	12/17/14	
	President, Board of Education			
5.	Signature	Date Approved		