

Board Office Use: Legislative File Info.	
File ID Number	16-0308
Introduction Date	4/13/16
Enactment Number	16-0486
Enactment Date	4/13/16



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VH*
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management *LJ*

Board Meeting Date *April 13*
~~February 24, 2016~~

Subject Independent Consultant Agreement for Professional Services - AON Fire Protection Engineering Corporation - Various Repair Fire Alarm Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with AON Fire Protection Engineering Corporation for Fire Alarm Repair Services on behalf of the District at the Various Fire Alarm Repair Project, in an amount not-to exceed \$149,000.00. The term of this Agreement shall commence on January ~~1~~ *24*, 2016 and shall conclude no later than December 31, 2016.

Background The scope of the project is to designing fire, intrusion and combination alarm systems for existing and new schools. Reviewing design plans of these systems designed by other design consultants. Participating in the observation of these systems being installed as well as during the final testing of the system.

Discussion AON's present yearly contract is expiring and this is their renewal for another year.

LBP (Local Business Participation Percentage) 0.00%(Specialty Service)

Procurement Method Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

Recommendation Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with AON Fire Protection Engineering Corporation for Fire Alarm Repair Services on behalf of the District at the Various Fire Alarm Repair Project, in an amount not-to exceed \$149,000.00. The term of this Agreement shall commence on January 1, 2016 and shall conclude no later than December 31, 2016.

Fiscal Impact County School Facilities Fund

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-2308

Department: Facilities

Vendor Name: AON Engineering

Project Name: Various Fire & Intrusion Alarm Projects Project No.: 03050

Contract Term: Start Date: 1/2/2016 End Date: 12/30/2016

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 149,000.00

Approved by: Lance Jackson

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes No

Why was this Vendor selected?

AON is a sole source for designing fire and intrusion alarm projects, filing and obtaining DSA approvals and performs peer review for electrical firms designing other systems, field observations and inspection during their installation and preparing punchlist.

Summarize the services this Vendor will be providing.

As stated above.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

The District negotiated a contract using unit costs for labor and all the work performed is time spent against the yearly contract dollar amount. This is a sole source vendor.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Various Repair Fire Alarm Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **17th day of November, 2015** by and between the Oakland Unified School District, Oakland, California ("District") and **AON Fire Protection Engineering Corp.** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to provide designing of fire, intrusion and combination alarm systems for existing and new schools, reviewing design plans of these systems designed by other design consultants. Participating in the observation of these systems being installed as well as during the final testing of the systems.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The contract will commence January 2, 2016 and conclude no later than December 31, 2016.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Agreement
 Workers' Compensation Certification
 Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One hundred and forty-nine thousand dollars and no cents (\$149,000.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any

purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

13. **If required, Consultant shall provide a letter stating:** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses,

liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

In recognition of the relative risks and benefits of the project to both the District and the Consultant, the risks have been allocated such that the District agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's parent, affiliated and subsidiary companies (the Consultant's companies) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the aggregate liability of the Consultant and the Consultant's companies shall not exceed \$2,500,000.00 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of actions however alleged or arising, unless otherwise prohibited by law.

14. Insurance.

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

14.1.1. Commercial General Liability and Automobile Liability Insurance.

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

14.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000

General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

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

14.2.1. If required, Consultant shall provide a letter 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."

14.2.2. 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.

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

14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **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.

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

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being

performed pursuant to this Agreement.

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 Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **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.

26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. **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:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

Manuelita David
AON Fire Protection Engineering
Corp.
5000 Executive Parkway, Suite 340
San Ramon, CA 94583

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.

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 administrative 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. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

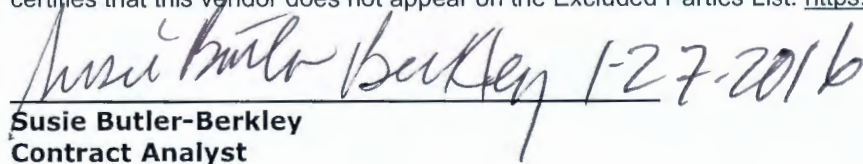
35. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.


38. 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>

 1-27-2016
Susie Butler-Berkley
Contract Analyst

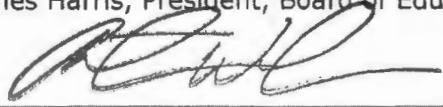
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



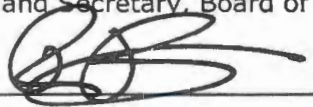
James Harris, President, Board of Education

Date: 4/14/16



Antwan Wilson, Superintendent
and Secretary, Board of Education

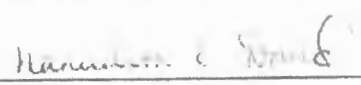
Date: 4/14/16



Lance Jackson, Interim Deputy Chief, Facilities
Planning and Management

Date: 3-14-16

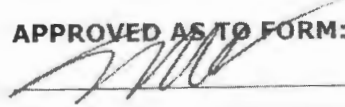
AON FIRE PROTECTION ENGINEERING CORP.



Manuelita E. David
Office Leader | San Francisco Office

Date: January 27, 2016

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 2.1.2016

File ID Number: 16-0308
Introduction Date: 4/13/16
Enactment Number: 16-0486
Enactment Date: 4/13/16
By: ED

Information regarding Consultant:

Consultant: Aon Fire Protection Engineering Corporation 36-253-1450 :
License No.: _____ Employer Identification and/or Social Security Number

Address: 5000 Executive Parkway, Suite 340
San Ramon, CA 94583

Telephone: 925-827-5858

Facsimile: 925-867-3420

E-Mail: manuelita.david@aon.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: Delaware
- Limited Liability Company
- Other: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. 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 his 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: January 27, 2016

Proper Name of Consultant: Aon Fire Protection Engineering Corporation

Signature: *Manuelita E. David*

Print Name: Manuelita E. David

Title: Office Leader | San Francisco Office

(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 awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: Manuelita E. David

Title: Office Leader | San Francisco

_____ The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contract with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: January 27, 2016

Proper Name of Consultant: Aon Fire Protection Engineering Corporation

Signature: *Manuelita E. David*

Print Name: Manuelita E. David

Title: Office Leader | San Francisco Office

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: January 27, 2016

Proper Name of Consultant: Aon Fire Protection Engineering Corporation

Signature: *Manuelita E. David*

Print Name: Manuelita E. David

Title: Office Leader | San Francisco Office

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement.

(PLEASE SEE THE ATTACHED PROPOSAL FROM AON FIRE PROTECTION ENGINEERING CORP.)



October 26, 2015

Via Email
john.esposito@ousd.k12.ca.us

Mr. John Esposito
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Oakland Unified School District / General Engineering Consulting
Oakland, California
Aon FPE Proposal No. 15-2286-1

Dear Mr. Esposito:

Aon Fire Protection Engineering Corporation (Aon FPE) is pleased to submit this proposal to provide general fire alarm and intrusion alarm systems consulting services for the calendar of 2016 to Oakland Unified School District (Client) for the referenced project.

Aon FPE has been retained to provide general fire alarm and intrusion alarm system consulting on an as needed basis for Oakland Unified School District elementary, middle and high schools as well as Child Development Centers.

Basic Services

The Basic Services to be provided by Aon FPE for the referenced project are as follows:

- Attend meetings with Client, Division of the State Architect (DSA) Inspector of Record (IOR), Contractors, and Oakland Unified School District (OUSD) personnel when requested by the Client.
- Conduct site visits to schools to determine the state of the existing fire alarm and/or intrusion alarm and/or automatic sprinkler systems when requested by the Client.
- Prepare letter reports detailing the results of the site visits. The reports will identify the following:
 - Existing fire alarm and/or intrusion alarm and/or automatic sprinkler systems description.
 - Recommendations of alarm system improvements.
 - Estimated cost of repair or replacement.
 - Estimated design and construction administration fees.
- Review submittals of District consultants' design and/or contractor shop drawings and other documentation for compliance with the applicable code requirements of NFPA 72, California Codes, DSA requirements and OUSD Standards.
- Perform construction site visits when requested by the Client. Prepare a report describing the construction progress and results of the visit.

- Provide general consulting on an as-needed basis regarding the fire alarm and/or intrusion and/or automatic sprinkler systems for OUSD projects. Client can utilize this time for:
 - Providing direction or clarification to Contractors and OUSD Consultants.
 - Mitigating Contractor concerns and/or conflicts.
 - Providing recommendation/solutions.
 - Revising or amending the OUSD Standards.
- Witness acceptance testing of the fire alarm and/or intrusion and/or automatic sprinkler systems with the Client, DSA IOR, and Contractor and prepare a test report identifying the deficiencies.

Professional Fee

Aon FPE's fee for Basic Services will be based upon actual time expended at the Billing Rates stated herein, with a budget estimate of \$149,000.00. Aon FPE will advise you when 80 percent of this amount is reached so that fee adjustments, if required, can be made.

The fee reflects the Client providing Aon FPE with hardcopies of all drawings. Plotting and reproduction of drawings provided by the Client in electronic format will be billed as a Reimbursable Expense as defined in the Reimbursable Expenses section below.

The fee for Basic Services does not include Additional Services or Reimbursable Expenses described herein.

Aon FPE's fee shall be paid monthly in proportion to services performed.

If the project is canceled prior to completion of Aon FPE's services, Aon FPE's charges will be based upon the actual time expended at the Billing Rates in effect at the time of project cancellation, stated herein, not to exceed the quoted fee, plus Reimbursable Expenses described herein.

Billing Rates

Billing Rates will be based upon the following schedule:

Office Leader	\$215.00 per hour
Assistant Manager	\$215.00 per hour
Senior Consultant/Designer	\$183.00 per hour
Associate Consultant/Designer	\$173.00 per hour
CAD Operator	\$ 93.00 per hour

Reimbursable Expenses

Reimbursable Expenses authorized by your office are in addition to fees for Basic and Additional Services. Reimbursable Expenses shall be paid monthly upon presentation of itemized expenses incurred by Aon FPE's employees or consultants in connection with this project.

The following will be invoiced at actual cost or set schedule as stated:

- Plotting at \$0.40 per square foot for black and white documents and \$2.50 per square foot for color documents, excluding internal progress sets and deliverables defined in Basic Services.
- Automobile mileage in accordance with current IRS guidelines.
- Federal, state, and local taxes applicable to Aon FPE's fees.
- Fees paid to outside consultants engaged for Additional Services at actual cost, plus 15 percent.
- Express delivery service.
- Fees paid for securing approval of authorities having jurisdiction over this part of the project.
- Scanning of blue-line drawings and converting scans into AutoCAD-recognizable drawing format by an outside service.

Please complete the information under Terms and Conditions, Reimbursable Expense Receipts.

The Client agrees to reimburse Aon FPE for any transportation and/or living expenses incurred by Aon FPE as a result of the Client canceling or rescheduling a meeting or site visit. These expenses will be billed at cost plus ten percent.

Additional Services

This proposal contemplates a scope of service based upon one project scheme. Major project revisions outside of Aon FPE's control or responsibility that will require rework of completed work or more extensive work than originally agreed upon will be considered Additional Services.

Additional Services also include all work (such as additional consultation, meetings, or revisions) not outlined in Basic Services including, but not limited to:

- Additional site visits.
- Building and fire code analysis and appeals.

Client may request or it may become necessary for Aon FPE to perform Additional Services in order to further the objectives of the Project. Whenever reasonably possible, Aon FPE will notify Client in advance of Aon FPE's intention to perform the particular Additional Service, and Client's failure to instruct Aon FPE not to perform the Additional Service shall be considered Client's acquiescence in Aon FPE's performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests Aon FPE to perform after final payment has been made to the contractor(s) or more than 60 days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services.

Aon FPE's fees for authorized or requested Additional Services will be based upon Billing Rates in effect at the time services are performed. Reimbursable Expenses associated with authorized or requested Additional Services will be based upon the schedule in effect at the time services are performed.

Client's Responsibilities

The Client agrees to:

- Provide Aon FPE with floor and reflected ceiling plans by means of electronic media compatible with AutoCAD 2012.
- Provide Aon FPE with copies, in hardcopy of all drawings, including existing as-built fire protection system, architectural, structural, mechanical, electrical, and fixture plans, and other information pertaining to design of the project. These documents are for Aon FPE's use in preparing the report, drawings and specifications. It is understood that Aon FPE will rely upon the accuracy of all documents and electronic data furnished.
- Provide Aon FPE access to all areas of the building for the purpose of conducting the site visit.
- Provide staff familiar with the location and operation of the existing fire alarm and intrusion alarm systems.
- Provide personnel to assist in the testing of the fire alarm and intrusion alarm systems.
- Arrange all meetings and tests with the local authorities.
- Pay for all fees for securing approval of authorities having jurisdiction.

Terms and Conditions

This proposal is valid for 60 days.

This proposal is based on a mutually agreeable work schedule.

Surveys and reviews to be performed by Aon FPE are fully defined by the scope of services of this proposal.

All drawings, specifications, reports, and electronic media are copyright by Aon FPE. Copies retained by the Client shall be utilized only for this project, not for the purpose of construction of any other projects.

Aon FPE and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site(s), including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Billing Rates stated herein are valid through December 31, 2015. Fees for work performed beyond this date will be based upon Billing Rates in effect at the time the work is performed.

Aon FPE invoices are due upon receipt. Accounts unpaid for 45 days from the date of invoice are subject to a 1.5 percent per month service charge. Accounts unpaid for 75 days from the date of invoice will be cause for Aon FPE to suspend all performance under this Agreement upon a 14-day written notice, unless payment in full is received within 14 days from the date of the written notice. In the event of a suspension of services, Aon FPE shall have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services for nonpayment. Acceptance by Aon FPE of any payment more than 75 days old shall not serve as a waiver of Aon FPE's contractual right to suspend services for nonpayment.

In the event the Client fails to pay within 45 days from the date of the invoice, Aon FPE reserves the right to retain counsel and/or commence litigation to collect the account. In the event Aon FPE retains counsel and/or commences litigation to collect the account, the Client agrees to indemnify and hold Aon FPE harmless from any and all loss, liability costs and expenses including, but not limited to, reasonable attorney fees and other litigation expenses arising out of Aon FPE's efforts to collect the invoice. The Client consents to and agrees to submit to jurisdiction and venue in the courts of the State of Illinois for any litigation commenced by Aon FPE to collect the account. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

Any representations, recommendations, opinions, or conclusions relating to the work performed by Aon FPE must be made in writing by duly authorized Aon FPE representatives. Aon FPE will not be bound by any oral representations, recommendations, opinions, or conclusions.

The Client agrees to indemnify Aon FPE for any expenses which Aon FPE may incur as a result of the Client's negligence or of negligence of any contractor hired by the Client.

In recognition of the relative risks and benefits of the project to both Aon FPE and the Client, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Aon FPE and Aon FPE's parent, affiliated and subsidiary companies (Aon's companies) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the aggregate liability of Aon FPE and Aon's companies shall be limited to U.S. \$1,000,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Reimbursable Expense Receipts: Please initial the appropriate statement and complete the necessary information.

_____ Reimbursable expense receipts are required for the following expenditures:
(initials)

_____ Reimbursable expense receipts are not required.
(initials)

By executing this proposal, the Client has read all of the terms and conditions of this proposal and fully understands their contents. The execution of this proposal confirms the Client's understanding and acceptance of those terms.

To initiate our services, please sign and return this proposal along with the Billing Contact Information page (last page), at your earliest convenience; or provide a written (email) notice to proceed agreeing with the scope, pricing, and terms and conditions stated herein.

If you have any questions regarding this proposal, please contact me at 925-826-0647 or at manuelita.david@aon.com.

Submitted By:

Aon Fire Protection Engineering Corporation



Manuelita E. David, SET
Office Leader, San Francisco Office

Accepted By:

Oakland Unified School District

Signature: _____

Name: _____

Title: _____

Date: _____

PIb (r/gap)

Please complete the Billing Contact Information on the following page.

Billing Contact Information

Please provide the following information regarding project billings with your signed proposal.

Invoice Mailings:

Name:

Address:

Job Site Address: Yes No

Phone:

Fax:

Email:

Billing Contact for Future Inquiries:

Name:

Address:

Phone:

Fax:

Email:

Please indicate any reference numbers (P.O. Numbers, Job Numbers, etc.) that you would like us to indicate on our invoices: _____

Signature: _____

Print Name: _____

Aon Fire Protection Engineering offers value-added services to help increase your safety and security.



Aon FPE offers all of the following services:

- Security Consultation and Design
- Security Threat Assessment
- Building and Fire Code Consulting
- Accessibility Consulting
- Fire Alarm Systems Design
- Fire Suppression Design
- Egress Analysis
- Smoke Modeling

If interested in obtaining a quote on any of the optional additional services listed above, please contact your proposal author for more information.

aonfpe.com



Aon Fire Protection Engineering

AON
Empower Results®



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/27/2015

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Aon Corporation and Aon Fire Protection Engineering Corp 200 E. Randolph Chicago IL 60601 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Illinois National Insurance Co		23817
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570056929255** **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. **Limits shown are as requested**

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			If certificate is no longer required, please send to ACS by fax at 1-800-363-0105 or email ACS.Chicago@aon.com to have removed from our list			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			039331049 Errors & Omissions SIR applies per policy terms & conditions	03/01/2015	03/01/2019	Each Claim Aggregate 2015 JAN -5 P 12:01 FACILITIES PLANNING AND MANAGEMENT

Certificate No : 570056929255

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AON FIRE PROTECTION ENGINEERING CORPORATION, 5000 EXECUTIVE PARKWAY, SUITE 340, SAN RAMON, CA 94583, AON FPE N 4090 - ARROYO VIEJO CDC.

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland CA 94601 USA	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 <i>Aon Risk Services Central, Inc.</i>
---	---



INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information

Project Name	Various Repair Fire Alarm	Site	918
--------------	---------------------------	------	-----

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	AON Fire Protection Engineering Corp.	Agency's Contact	Mannie David
OUSD Vendor ID #	V053604	Title	Project Manager
Street Address	5000 Executive Parkway, Suite 340	City	San Ramon
Telephone	925-827-5858	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Policy Expires	1-1-2019
OUSD Project #	03055	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term

Date Work Will Begin	1-1-2016	Date Work Will End By (not more than 5 years from start date)	12-31-2016
----------------------	----------	--	------------

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$149,000.00
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
7710	County School Facilities Fund	9189003020	6215	\$149,000.00

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 1/29/16		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 2/1/2016		
3.	Interim Deputy Chief, Facilities Planning and Management	Signature	Date Approved 2/2/16		
4.	Senior Business Officer	Signature	Date Approved		
5.	President, Board of Education	Signature	Date Approved		