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Enactment Date	8-13-14



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, Deputy Superintendent, Business Operations *VH*
Timothy White, Associate Superintendent, Facilities Planning and Management *mw*

Board Meeting Date August 13, 2014

Subject Independent Consultant Agreement for Professional Services - KW Engineering - Various Sites Prop 39 Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with KW Engineering for Energy Audit Services on behalf of the District at the Various Sites Prop 39 Project, in an amount not to exceed \$394,479.00. The term of this Agreement shall commence on August 13, 2014 and shall conclude no later than August 13, 2015.

Background Prop 39 Energy Expenditure Plan.

Local Business Participation Percentage 100.00%

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 Professional Services with KW Engineering for Energy Audit Services on behalf of the District at the Various Sites Prop 39 Project, in an amount not-to exceed \$394,479.00. The term of this Agreement shall commence on August 13, 2014 and shall conclude no later than August 13, 2015.

Fiscal Impact

Special Reserve Fund 40

Attachments

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

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Various Sites Prop 39 Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 17th day of June, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and Kilowatt Engineering, Inc. (dba kW Engineering, Inc.) ("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 the project is to provide Energy Audit services and Prop 39 assistance and prepare a Year-1 Energy Expenditure Plan as required to obtain allocated Prop 39 funds.

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 project commencing August 13, 2014 and concludes no later than August 13, 2015.

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:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	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 **Three hundred ninety-four thousand, four hundred seventy-nine dollars and no cents (\$394,479.00)**. 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. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or

death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

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 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

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. Certificates and insurance policies shall include the following:

14.2.1. 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."

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:

Arik Cohen, P.E.
KW Engineering
287-17th Street
Oakland, CA 94610

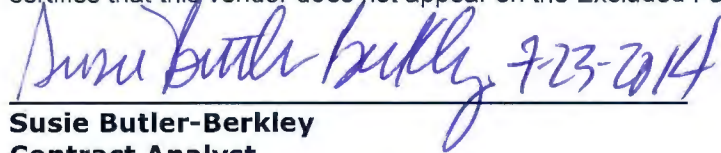
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days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

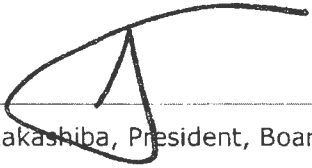


Susie Butler-Berkley 7-23-2014

Susie Butler-Berkley
Contract Analyst

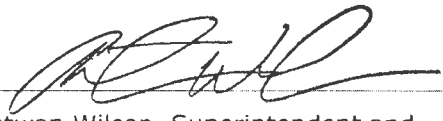
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



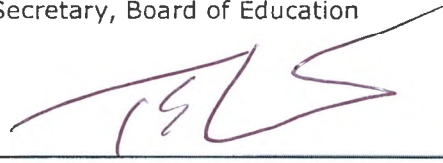
David Kakashiba, President, Board of Education

Date: 8-14-14



Antwan Wilson, Superintendent and
Secretary, Board of Education

Date: 8-14-14



Timothy White, Associate Superintendent Facilities
Planning and Management

Date: 7/23/14

Kilowatt Engineering, Inc. d/b a
KW Engineering



6/25/2014

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 7.23.14

File ID Number: 14-1603
Introduction Date: 8-13-14
Enactment Number: 14-1485
Enactment Date: 8-13-14
Rv:

Information regarding Consultant:

Consultant: Kilowatt Engineering, Inc.
d/b a kW Engineering, Inc.

86-1121883

License No.: N A

Employer Identification and/or Social Security Number

Address: 287 17th Street, Suite 300
Oakland, CA 94612

Telephone: 510-834-6420

Facsimile: 510-834-6421

E-Mail: summary@kw-engineering.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- 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: 06 24 2014

Proper Name of Consultant: Kilowatt Engineering, Inc. d/b/a kW Engineering, Inc.

Signature: 

Print Name: Arik Cohen

Title: Principal

(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: David Struck

Title: Senior Engineer II

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 contact 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: 06 24 2014

Proper Name of Consultant: Kilowatt Engineering, Inc. d/b a kW Engineering, Inc.

Signature: _____

Print Name: Arik Cohen


Title: Principal

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: 06.24.2014

Proper Name of Consultant: Kilowatt Engineering, Inc. d/b a kW Engineering, Inc.

Signature: 

Print Name: Arik Cohen

Title: Principal

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 KW Engineering)

EXHIBIT A



287 17th Street, Suite 300
Oakland, CA 94612
tel (510) 834-6420
fax (510) 834-6421
www.kw-engineering.com

Technical Contact

David Struck
(510) 229-5618 - office
(510) 612-5959 - cell
dstruck@kw-engineering.com

Contractual Contact

Christina Summary
csummary@kw-engineering.com

Budget Proposal for Energy Planning Services towards 5-Year Proposition 39 Strategic Plan and Year-1 CEC Energy Expenditure Plan

Client Oakland Unified School District
Client Contact Tadashi Nakadegawa, Director of Facilities
(510) 535-7038, tadashi.nakadegawa@ousd.k12.ca.us
Proposal Issued April 22, 2014 (Rev 1)

General

Per your request, the kW Engineering Team is proud to submit the following budget proposal for the implementation of Energy Support Services in compliance of California's Clean Energy and Jobs Act, or Prop-39.

This proposal is to provide Energy Audit services and Proposition 39 assistance to Oakland Unified School District, and to prepare a Year-1 Energy Expenditure Plan as required to obtain allocated Prop 39 funds. This proposal is consistent with the CEC Prop 39 Guidelines for spending of Prop 39 funds for "Energy Planning" services.

This Not-to-Exceed (NTE) proposal is submitted based on the information we have to date, our experience with similar districts, and our understanding of the desired scope. In our kick-off meeting on Wednesday, March 26 at your office, we further clarified the initial scope and prioritization methodologies to be focused on in developing Oakland USD's Year-1 Prop-39 Energy Expenditure Plan (EEP).

The kW Engineering Team will provide best value by leveraging our past services and knowledge of OUSD's energy programs, initiatives and efforts. Specifically, kW Engineering, under a grant from PG&E in 2010, prepared a high-level Strategic Energy Plan outlining potential energy projects throughout the District. That Plan was based on previous auditing and retro-commissioning studies funded by PG&E and performed by kW, and the work proposed here will build on that effort by developing project details. In addition, kW Engineering, as the selected sole provider of services under California Energy Commission's Bright Schools program, is uniquely positioned to leverage and augment our services through that program. Bright Schools will provide up to \$20,000 of kW's technical services in support of OUSD energy project development.

Approach

We recommend a strategic, long-term approach to the Prop-39 opportunity. While OUSD's Prop-39 allocation is substantial, it is not nearly enough to complete every possible energy project across the District. It is also not necessary to complete full ASHRAE Level 2 audits at every school, because funding is not sufficient to implement all of the measures which Level 2 auditing will reveal and analyze.

Rather, we propose to set priorities based on the steps set forth below, focusing attention and funding on those sites and measures where we can make the greatest impact in terms of energy savings and facility improvements.

Our proposed approach seeks to strategically identify and develop solid energy projects on two paths:

1. Projects by site: For example, we may identify a given school where a full lighting and/or HVAC retrofit is appropriate, bundling projects at that site, keeping in mind that the Prop-39 SIR (Saving-to-Investment Ratio) requirements are on a site-by-site basis.
2. Projects by measure, which can most effectively be applied across many schools. For example we may find that most or all exterior lighting should be upgraded, and that it would be most cost-effective to complete this as one contract, district-wide.

Overall, this is not a cookie-cutter approach focused only on standard measures, but a TRUE analysis aimed at generating the most value to the District.

In addition, our approach is not solely focused on simply meeting CEC minimum requirements for Prop-39 funding. We work to develop measures which best serve the District's long-term needs (not just what is easy to do right now that meets Prop-39). For example, it is easy to recommend replacement of rooftop packaged units, and often it makes sense. However, there are also many less-costly repair and upgrade measures which can provide good savings and extend equipment life. Before we recommend buying a new car, we want to make sure that the issues aren't just flat tires and an engine that needs a tune-up.

Scope

This proposal should be considered as a Phase 1, and will include the following major steps and tasks:

1. Perform energy use data analysis on all district facilities¹
 - a. Utilize data analyses performed by "energy fellows" at OUSD
 - b. Any/all available energy (and facility) data held by OUSD
2. Benchmarking: Begin with data analysis and benchmarking of all district sites (as required by CEC).
 - a. Summary of Energy Use Intensities (EUI) across all schools

¹ "District Facilities" is defined as OUSD School and Support facilities, excluding Charter Schools

3. Scoping / Extrapolation: We have budgeted to complete scoping-only audits at all District sites. Typically, once we identify priority sites and their relative energy projects, this will also allow us to focus on identifying and quantifying how particular measures in the high-priority sites can apply across many other sites.
4. Prioritization: Select sites for full, detailed ASHRAE Level 2 audits based on:
 - a. Energy Intensity Data (based on analysis in item #1)
 - b. Existing energy and/or facility reports
 - c. Scoping Audit data and observations
 - d. Buildings and Grounds work-order system
 - e. Other District input
5. Level 2 Audits: We then focus initial engineering time on the selected high-priority sites, completing full Level 2 audits. For the purposes of our NTE proposal, we assumed that this will include 6 high schools, 5 middle schools, 10 elementary schools, and 2 support sites.

Our energy audit reports include the following, meeting CEC requirements:

- Executive Summary, including summary table of recommended measures
 - Building and Systems Descriptions
 - Energy Consumption Graphs and Analysis
 - Energy Use Benchmarking
 - Analysis Methodology, including calculations and assumptions
 - Measures Recommendations, including estimates of savings, costs, payback and SIR
 - Approximate Schedule for Implementation
6. Long Range Planning: Based on findings at the priority sites, we will work with OUSD to outline a Strategic Plan for 5 years of Prop-39 projects.
 7. Energy Expenditure Plan: We will prepare and submit the Year 1 Expenditure Plan for approval by the CEC. We expect to have much of the information from this effort to deliver future expenditure plans as well. However we recommend taking one step at a time by submitting annual plans, since needs change (and technologies improve).

Based on the CEC Prop 39 Implementation Draft Guidelines, the Energy Expenditure Plan will include the following. We plan to create a plan for a single year of Prop 39 allocation, with a 5-year outlook, for the development of required expenditure plans in subsequent years

- Utility Data Release
- Benchmarking Summary
- Sequencing Approach and Scoring
- Effectiveness Determination
- Project Financial Metrics
- Funding Request Summary

- Energy Training Request – Based on guidance from Oakland USD
- Energy Manager Request - Based on guidance from Oakland USD
- Job Creation Benefits Calculations – Expected Online Calculator Tool
 - Emerald Cities-Oakland, a kW Team member, will engage OUSD throughout the audit process to appropriately match needs, resources and opportunities for job creation.
- LEA Certifications - Sequencing, Prioritization, Commitment, Truthfulness, Environmental, DSA compliance, Auditing
- Planning Summary – Summary of Planning Tasks and Expenditures (Benchmarking, Auditing)

Exclusions

In this proposal, we have not included project-specific support (such as design specifications, construction oversight, commissioning), since these depend on the actual projects selected. These professional support costs will be included in the project costs themselves. We can provide all of these services to carry projects through to successful completion.

Client to Provide

- School information including square footage, locations, vintage, student counts, utility meter information, building drawing and mechanical plans where available.
- Coordinated access to school sites for audit visits.
- Documentation, Certifications, and Data Release forms for Energy Expenditure Plan.
- Feedback and guidance on recommended energy efficiency projects.

▪

Deliverable(s)

- Strategy Report for 5 Years of Prop-39 Projects
- Year 1 Energy Expenditure Plan (for submission in 2014)
- Energy Audit Reports for individual sites

Terms

Terms are net 30 days after receiving invoice. Work to be billed monthly based on hours spent. This proposal is valid for thirty (30) days.

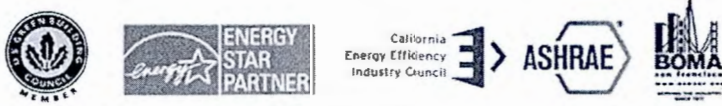
Cost:

We expect OUSD to be allocated approximately \$9 million in Prop 39 funds over the next 5 years, based on the allocation of \$1.76M in year 1, including \$530,000 for Energy Planning.

Our budget proposal for the above services, is not-to-exceed (NTE) of \$334,479. See full hours detail on the following page.

Benchmarking Schools Audits M&V Retrocommissioning Renewables

Schools are a specialty at kW Engineering. We provide school districts with objective, independent consulting services to manage and reduce their energy use. Achieving energy savings is a complex process. kW Engineering serves as owner's representative in preparing and executing energy plans to reduce energy costs and improve infrastructure reliability, while involving students to provide valuable education opportunities.



www.kw-engineering.com



287 17th Street, Suite 300
 Oakland, CA 94612
 tel (510) 834-6420
 fax (510) 834-6421
 www.kw-engineering.com

CONFIDENTIAL

4/22/2014

Projected Prop39 Total \$ 8,800,000

Yr 1 Allocation \$ 1,767,540

Actual Planning Allocation \$ 530,262

Budget Cost Proposal

Tasks	Rate	Principal	Project Manager	Senior Engineer II	Senior Engineer	Project Engineer	Engineer	Cost per item	Qty	Total Value
Tasks	Rate	\$ 212.00	\$ 177.00	\$ 166.00	\$ 161.00	\$ 154.00	\$ 148.00			
Screening and Energy Audits										
Benchmarking & Selection (per 10)		3	0	5	0	10	0	\$ 301	80	\$ 24,048
Kick-off		1		1						
Data Collation				2						
Portfolio Manager Account Set-up						5				
Selection of Targetted Schools		2		2		5				
Full Audit - High Schools sampling		6	0	8	0	50	8	\$ 11,484	6	\$ 68,904
Site Visit						10	4			
Analysis		4		4		24	4			
Report Writing				2		12				
QC, PM		2		2		4				
Full Audit - Middle Schools sampling		4	0	6	0	36	8	\$ 8,572	5	\$ 42,860
Site Visit						8	4			
Analysis		2		4		16	4			
Report Writing				1		8				
QC, PM		2		1		4				
Full Audit - Elem. Schools sampling		4	0	4	0	23	8	\$ 6,238	10	\$ 62,380
Site Visit						5	4			
Analysis		2		2		10	4			
Report Writing				1		6				
QC, PM		2		1		2				
Full Audit - Offices or other		4	0	6	0	36	8	\$ 8,572	2	\$ 17,144
Site Visit						8	4			
Analysis		2		4		16	4			
Report Writing				1		8				
QC, PM		2		1		4				
Travel hours adjustment (>1hr)				0		0		\$ -		\$ -
Scoping Audit Visits		16	0	138.5	0	215	362	\$ 113,069		\$ 113,069
Scoping Site Visit HS				2		6	6		10	
Scoping Site Visit MS				1.5		5			15	
Scoping Site Visit ES				1			4		53	
Scoping Site Visit Office/other				1.5			5		2	
Analysis and Extrapolation		0.2		0.5		1	1		80	
Travel hours adjustment (>1hr)								\$ -		\$ -
PM, Contingency									5%	\$ 16,420
		360	0	666.5	0	1197	546			\$ 344,025
Direct Expenses	Quantity					Units	Rate			
Mileage	500					miles	\$ 0.560	\$ 280	3	\$ 840
Meals, Misc.	100					days	\$ 10	\$ 1,000	1	\$ 1,000
										\$ 1,840
Screening and Energy Audits Subtotal										\$ 346,665

Prop 39 Assistance										
Audit Summary Review	20		40	30	20	0	\$	18,790	100%	\$ 18,790
Review Meeting	10		20	15	10	0				
Follow-ups	10		20	15	10					
Energy Expenditure Plan	23		56	30	24	27	\$	26,694	100%	\$ 26,694
Collate Data Release			4	2	1	1				
Benchmarking Summary			4	2	2	2				
Sequencing Approach and Scoring	4		4	2	2	2				
Effectiveness Determination	1		4	2	2	2				
Project Financial Metrics	1		4	2	2	2				
Funding Request Summary	1		8	4	2	2				
Energy Training Request			4	2		2				
Energy Manager Request			2	1	1	2				
Job Creation Benefits Calculations			4	3	2	2				
Collate LEA Certifications			2		2	2				
QC	8		4	2	2	2				
Coordination with District	4		8	4	4	4				
CEC Submission	4		4	4	2	2				
PM, Contingency									5%	\$ 2,274
Labor subtotal										\$ 47,788
Direct Expenses	Quantity				Units	Rate				
Mileage	100				miles	\$ 0.560	\$	56	1	\$ 56
Meals, Misc.	0				days	\$ 10	\$	-	1	\$ -
Expenses subtotal							\$	56		\$ 56
Prop 39 Assistance Subtotal										\$ 47,814
TOTAL COST										\$ 394,479

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/11

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Kilowatt Engineering, Inc dba: KW Engineering 287 17th Street, Suite 300 Oakland, CA 94612	INSURER A:	Hartford Casualty Insurance Co.
	INSURER B:	Travelers Property Casualty Co of Am
	INSURER C:	U.S. Specialty Insurance Company
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBAKD1700 General Liab. Excludes Claims Arising out of the Performance of Professional Services	01/07/11	01/07/12	EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$2,000,000
		GENERAL AGGREGATE \$4,000,000			PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBAKD1700	01/07/11	01/07/12	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5614Y804	02/28/11	02/28/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	USS1121623	04/02/11	04/02/12	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All operations of the named insured.
 Oakland Unified School District is named as Additional Insured's to General Liability per policy form wording.

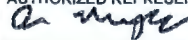
CERTIFICATE HOLDER

Oakland Unified School District
 955 High Street
 Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Insured: Kilowatt Engineering
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBAKD1700
Policy Period: 01/07/11 – 01/07/12

EXCERPTS FORM: Hartford Form SS 00 08 04 05
BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 06 01
HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

- d. Anyone liability for the conduct of an "insured", but only to the extent of that liability.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/24/2014

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

INSURED
Kilowatt Engineering, Inc
dba: kW Engineering, Inc.
287 17th Street, Suite 300
Oakland, CA 94612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **Hartford Casualty Insurance Co.**
INSURER B: **Travelers Property Casualty Co**
INSURER C: **U.S. Specialty Insurance Compan**
INSURER D:
INSURER E:


COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	57SBWKD1700 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	01/07/14	01/07/15	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS -COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBWKD1700	01/07/14	01/07/15	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	57SBWKD1700	01/07/14	01/07/15	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB4232T675	02/28/14	02/28/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	USS1424800	04/02/14	04/02/15	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 All operations of the named insured.

Oakland Unified School District, and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named as Additional Insured's to General Liability per policy form wording. Insurance is Primary.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Oakland Unified School District Attn: Tadashi Nakadegawa Director of Facilities 955 High Street Oakland, CA 94601-0000		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY TELEPHONE OR FAX MAIL TO THE ADDRESS OF THE INSURED OR AGENT TELEPHONE OR FAX AUTHORIZED REPRESENTATIVE 

Insured: Kilowatt Engineering, Inc
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBWKD1700
Policy Effective Date: 01/07/14

Additional Insured: All operations of the named insured. Oakland Unified School District, and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 06 01

HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

- d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name	Various Sites Prop 39 Project	Site	918
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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	KW Engineering	Agency's Contact	Arik Cohen, P.E.		
OUSD Vendor ID #	V060571	Title	Project Manager		
Street Address	287-17 th Street	City	Oakland	State	CA
Telephone	510-834-6420	Policy Expires	1-7-2015		
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 #	13148				

Term

Date Work Will Begin	8-13-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-13-2015
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$394,479.00
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
6230	Special Reserve Fund 40	9189003896	6252	\$394,479.00

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	7/14/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	7-22-14		
3.	Associate Superintendent, Facilities Planning and Management				
	Signature	Date Approved			
4.	Deputy Superintendent, Board of Education				
	Signature	Date Approved	7/22/14		
5.	President, Board of Education				
	Signature	Date Approved			