

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-2166
Introduction Date	11-5-2014
Enactment Number	14-845
Enactment Date	11/5/14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date** November 5, 2014

Amendment No. 2, Independent Consultant Agreement - DNV KEMA Services, Inc. - Washington Elementary School Modernization Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement with DNV KEMA Services, Inc. for Commissioning Services on behalf of the District at Washington Elementary School Modernization Project, in an amount not-to exceed \$10,850.00 increasing previous contract amount from \$21,685.00 to a not to exceed amount of \$32,535.00 and revising the end date from September 27, 2011 through July 14, 2014 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Contract augmentation was required because original proposal and scope of work were based on a contraction schedule that was to be completed July 31, 2014.

**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 Amendment No. 2, Independent Consultant Agreement with DNV KEMA Services, Inc. for Commissioning Services on behalf of the District at Washington Elementary School Modernization Project, in an amount not-to exceed \$10,850.00 increasing previous contract amount from \$21,685.00 to a not to exceed amount of \$32,535.00 and revising the end date from September 27, 2011 through July 14, 2014 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

County School Facilities Fund

**Attachments**

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



FACILITIES PLANNING AND MANAGEMENT

2014 OCT -1 P 2:42

**AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and **DNV KEMA Services, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on **September 27, 2011**, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <b><u>The scope of the project is to provide additional funding for cost of multiple inspections: 1) additional time in creating Sequence of Operations; 2) review of multiple submittals; 3) additional training of contractors, to review tests already provided; 4) return visits to verify systems that were wholly incomplete at the point of scheduling testing; 5) additional documentation to review and address repetitive verification procedures. Total estimated additional hours – 70.</u></b></p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <b>Five months</b>, and the amended expiration date is <b>December 31, 2014</b>.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> Increase of \$10,850.00 to original contract amount  <input type="checkbox"/> Decrease of \$ _____ to original contract amount         </p> <p style="text-align: center;">and the new contract total is <b>Thirty-two thousand, five hundred thirty-five dollars and no cents (\$32,535.00)</b></p>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.


5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

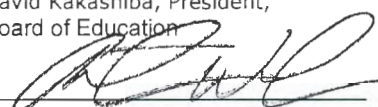
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	11-14-2012	The scope of the project is to provide additional commissioning services, reinitialize efforts with team and secure all documentation, confirm scope, and determine if changes have occurred, having an additional set of Startup Checklist, Test and Balance Reports, Functional Performance Tests, and Issues Logs to administer and document.	\$4,185.00

**Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

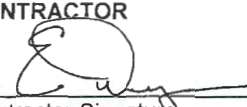
  
\_\_\_\_\_  
David Kakashiba, President,  
Board of Education

11/6/14  
Date

  
\_\_\_\_\_  
Antwan Wilson, Superintendent  
Secretary, Board of Education

11/6/14  
Date

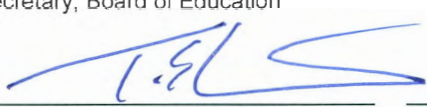
**CONTRACTOR**

  
\_\_\_\_\_  
Contractor Signature

9/29/14  
Date

Erik Dyr, Head of Section- Energy

\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Timothy White, Associate Superintendent  
Facilities, Planning and Management

10/7/15  
Date

File ID Number: 14-2166  
Introduction Date: 11/5/14  
Enactment Number: 14-1845  
Enactment Date: 11/5/14  
By: OA

**EXHIBIT "A" Scope of Work**

**Contractor Name:** DNV KEMA Services, Inc.

**Billing Rate:** Ten thousand, eight hundred fifty dollars and no cents (\$10,850.00)

**1. Description of Services to be Provided**

The scope of the project is to provide additional funding for cost of multiple inspections: 1) additional time in creating Sequence of Operations; 2) review of multiple submittals; 3) additional training of contractors, to review tests already provided; 4) return visits to verify systems that were wholly incomplete at the point of scheduling testing; 5) additional documentation to review and address repetitive verification procedures. Total estimated additional hours – 70.

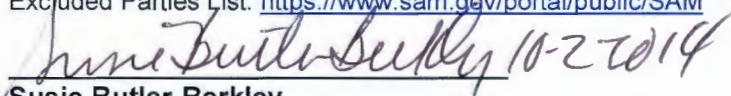
**2. Specific Outcomes:**

Create equitable opportunities for learning and provide accountability for quality.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

**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**  
**Contract Analyst**



Willaim Newby  
Oakland Unified School District  
Project Manager  
955 High Street  
Oakland, CA 94601

**Your Ref.** Washington Elementary School  
Modernization  
**Tel.** 707-792-3330  
**Fax** 707-665-0442  
**E-mail** robert.crane@dnvkema.com

July 3, 2014

Subject: **Contract Augmentation**

Dear Wil,

Our proposal and scope of work, dated July 13, 2011 and signed into contract on September 29, 2011, then amended and signed on November 15, 2012 was based on a construction schedule that would be completed July 2014.

The primary changes in scope are anticipated:

- The project date is anticipated to be completed in August 2014.
- Required submittals that inform the Commissioning Authority as to the method and sequence to developing Functional Performance Tests remain unfulfilled by some contractors.
- Additional time in creating the Sequence of Operations with the design engineers, a process required to be performed by the designer and/or contractors.
- Review of multiple submittals that had been submitted and commented upon, with no progress.
- Providing requested sample documentation that was not acted upon, leaving this effort of additional work without results.
- Startup Checklists by some contractors were not provided, leaving the effectiveness of Functional Performance Tests in question. This proved to be true, with results showing inconsistent configuration and calibration.
- Contractors choosing not to participate in Functional Performance Tests, resulting in wasted time by the Commissioning Authority.
- Additional training of contractors, to review the tests already provided.
- Additional effort in documenting systems that did not conform to the contract documents, a process that should have been addressed by the contractors and overseers.
- Return visits to verify systems that were wholly incomplete at the point of scheduled testing.
- Additional documentation to review and address repetitive verification procedures.
- Additional travel
- Total estimated addition hours = 70

Based on the additional hours required, we request a change to our contract in the amount of \$10,850.00.  
We appreciate your review of this request and are available to discuss at your convenience.

Yours sincerely,

Robert Crane  
Commissioning Project Manager  
KEMA Services, Inc.



STIFDET-01

FOUSTA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/30/2014

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

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

<b>PRODUCER</b> Willis Limited 51 Lime Street London EC3M7DQ	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(877) 945-7238</b>	FAX (A/C, No): <b>(888) 467-2378</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Stiftelsen Det Norske Veritas (see attached for additional Named Insureds) 1400 Ravello Drive Katy, TX 77449	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: Lloyd's Syndicate 1200</b>	
	<b>INSURER B: IF P&amp;C Insurance Ltd.</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> <b>C1647</b>
<b>INSURER B: IF P&amp;C Insurance Ltd.</b>		<b>D1588</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X	X	28430P14	6/1/2014	6/1/2015	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							MED EXP (Any one person)	\$ 50,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 1,000,000
								PRODUCTS - COMP/OP AGG	\$ 100,000
									\$
	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)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			29431P14	6/1/2014	6/1/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$ 1,000,000	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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


Worldwide General Liability Insurance.

Covering the Certificate Holder noted as an Additional Insured if so required by contract but only for liability arising out of work performed by the Insured and only to the extent that the Insured would be entitled to the protection of the Policy if a claim were made against the Insured.

In respect of Professional Services Liability, this additional benefit shall only apply to the extent that this is agreed upon in a written contract between the Insured and such other party prior to any claim.

Language included in the policy wording:  
SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District Dept of Facilities Planning and Mgmt T. White Asst Supt 955 High Street Oakland, CA 94601	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 
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Willis Limited</b>		NAMED INSURED Stiftelsen Det Norske Veritas (see attached for additional Named Insureds)	
POLICY NUMBER <b>SEE PAGE 1</b>		1400 Ravello Drive Katy, TX 77449	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

- Blanket Additional Insured - Clients and Lessors with Blanket Waiver of Subrogation as required by written contract.
- Blanket Additional Insured - Primary and non-contributing coverage as required by written contract
- Blanket Additional Insured - Severability as required by written contract
- Blanket Additional Insured - Cross liability as required by written contract

Cancellation Provision - 30 day/10 day for non-pay

See attached Additional Insured Endorsement for the terms applicable to the Additional Insured.

Ref: Washington School

Additional Insureds: (Oakland Unified School District), The District, its representatives, consultants, trustees, officers, officials employees, agents and Volunteers

## List of Named Insureds

Det Norske Veritas Healthcare Inc.  
Det Norske Veritas Holding (USA) Inc.  
Det Norske Veritas (USA) Inc.  
DNV KEMA Renewables (USA) Inc  
Two Tomorrows (North Amrerica ) Inc  
Det Norske Veritas Certification Inc.  
KEMA USA Inc.  
KEMA Reality LLC  
KEMA Inc.  
Macro Corporation  
KEMA Powertest LLC  
KEMA Services Inc.  
KEMA TOS Inc.  
GL Renewables Certification LLC  
Germanischer Lloyd (USA) Inc.  
Noble Denton Holdings USA, Inc.  
GL Noble Denton, Inc.  
Garrad Hassan America Inc.  
GL PwrSolutions, Inc.

Det Norske Veritas (Canada) Ltd.  
KEMA Consulting Canada Ltd.  
Germanischer Lloyd Canada Ltd.  
Noble Denton Canada Limited  
GL Garrad Hassan Canada Inc.

## ADDITIONAL INSURED ENDORSEMENT

Attaching to Policy Number: 28430Pi4

**Additional Insured:** Certificate Holder from page 1 deemed inserted here.

**Additional Insured Provisions:** In accordance with the conditions precedent and exclusions below, the General Liability coverage afforded by this Policy is extended as set forth in this Endorsement to the *Additional Insured* noted above for any *Claim* that:

- (i) arises solely out of the *Insureds Business Activities* performed by or on behalf of such *Additional Insured* to the extent that the *Insured* would be entitled to the protection of this Policy if a *Claim* were made against the *Insured*, and
- (ii) is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of the *Insured*.

The *Underwriters* will pay amounts the *Additional Insured* is legally required to pay to compensate others for Loss resulting from the *Insured's Business Activities* or those of another for whom the *Insured* is legally responsible.

Any coverage maintained by the *Additional Insured* shall be in excess of this insurance and shall not be called upon to contribute with it.

The *Additional Insured* shall not by reason of their inclusion in this Endorsement incur liability to the *Underwriters* for payment of premiums for such Insurance.

The *Underwriters* agree to waive rights of subrogation against the *Additional Insured* to the extent that such waiver is agreed upon in a written contract between the *Insured* and the *Additional Insured* prior to any *Claim*.

### **Conditions precedent to this cover:**

1. The *Claim* must solely arise from the *Insured's Business Activities*;
2. Any *claim* arising from the *Insureds Business Activities* must be first made against the *Additional Insured* during the *Period of Insurance*. The *Additional Insured* shall provide the *Underwriters* with written notice of such *Claim* as soon as is practicable in accordance with the Notice of Claim provision below;
3. The *Underwriters* agree to defend and contest any *Claim* made against the *Additional Insured* and to bear the *Defence Costs* thereof arising from the *Insureds Business Activities*;
4. In regard to *Claims* made under this Policy involving the *Additional Insured*, the *Additional Insured* will at its own cost: (i) render all reasonable assistance to the *Underwriters* and co-operate in the defence of any *Claim* and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this Policy; (iii) give such information and assistance to the *Underwriters* as they may reasonably require to enable it to investigate any loss or determine liability under this Policy; and
5. In regard to *Claims* made under this policy involving the *Additional Insured*, no *Additional Insured* shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any *Defence Costs* without the prior written consent of the *Underwriters*. Only those settlements, judgments and *Defence Costs* consented to by the *Underwriters*, and judgments resulting from *Claims* defended in accordance with this policy, shall be recoverable as loss under this Policy. The *Underwriters'* consent shall not be unreasonably withheld, provided that the *Underwriters* shall be entitled to exercise all of their rights under this Policy.

**Exclusions:** This Endorsement will not respond to any *Claim* directly or indirectly caused by, based on, for or arising out of:

- a. the *Additional Insured's* dishonest, fraudulent, criminal, reckless, intentional, or malicious acts, errors or omissions; or
- b. the actual or alleged intentional non-performance or default of any of the *Additional Insured's* contractual obligations.
- c. Pollutants.

**No Amendments:** This Endorsement and any rights under it cannot be assigned or amended without the prior written consent of the *Underwriters*.

**Notice of Claim:** The *Additional Insured* shall give written notice of any *Claim* made against them as soon as practicable at any time during the *Period of Insurance* and in any event, within 30 days after the end of the *Period of Insurance*, as long as such *Claim* is reported no later than 30 days after the date such *Claim* was first made against the *Additional Insured*.

Notice shall be deemed to have been properly made if received in writing by:

Finex Claims  
Willis Limited  
The Willis Building  
51 Lime Street  
London  
EC3M 7DQ

If, during the *Period of Insurance*, written notice of a *Claim* against the *Additional Insured* has been given to the *Underwriters* pursuant to the terms and conditions of this Policy, then any *Claim* arising out of, based upon or attributable to the facts alleged in the *Claim* previously notified to the *Underwriters*, which is the same as or related to any act alleged in the previously notified *Claim*, shall be considered made against the *Additional Insured* and reported to the *Underwriters* at the time the first notice was given.

If, during the *Period of insurance*, the *Additional Insured* shall become aware of any circumstance which may reasonably be expected to give rise to a *Claim* being made against the *Insured* or the *Additional Insured* and shall give written notice to the *Underwriters* of the circumstance and the reasons for anticipating a *Claim* with full particulars as to dates and persons involved, then any *Claim* which is subsequently made against the *Insured* or the *Additional Insured* and reported to the *Underwriters* arising out of, based upon or attributable to such circumstance or alleging any act which is the same as or related to any act alleged or contained in such circumstance shall be considered made against the *Insured* or the *Additional Insured* and reported to the *Underwriters* at the time the notice of such circumstance was first given.

**Geographical Scope:** Worldwide

**Sum Insured:** The Limit of Liability applicable to the *Additional Insured* shall not exceed the amount shown on page 1 of the Certificate to which this Endorsement is attached.

The inclusion of one or more *Additional Insureds* under this Policy shall not increase the Limit of Liability of this Policy in any manner.

**Definitions applicable to this Endorsement:**

*Additional Insured* means the entity noted on Page 1 of the Certificate to which this Endorsement is attached.

*Claim* means:

- (i) any suit or proceeding brought by any person or organisation against the *Insured* or an *Additional Insured* for monetary damages or other relief, including non-pecuniary relief
- (ii) any oral or written demand from any person or organisation that it is the intention of the person or organisation to hold the *Insured* or the *Additional Insured* responsible for any liability arising out of the operations of the *Insured*
- (iii) any criminal prosecution brought against the *Insured* or the *Additional Insured*, resulting from an unintentional criminal act by the *Insured*
- (iv) any official investigations, inquiries or other proceedings commissioned by any regulatory body or official institution in connection with the operations of the *Insured*
- (v) any *Claim* or *Claims* arising out of, based upon or attributable to the same originating cause, operation and/or act shall be considered to be a single *Claim* for the purposes of this Policy

*Defence Costs* means those costs, charges and expenses incurred in connection with the investigation, adjustment, defence or appeal of a *Claim* arising out of the *Business Activities* of the *Insured*.

*Insured* means The Foundation Det Norske Veritas and all subsidiaries of any of the above and any branch, division, sector, region, product group or other internal structure thereof.

*Insureds Business Activities* means the services offered by the *Insured* and stated in the material information and/or particulars supplied to the *Underwriters* prior to the inception of this Policy.

*Period of Insurance* means 12 months from 1<sup>st</sup> June 2014 to 1<sup>st</sup> June 2015.

*Professional Services Liability* means liability arising out of a negligent act, error or omission in rendering or failing to render *Professional Services* by the *Insured*.

*Professional Services* means services provided by the *Insured* for a fee.

*Pollutants* means (but not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

*Underwriters* means various according to the Schedule of the policy to which this Endorsement is attached.

All other terms, clauses and conditions remain unchanged.



---

**RE: Washington Es - Commissioning Back-check**

---

**Crane, Robert** <Robert.Crane@dnvgl.com>  
To: William Newby <william.newby@ousd.k12.ca.us>

Tue, Jul 15, 2014 at 12:25 PM

Wil

I assume you (OUSD) would still be issuing a change order to KEMA and that Overaa would then reimburse you. Is this your assumption as well?

Robert

**From:** William Newby [mailto:william.newby@ousd.k12.ca.us]  
**Sent:** Tuesday, July 15, 2014 12:23 PM  
**To:** Crane, Robert  
**Subject:** Fwd: Washington Es - Commissioning Back-check

FYI -

Overaa is committed to making compensation for additional incurred costs.

Thank you

----- Forwarded message -----

From: **Jeff Kringler** <Jeffk@overaa.com>  
Date: Tue, Jul 15, 2014 at 11:35 AM  
Subject: RE: Washington Es - Commissioning Back-check  
To: William Newby <william.newby@ousd.k12.ca.us>  
Cc: Carl Overaa <carlo@overaa.com>

Wil,

In an effort to closeout the project I agree and accept the conditions of the additional costs incurred.

Please advise on the cost.



William Newby

**Percentage of Responsibility**

**Crane, Robert** <Robert.Crane@dnvgl.com>  
To: William Newby <william.newby@ousd.k12.ca.us>  
Cc: "Dyrr, Erik" <Erik.Dyrr@dnvgl.com>

Tue, Jul 15, 2014 at 12:23 PM

Wil

If we lump both **owner and design team** into one category (for the time being, details can be discussed later), I would **estimate the cost of responsibility for the additional work to be about 18%**. The remainder of the **responsibility (82%) falls to the contractors**. Dividing up this second category into individual contractor responsibility would require more time and hopefully is not necessary.

Let me know if this is sufficient.

Thank you,

for KEMA Services Inc., USA

**Robert Crane, CCP**

**Senior Consultant, Sustainable Buildings and Communities  
DNV GL - Energy**

E-mail [robert.crane@dnvgl.com](mailto:robert.crane@dnvgl.com)  
Mobile +1 707 217 0681 | Direct +1 707 792 3330

[www.dnvgl.com](http://www.dnvgl.com) | [LinkedIn](#)



**DNV and GL have merged to form DNV GL**

We are now the world's largest ship and offshore classification society, the leading technical advisor to the global oil and gas industry, and a leading expert for the energy value chain including renewables and energy efficiency. We've also taken a position as one of the top three certification bodies in the world. Read more here: [www.dnvgl.com/merger](http://www.dnvgl.com/merger).

This message may contain confidential or private information. If you are not the addressee, please return the message to its sender and delete it from your files. Please consider the environment before printing this email.

Please consider the environment before printing this email.

\*\*\*\*\* The contents of this e-mail message and any attachments are confidential and are intended solely for the addressee. If you have received this transmission in error, please immediately notify the sender by return e-mail and delete this message and its


Board Office Use: Legislative File Info.	
File ID Number	12-2728
Committee	Facilities
Introduction Date	11-14-2012
Enactment Number	12-2862
Enactment Date	11/14/12 O.S.



OAKLAND UNIFIED  
SCHOOL DISTRICT

Learning. Growing. Thriving. Together.

## Memo

To Board of Education 

From Tony Smith, Ph.D., Superintendent  
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date November 14, 2012

Subject Amendment No. 1, Professional Services Contract- KEMA Services, Inc. - Washington Elementary School Modernization Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Professional Services Contract with KEMA Services, Inc. for Commissioning Services on behalf of the District at Washington Elementary School Modernization Project, in an amount not-to exceed \$4,185.00 increasing previous contract amount from \$17,500.00 to a not to exceed amount of \$21,685.00 and revising the end date from September 27, 2011 through December 31, 2012 to July 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The original scope of work was based on a construction schedule that would be completed September, 2012. Because the project is now split into phases, commissioning services will be required for an additional year.

**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 Amendment No. 1, Professional Services Contract with KEMA Services, Inc. for Commissioning Services on behalf of the District at Washington Elementary School Modernization Project, in an amount not-to exceed \$4,185.00 increasing previous contract amount from \$17,500.00 to a not to exceed amount of \$21,685.00 and revising the end date from September 27, 2011 through December 31, 2012 to July 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Measure B

**Attachments**

- Professional Services Contract including scope of work



## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and KEMA Services, Inc. OUSD entered into an Agreement with CONTRACTOR for services on September 20, 2011, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If <b>scope of work changed</b>: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional commissioning services, reinitialize efforts with team and secure all documentation, confirm scope, and determine if changes have occurred, having an additional set of Startup Checklist, Test and Balance Reports, Functional Performance Tests, and Issues Logs to administer and document.</u></p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If <b>term is changed</b>: The contract term is extended by an additional <u>18 months</u>, and the amended expiration date is <u>July 31, 2014</u>.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$4,185.00</u> to original contract amount</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Twenty-one thousand, six hundred eighty-five dollars and no cents (\$21,685.00)</u></p>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jody London  
 Jody London, President, Board of Education, Date 11/15/12

Edgar Rakestraw, Jr.  
 Edgar Rakestraw, Jr., Secretary Board of Education, Date 11/15/12

\_\_\_\_\_  
 Timothy White, Associate Superintendent Facilities, Planning and Management, Date \_\_\_\_\_

**CONTRACTOR**

Erik Dyr  
 Contractor Signature, Date 9/11/12

Erik Dyr Principal  
 Print Name Title

File ID Number: 12-2728

Introduction Date: 11/14/12

Enactment Number: 12-2860

Enactment Date: 11/14/12

By: O.S.

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Four thousand, one hundred eighty-five dollars and no cents (\$4,185.00)

1. **Description of Services to be Provided**  
An addendum to the Commissioning Report and Systems Manual.

2. **Specific Outcomes:**  
The Commissioning of the building is to ensure that all mechanical and electrical systems are working as they are described the Systems Manual.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input checked="" type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).

*Susie Butler-Berkley 10-10-2012*

Susie Butler-Berkley  
Contract Analyst

# Exhibit A

DNV KEMA Energy & Sustainability



William Newby  
Oakland Unified School District  
Project Manager  
955 High Street  
Oakland, CA 94601

Your Ref. Washington Elementary School  
Modernization  
Tel. 707-792-3330  
Fax 707-665-0442  
E-mail robert.crane@dnvkema.com

August 1, 2012

**Subject: Contract Augmentation**

Dear Wil,

Our proposal and scope of work, dated July 13, 2011 and signed into contract on September 29, 2011, was based on a construction schedule that would be completed in September 2012. Because the project is now split into phases, our commissioning effort will be required for an additional year, to be concluded in July 2014. This is also the point when the warranty review comes due for phase 1.

The primary changes in scope are anticipated:

- Reinitialize efforts with team and secure all documentation, confirm scope, and determine if changes have occurred
- Having an additional set of Startup Checklists, Test and Balance reports, Functional Performance Tests, and Issues Logs to administer and document
- An addendum to the Commissioning Report and Systems Manual (assuming these reports are needed for the current school year, documenting those systems completed during the summer of 2012 – they are a key manual for instruction on how the new systems function and the interface with the building users.)
- Additional travel
- Total estimated addition hours = 27

Based on the additional hours required, we request a change to our contract in the amount of \$4,185.00. We appreciate your review of this request and are available to discuss at your convenience.

Yours sincerely,

Robert Crane  
Commissioning Project Manager  
KEMA Services, Inc.

## AMENDMENT TO PROFESSIONAL SERVICES CONTRACT ROUTING FORM



Project Information			
Project Name	Washington Elementary School Modernization	Site	Washington ES Mod
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	KEMA Services, Inc.	Agency's Contact	Robert Crane
OUSD Vendor ID #	V059366	Title	Project Manager
Street Address	155 Grand Avenue	City	Oakland State CA Zip 94612
Telephone	510-891-0446	Policy Expires	10-31-2012
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 #	06012		

Term			
Date Work Will Begin	9-20-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	7-31-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$21,685.00
Pay Rate Per Hour <small>(if Hourly)</small>	\$	If Amendment, Changed Amount	\$ 4,185.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9399, 9599, 9699	Measure B	1619901882	6215	\$4,185.00

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	Charles Love	Phone	510-635-7081 Fax 510-635-7081
1.	Capital Program Contract & Accounting Manager			
	Signature 	Date Approved	10-12-12	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	10-12-12	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature 	Date Approved		
4.	President, Board of Education			
	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	11-2472
Committee	Facilities
Introduction Date	9/20/2011
Enactment Number	11-2118
Enactment Date	9/27/11




OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent   
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date September 27, 2011

Subject Professional Services Facilities Contract- KEMA Services, Inc.  
Washington Small Schools Conversion Project

**Action Requested** Approval by the Board of Education of a Professional Services Facilities Contract with KEMA Services, Inc. for Commissioning -Services on behalf of the District at Washington Small Schools Conversion Project, in an amount not-to exceed \$17,500.00. The term of this Agreement shall commence on September 27, 2011 and shall conclude no later than December 31, 2012.

**Background** OUSD is pursuing CHPS certifications for the Washington Elementary School Modernization Project. The enlistment of a commissioning agent is required.

**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.



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

---

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 a Professional Services Facilities Contract with KEMA Services, Inc. for Commissioning -Services on behalf of the District at Washington Small Schools Conversion Project, in an amount not-to exceed \$17,500.00. The term of this Agreement shall commence on September 27, 2011 and shall conclude no later than December 31, 2012.

**Fiscal Impact**

The funding source for this project is GO Bond-Measure B.

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

1619901881-6215

**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES**

This Independent Contractor Agreement for Services ("Agreement") is made as of August 18, 2011, between the Oakland Unified School District ("District") and KEMA Services, Inc. ("Consultant") (together, "Parties").

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work") Proposal dated July 13, 2011.
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A;"
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>  n/a  </u>	Workers' Compensation Certificate, if necessary
<u>  n/a  </u>	Criminal Background Investigation Certification, if necessary
<u>      </u>	Insurance Certificates and Endorsements
<u>  x  </u>	W-9 Form

FACILITIES PLANNING  
 AND MANAGEMENT  
 2011 AUG 22 A 10:28

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed \$17,500.00, without the express approval of the Board.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as proved in Attachment "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

AUG 22 A 10:28  
 FACILITIES PLANNING  
 AND MANAGEMENT



Agreement.

8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** 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 three (3) 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. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.
  - 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 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.

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

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

## 14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

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. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
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.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the

provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **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.
23. **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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **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:

<p><b><u>District</u></b>  Timothy E. White  Assistant Superintendent of Facilities,  Planning and Management  955 High Street  Oakland, CA 94601</p>	<p><b><u>Consultant</u></b>  Erik Dyrr  KEMA Services, Inc.  155 Grand Avenue, Suite 500  Oakland, CA 94612</p>
---	---

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.

- 25. 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 Alameda County, California.
- 26. 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.
- 27. 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.
- 28. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Date: 8/16/11

By: [Signature]

Print Name: Erik Dyrr

Its: Principal

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**

By: [Signature]  
Jody London  
President, Board of Education 9/29/11

Date: \_\_\_\_\_

By: [Signature]  
Edgar Rakestraw, Jr., Board Secretary 9/29/11

Date: \_\_\_\_\_

By: [Signature]  
Timothy E. White, Assistant Superintendent  
Facilities Planning and Management

Date: \_\_\_\_\_

**Information regarding Consultant:**

Consultant: KEMA Services, Inc.  
License No.: \_\_\_\_\_  
Address: 155 Grand Ave. #500, Oakland, CA 94612  
Telephone: 510-891-0446  
Facsimile: 510-891-0440  
E-Mail: erik.dyrr@kema.com

04-2555765  
Employer Identification and/or Social Security Number

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: MA  
 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.**



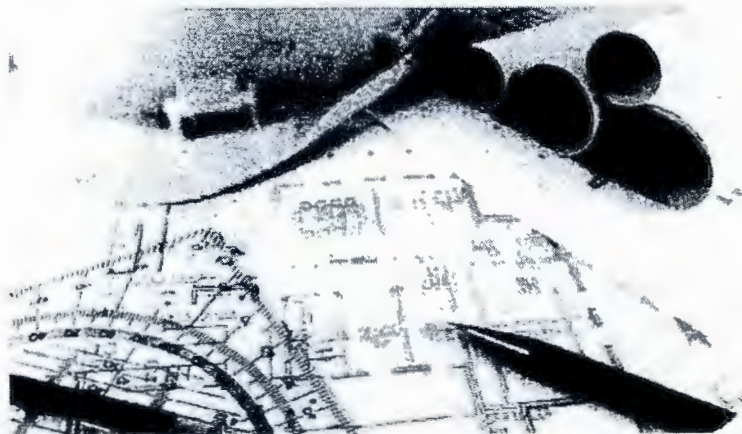
## Attachment A

### **Scope of Services**

The scope of the services is to provide building commissioning services for the Washington (Sankofa) Elementary School Modernization Project to conform to Collaborative for High Performance Schools (CHPS) requirements per the attached proposal dated July 13, 2011.



*PROPOSAL FOR*  
**BUILDING COMMISSIONING SERVICES**



*PROPOSAL TO:*  
**OAKLAND UNIFIED SCHOOL DISTRICT**

*PROJECT:*  
**Washington School Modernization**

**JULY 13, 2011**

KEMA Services, Inc.,  
Tel: 510.891.0446

155 Grand Avenue, Suite 500,  
Fax: 510.891.0440

Oakland, CA  
info.consulting@kema.com

94612 U.S.A.  
[www.kema.com](http://www.kema.com)

---

Experience you can trust

Copyright © 2011, KEMA, Inc.

The information contained in this document is the exclusive, confidential and proprietary property of KEMA, Inc. and is protected under the trade secret and copyright laws of the U.S. and other international laws, treaties and conventions. No part of this work may be disclosed to any third party or used, reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information storage or retrieval system, without first receiving the express written permission of KEMA, Inc. Except as otherwise noted, all trademarks appearing herein are proprietary to KEMA, Inc.

KEMA Services, Inc.,  
Tel: 510.891.0446

155 Grand Avenue, Suite 500,  
Fax: 510.891.0440

Oakland, CA  
info.consulting@kema.com

94612 U.S.A.  
[www.kema.com](http://www.kema.com)

---

Experience you can trust



# 1. Introduction

KEMA Services, Inc. (KSI) is pleased to provide Oakland Unified School District our proposal for building commissioning services for the Washington School modernization project. We propose to provide building commissioning services to satisfy the requirements of the Collaborative for High Performance Schools (CHPS) prerequisite EE3.0- Fundamental Building Systems Testing and Training and EE3.1.1- Standard Commissioning. We have addressed how we will meet the scope of work throughout our proposal, and believe our services will exceed the District's goals.

Our building commissioning services have flourished with the movement of the new construction market towards a sustainable product. KEMA's Sustainable Buildings and Operations unit has one of the largest green building consulting practices in the country. We have been providing commissioning services for the past eight years to support the sustainable movement. Our commissioning services are often one piece of the total sustainable design and operations package we provide our clients. Our focus is on results- **"It's not green if it doesn't work!"**

We currently provide commissioning services to private and public entities, large and small. Projects range from fire stations and schools to one million+ square feet office campuses. All of our current projects have achieved or are seeking LEED or CHPS certification.

KEMA is a member of the Building Commissioning Association, USGBC, California Commissioning Collaborative, ASHRAE, and Association of Energy Engineers.



# 2. Scope of Work

KEMA's scope of work is in line with the requirements of CHPS 2009. Building commissioning is a quality assurance process that spans the entire design and construction process, helping ensure that the new building's performance meets owner expectations. The commissioning agent (CxA) facilitates communication amongst the team members, which results in an integrated design. Additionally, the CxA provides the owner with a peer review of the design and construction to ensure that it meets their goals. This results in a more efficient facility that aligns with the owner's objectives, a smoother turnover process, and reduced costs to the owner. We discuss below our proposed scope of work.



Commissioning begins in the design phase and continues through closeout of the construction. The commissioning agent (CxA) begins the process by documenting the owner's project requirements (OPR) early in the design phase with the design team. This documentation is used throughout design and construction as a benchmark for all decisions. A commissioning report is provided at the conclusion of the project, including a summary of the commissioning process and results.

Commissioning is a team effort requiring significant coordination between the Architecture and Engineering (A&E) team, general contractor, and their subcontractors. Commissioning requires the support of the Mechanical-Electrical-Plumbing (MEP) design team for tasks, such as for the basis of design, and the MEP construction team for functional testing, tasks not typically included in their bids. It is important that the MEP team recognizes that the project will undergo a formal third-party commissioning effort and allocate appropriately in their budgets.

**2.1.1 Commissioning Tasks**

The CHPS Criteria III 2009 Manual summarizes the required commissioning tasks in Table 12. The District has elected to pursue CHPS "Standard" Commissioning for this project. Those tasks, as shown in the table below, have been incorporated in our scope of work.

<b>Commissioning Service</b>	<b>Standard Commissioning (1 point)</b>
Design Intent Document	✓
Commissioning Plan	✓
Design Development Design Review	
Construction Documents Design Review	✓
Commissioning Specification Development	✓
Submittal Review	
Pre-functional Testing	✓
Functional Testing	✓
Commissioning Report	✓
Meeting Attendance	✓
O&M Manual Review	✓
Operator Training	✓
Systems Manual	✓
One-year warranty review	✓

1. **Review the Design Intent documentation.** The design intent is the guiding documentation of the owner's requirements set out for the facility. It serves as the general guiding principle of the commissioning process. Most projects do not document the design intent in the early stages of conceptual design. As a result, it becomes difficult for the owner, and typically the architect, to create this document. KEMA will provide templates for development of the design intent and facilitate the development if necessary. If the design intent documentation has been developed, KEMA will review it for clarity and completeness.
2. **Review the design team's Basis of Design (BoD).** The BoD is the first step in the design process that ensures the team is off to the right start with assumptions of the requirements. This includes system "right sizing," special space requirements, lighting requirements, and energy efficiency and sustainability goals. KEMA will review the BoD for completeness and accuracy and ensure its assumptions represent the owner's requirements.
3. **Develop a Commissioning Plan.** The Cx Plan is a document that provides a roadmap to the Cx process. The Cx Plan is an evolving document that defines the team, schedule of commissioning activities, documentation requirements, and communications protocols. KEMA has developed many Cx Plans and has the experience to know how to make this a useful working road map for the team to refer.
4. **Perform a peer review of the design during Construction Documents phase.** The CxA design review may be the most important task in commissioning process. The review is a means of identifying issues prior to construction. The cost-to-remedy issues in the design phase are exponentially less expensive than "work-arounds" in the field. KEMA will perform a design review of the design documentation.

The review will focus on adherence to the OPR and BoD, completeness and clarity of the documents, maintainability of the systems as designed, interaction of systems, adherence to CHPS requirements, and commissionability of the systems. In addition to the quality of the design, it is important that the design documents clearly relate appropriate level of detail for contractors to submit complete bids and reduce the number of RFI's during construction. One aspect of the design that is typically incomplete or faulty is the sequence of operation. A complete and clear sequence of operation is required to understand how systems are to be constructed and configured to operate. A clear sequence of operations is necessary for submittal review, commissioning of the systems, and facility operation after turnover.

A design issues log will be developed and presented regularly at design meetings until all issues are closed. Issue resolution is the responsibility of the designers of record. The CxA will discuss the issues and possible resolution with the design team and owner.

5. **Provide Cx specifications for Construction Documents.** The specifications relate the requirements and project responsibilities to the team. It is important that the bidders understand that there is formal third-party commissioning, and their participation in the effort is required. The specifications will clearly describe the commissioning agent's, contractor's, subcontractor's, and owner's role in submittal reviews, startup activities, functional testing, and training.
6. **Initiate a Construction phase Cx Kick-off Meeting.** The kickoff meeting is critical to set the expectations of the team from the start. During this meeting responsibilities are assigned to contractors and subcontractors with a clear understanding of their roles in the process. The initial project coordination will take place at this meeting. Coordination includes the submittal process, startup and functional testing schedules, and CHPS requirements during construction.
7. **Project Meetings.** The CxA will participate in project meetings as needed. This includes design meetings, CHPS meetings, and construction meetings. Our fee proposal includes up to 2 meetings during the design phase and 3 meetings during the construction for each phase of the total development.
8. **Site visits during construction.** Periodic site inspections will be performed to ensure that the requirements during construction are met. Any issues will be documented on the issues log and presented at project meetings. Issues and resolutions will be recorded in the Cx Report.
9. **Review and approve Contractors' Startup Plans.** Proper planning and documentation of the contractor's equipment startup is critical to the success of the building systems operation. Without proper startup the functional testing of systems fails. As such, many commissioning guidelines recommend that pre-functional tests are developed by the CxA. These tests are very similar to the normal startup checklists that are utilized by the contractors. In our experience having two checklists to complete confuses startup technicians and factory representatives. KEMA requires that the subcontractors submit their startup plans and checklists prior to startup. We review these documents and request additional items if incomplete. This allows all of the items typically included in the pre-functional tests to be incorporated into the checklists that the technicians are accustomed to using. We have found greater success with this method. It eliminates the confusion most subcontractors experience in this process and provides a streamlined approach and cost savings.

10. **Write, witness, and approve Functional Tests.** As the CxA, KEMA will develop the functional testing procedures for each piece of equipment and systems as a whole. The tests will clearly detail the procedures and acceptance criteria. The tests will be delivered to the contractor for review and comment. KEMA will incorporate changes as necessary and deliver the final test procedures. The contractor will perform the testing procedures with the CxA as witness. Deficiencies will be documented in the issues log and back-checked for resolution when the responsible party confirms the system is ready for retest. For each trade, one site visit for retesting is included in our fee. Additional retesting will be additional service and charged on a time and materials basis. Results of the testing will be reported to the owner. Deficiencies not resolved will be included in the final Cx report.
11. **Assist training to Owner, building users, and maintenance staff.** The CxA will provide assistance to ensure that the owner and building operators are fully trained on operation and maintenance of the systems. The CxA will help coordinate and witness the training.
12. **Write and submit Cx Report.** The Cx report will include a narrative of the commissioning process from design through completion. It will include all of the documentation such as issues logs, startup checklists, functional tests, and remaining deficiencies. Recommendations to the owner for efficient operation and maintenance of the facility will be detailed in the report.
13. **Completion of CHPS documentation.** All documentation requirements of CHPS Commissioning will be completed.
14. **Provide a System Manual.** The Systems Manual is separate from the contractor provided Operations and Maintenance (O&M) manuals. The Systems Manual prepared by KEMA will include documentation for the owner and staff to optimally operate the facility. This manual may include:
  - MEP Systems narrative includes: Description of systems design, including equipment schedules, capabilities and limitations, BoD, etc.
  - As-built sequence of operations for all equipment, including time-of-day schedules and schedule frequency (adjustable setpoints not specifically addressed in SOO), and detailed points listings with range and initial setpoints.
  - TAB report
  - Blank Functional Performance Tests (Cx test procedures) for future retesting





**15. Provide an operational building review prior to the end of the warranty period.**

KEMA will review the operation of the facility with the facilities staff prior to the end of the warranty period. The review will include analysis of energy bills, interview with operations staff, seasonal trend data review, and provide suggestions for improved performance or equipment warranty issues. If the design includes elements such as natural ventilation trend data analysis will be very critical to optimizing the performance.

**2.1.2 Deliverables**

We will provide the following items for Commissioning.

1. Memo summarizing the review of the Design Intent and Basis of Design documents
2. Commissioning Plan
3. Issues log and resolution of issues identified in design review.
4. Commissioning requirements to be included in Division 1 of the project specifications
5. Review comments on contractor equipment startup procedures
6. Functional tests forms (draft and completed)
7. Issues Logs from testing and site visits
8. Attendance record of training sessions
9. Cx Report
10. Systems Manual
11. Post occupancy review report
12. All CHPS documentation requirements for EE3.0-3.1.1.

**2.1.3 Systems to be commissioned**

The following energy systems must be commissioned and are in the scope of our proposal:

1. New exhaust and ventilation systems.
2. Interior and exterior lighting and associated controls
3. Building Automation System
4. Irrigation controls (if applicable)
5. Acoustics (verification by Test and Balance Contractor, KEMA to document)

**2.1.4 Services not included in Commissioning Scope**

1. Specification language, drawings, or other design work (with the exception of Division 1 Commissioning specifications)
2. Building envelope commissioning
3. Special systems commissioning, such as laboratory or medical equipment
4. IAQ testing, verification of materials (e.g., recycled content)



5. Hands-on testing or repair of equipment or controls. *(Note: the Commissioning Authority is responsible for documenting that the proper tests are performed by the installers and that any transgressions or needed repairs are reported to the owner.)*
6. Energy modeling
7. Mechanical or electrical system drawings or design work. The commissioning authority does not design systems or directly make changes to the engineer's drawings.

### 3. Fee Proposal

Commissioning services will be completed on a fixed-price basis. All necessary mileage, shipping, copies, and supplies are included. Normal sets of drawings and specifications are to be provided to KEMA on request without charge.

Construction is assumed to be completed in September 2012. Significant delays in the completion of the project may also require fee adjustments.

<u>Scope</u>	<u>Fee</u>
Building Commissioning.....	\$15,730

Invoices will be issued as costs are incurred and in accordance with Cx progress. The following payment schedule will apply.

Project Phase	Cx Fee
Design Phase	\$4,004
Construction/Warranty Phase	\$11,726
Total	\$15,730



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/23/2011

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	CHARTER INSURANCE AND CONSULTING, INC. P O BOX 421159 ATLANTA, GA 30342 404-256-7900 404-256-9257 FAX	CONTACT NAME:	Watson Barker	
		PHONE (A/C, No, Ext):	404-256-7900	FAX (A/C, No): 404-256-9257
		E-MAIL ADDRESS:	wbarker@charterenergy.com	
INSURED	KEMA USA, INC. ONE BURLINGTON BUSINESS CENTER 67 SOUTH BEDFORD STREET SUITE 201 EAST BURLINGTON, MA 01803	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Hartford Insurance Group	(A+)
		INSURER B:	National Union Fire Ins (Chartis)	19445 (A)
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES      CERTIFICATE NUMBER: 472700      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

ISRT	TYPE OF INSURANCE	ADDL SUBR INSR YR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		20 UUN ND9695	10/31/2010	10/31/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" 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		20 UUN ND9695	10/31/2010	10/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BE 35053232	10/31/2010	10/31/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	20 WB GB7691	10/31/2010	10/31/2011	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
SEE ADDENDUM 1

CERTIFICATE HOLDER Oakland Unified School District Attn: Timothy E. White, Asst. Superintendent Dept. of Facilities Planning & MGMT 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

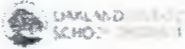
© 1988-2010 ACORD CORPORATION. All rights reserved.

Washington School Modernization

POLICY HOLDER, ITS REPRESENTATIVES, CONSULTANTS, TRUSTEES, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT FOR CLAIMS ARISING OUT OF WORK PERFORMED BY INSURED WHILE UNDER CONTRACT.

COVER OF SUBROGATION FOR WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE APPLIES AGAINST THE DISTRICT, AND ITS RESPECTIVE ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, TRUSTEES, AND VOLUNTEERS.

Contractor's Insurance is primary and non-contributing. Severability applies. Umbrella coverage is shown and is excess GL, AL and EL to wide required liability limits.



## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Washington Small School Conversion (Sankofa)	Site	Washington Elementary School
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	KEMA Services, Inc.	Agency's Contact	Erik Dyrr
OUSD Vendor ID #	V059366	Title	Commissioning Agent
Street Address	155 Grand Avenue, Suite 500	City	Oakland State CA Zip 94612
Telephone	510-891-0446	Policy Expires	10-31-2011
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 #	06012		

Term			
Date Work Will Begin	9-27-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$17,500.00
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.				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1619901881	6215	\$17,500.00
				\$

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head	Charles Love	Phone	510-535-7081	Fax 510-879-3673
	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	8-25-11	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	8-29-11	
	Assistant Superintendent, Facilities Planning and Management				
3.	President, Board of Education				
	Signature		Date Approved		
4.	Signature				
	Signature		Date Approved		



## AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Washington Elementary School Modernization	Site	161
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	DNV KEMA Services, Inc.	Agency's Contact	Robert Crane
OUSD Vendor ID #	V059366	Title	Project Manager
Street Address	155 Grand Avenue	City	Oakland State CA Zip 94612
Telephone	510-891-0446	Policy Expires	6-1-2015
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 #	06012		

Term			
Date Work Will Begin	9-27-11	Date Work Will End By (not more than 5 years from start date)	12-31-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$32,535.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$10,850.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	1619003882	6215	\$10,850.00

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	10/7/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	10/8/14	
	Deputy Chief, Facilities Planning and Management			
3.	Signature	Date Approved	10/7/14	
	Chief Operations Officer			
4.	Signature	Date Approved	10/9/14	
	President, Board of Education			
5.	Signature	Date Approved		