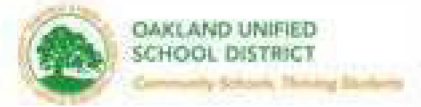


Board Office Use: Legislative File Info.	
File ID Number	25-2696
Introduction Date	12-10-2025
Enactment Number	25-2115
Enactment Date	12/10/2025 CJH



Memo

To Board of Education
From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date December 10, 2025

Subject Amendment No. 1, General Services Agreement – CBRE Design Collective, Inc.–
McClymonds High School Modernization Project - Division of Facilities Planning and
Management

Action Requested Approval by the Board of Education of Amendment No. 1, General Services Agreement
by and between the **District** and **CBRE Design Collective, Inc., Palo Alto, CA**, for the
latter to provide an extension to the term of the Agreement from May 15, 2025 through
December 31, 2025 to December 31, 2027, (an additional 730 calendar days), for the
McClymonds High School Modernization Project. All other terms and conditions of the
Agreement remain in full force and effect.

Discussion This Amendment is for a seven hundred thirty (730) calendar days time extension.

LBP (Local Business
Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 1, General Services Agreement
by and between the District and CBRE Design Collective, Inc., Palo Alto, CA, for the
latter to provide an extension to the term of the Agreement from May 15, 2025 through
December 31, 2025 to December 31, 2027, (an additional 730 calendar days), for the
McClymonds High School Modernization Project. All other terms and conditions of the
Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Amendment No. 1 including Exhibits
- Routing Form
- File ID 25-0950



AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **CBRE Design Collective, Inc.** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **May 15, 2025** ("Agreement"), for the **McClymonds High School Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☒ The scope of work is unchanged. ☐ The scope of work has changed.
If scope of work changed: 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.
The CONTRACTOR shall provide the following amended services: This is for a time Extension Only. No change to scope of work. The extension is needed because work has not yet begun and current contract end date is approaching, thus, an extension is needed.

2. **Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If term is changed: The contract term is extended by a **seven hundred thirty (730)** days, and the amended expiration date is **December 31, 2027**.

3. **Compensation:** ☒ The contract price is unchanged. ☐ The contract price has changed.
If the compensation is changed: The not to exceed contract price is
☐ Increased by: _____
☐ Decreased by _____ dollars and no/100 (\$ _____).
Prior to this amendment, the not-to-exceed total contract price was _____),
and after this amendment, the not-to-exceed total contract price will be: _____).

4. **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)
			\$

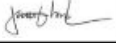
5. **No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

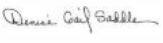
OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard, President,
Board of Education

12/11/2025

Date



Denise Gail Saddler, Ed., Interim Superintendent
and Interim Secretary, Board of Education

12/11/2025

Date

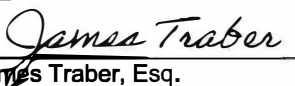


Preston Thomas, (Nov 17, 2025 11:38 PST)
Services Officer

11/17/2025

Date

Approval as to form:



James Traber, Esq.
Facilities Counsel

11/7/2025

Date

CONTRACTOR: CBRE Design Collective, Inc.



Contractor Signature

11/4/2025

Date

Richard Young, Managing Director

Print Name, Title

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: CBRE Design Collective, Inc.

1. Detailed Description of Services to be provided: This is for a time Extension Only. No change to scope of work. The extension is needed because work has not yet begun and current contract end date is approaching, thus, an extension is needed.

2. Specific Outcomes:

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

☐ 0 Ensure a high quality instructional core	☐ 0 Prepare students for success in college and careers
☐ 0 Develop social, emotional and physical health	☒ X Safe, healthy and supportive schools
☒ X Create equitable opportunities for learning	☒ x Accountable for quality
☐ 0 High quality and effective instruction	☐ 0 Full service community district

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	McClymonds High School Modernization Project	Site	303
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	CBRE Design Collective, Inc.	Agency's Contact	Richard Young		
OUSD Vendor ID #	009514	Title	Principal		
Street Address	400 Hamilton Ave., 4 th Floor	City	Palo Alto	State	CA
Telephone	510-638-8400	Policy Expires			
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No		
OUSD Project #	21110				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2027

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$0.00
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
9657/9856	Fund 21 Measure Y	210-9657-0-9856-8500-5825-303-9180-9906-9999-21110	5825	\$0.00

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.	Executive Director of Facilities				
	Signature <i>Sete Nadel-Hayes</i>	Date Approved			
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	11/7/2025		
3.	Chief Systems & Services Officer				
	Signature <i>Preston Thomas</i>	Date Approved	11/17/2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

File ID 25-0950

Board Office Use: Legislative File Info.	
File ID Number	25-0950
Introduction Date	05-14-2025
Enactment Number	25-0720
Enactment Date	5/14/2025 CJH



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director of Facilities

Board Meeting Date May 14, 2025

Subject General Services Agreement – CBRE Design Collective, Inc.– McClymonds High School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the District and **CBRE Design Collective, Inc.**, Palo Alto, California, for the latter to provide commissioning agent services through planning, construction, implementation, and hand-off phases, as well as 10-month operations and maintenance review for the **McClymonds High School Modernization Project**, in the not to exceed amount of **\$116,992.00**, which includes a not-to-exceed amount for Additional Services of **\$10,636.00**, with the work scheduled to commence on May 15 10, 2025, and expected to last until December 31, 2025.

Discussion Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq).

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of General Services Agreement by and between the District and CBRE Design Collective, Inc., Palo Alto, California, for the latter to provide commissioning agent services through planning, construction, implementation, and hand-off phases, as well as 10-month operations and maintenance review for the McClymonds High School Modernization Project, in the not to exceed amount of \$116,992.00, which includes a not-to-exceed amount for Additional Services of \$10,636.00, with the work scheduled to commence on May 15 10, 2025, and expected to last until December 31, 2025.

Fiscal Impact Fund 21-Building – Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-0950

Department: Facilities Planning and Management

Vendor Name: CBRE Design Collective, Inc.

Project No.: 21110

Project Name: McClymonds High School Modernization Project

Contract Term: Intended Start: May 15, 2025

Intended End: December 31, 2025

Total Cost Over Contract Term: \$116,992.00

Approved by: Preston Thomas

Is the Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

Consultant was selected through an RFP/Q Process.

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

Consultant will provide commissioning agent services through planning, construction, implementation, and hand-off phases, as well as 10 -month operations and maintenance review for the McClymonds High School Modernization Project.

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq).

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **May 15, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **CBRE Design Collective, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): **Commissioning Agent Services for the McClymonds High School Modernization project** (“Project”), as further described in *Exhibit A* to this Agreement. Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by the District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **CBRE Design Collective, Inc.** consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately

upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **One Hundred Sixteen Thousand Nine Hundred Ninety-Two Dollars (\$116,992.00)**, which consists of a not-to-exceed amount of **One Hundred Six Thousand Three Hundred Fifty-Six Dollars (\$106,356.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Ten Thousand Six Hundred Thirty-Six Dollars (\$10,636.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing,

District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice

and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☒ Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. ☐ The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. Confidential Information. All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.
24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.
27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.
28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services

contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.

Address for District Notices:	Address for Contractor Notices:
Oakland Unified School District 955 High Street Oakland, CA 94601 Attn: Preston Thomas	CBRE Design Collective, Inc. 400 Hamilton Avenue Palo Alto, CA 94301 Attn: Richard Young

Oakland Unified School District



Jennifer Brouhard, President,
Board of Education

5/15/2025

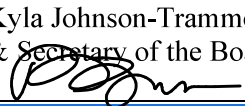
Date



Kyla Johnson-Trammell, Superintendent
& Secretary of the Board of Education

5/15/2025

Date



Preston Thomas, Chief Systems & Services
Officer

04/16/2025

Date

CBRE Design Collective, Inc.



April 9, 2025

Signature _____ Date

Richard Young Managing Director

Print Name, Title

Digitally signed by Young,
Richard @ Portland
DN: CN="Young, Richard
@ Portland"
Reason: I am approving this
document
Date: 2025.04.09
14:53:10-07'00'

Approved as to form:



James Traber, Esq.
Counsel, OUSD

04/14/2025

Date

EXHIBIT A

Scope of Services

December 23, 2024

CBRE Design Collective, Inc.
Commissioning Services

Oakland Unified School District
Department of Facilities Planning and Management
ATTN: Juanita Hunter
juanita.hunter@ousd.org

400 Hamilton Avenue, 4th Floor
Palo Alto, CA 94301
www.cbre.com

Re: Commissioning Agent Services for McClymonds High School Modernization Project # 21110

Dear Members of the Selection Committee:

CBRE Design Collective is pleased to submit our proposal to provide commissioning services to Oakland Unified School District (OUSD) for McClymonds High School Modernization Project. Our proposed local team has a long and successful track record of providing comprehensive commissioning services to many California K-12 and higher education clients. Delivering a broad range of construction projects including new construction, additions, HVAC & MEP infrastructure upgrades, building automated controls upgrades, tenant improvement, as well as retro-commissioning and re-commissioning services for school and district facilities buildings.

For several reasons, CBRE provides the following distinct advantages:

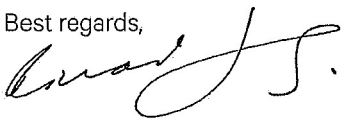
- Our California commissioning team is immediately available to serve as Independent Commissioning Authority for your project and they present a solid understanding of the scope of services.
- CBRE has **successfully provided commissioning services for over 200+ K-12 projects** in the western states since 2000, including 12 years in California. We're proud to have provided repeat commissioning services to various education clients in California, including public and private institutions like: **San Rafael City Schools, West Contra Costa Unified School District, Peralta Community College District, Foothill DeAnza Community College District, San José-Evergreen Community College District, Los Rios Community College, Ventura Community College, Riverside Community College, Victor Valley Community College, University of Southern California, North Orange County Community College District, Santa Monica-Malibu Unified School District, Sierra Sands Unified School District, Peralta Community College District, University of California, San Bernardino City Unified School District and Long Beach Unified School District.** We have also worked with federal, municipal, and state agencies, as well as private sector clients like Intel, Google, and Northrop Grumman.
- We are a long-standing **BCA Certified Commissioning Firm providing qualified, experienced and ANAB/ISO/IEC 17024:2012 Certified Commissioning staff.**
- **We routinely work with building commissioning, Office of Public School Construction, CHPS, CalGreen, Title 24, USGBC LEED and CA Division of the State Architect** sustainability requirements, which will assist you in achieving your rigorous sustainability goals.
- **We understand the detailed process and challenges of K-12 projects**, including their unique construction requirements and local environmental and regulatory demands. Our expertise ensures a safe, healthy learning environment for students and staff. We also recognize the critical importance of meeting project deadlines to ensure a successful start to the new school year.
- We possess strong communication skills, which enable us to collaborate effectively with team members and **present solutions to school district project managers, executives, and stakeholders.** Our demonstrated ability to quickly adapt and meet aggressive schedule deadlines, along with our flexibility and available resources, allows us to adjust swiftly to changes throughout a project. We bring creativity and innovation, offering proven experience in **delivering the best total cost value to school districts at competitive market rates.** Our approach emphasizes hard work, fun, and supporting collaborative teams to deliver projects that meet all of the owner's requirements.
- CBRE West Region Commissioning Group is headquartered in Oregon: 1300 SW Fifth Avenue, Suite 3500, Portland, OR 97201, telephone 503.221.1900 and fax 503.221.4873. CBRE Design Collective, Inc. Federal Tax I.D. is 884234054 and is also legally permitted to do business in California registered with California Department of Industrial Relations (DIR Registration# PW-LR-1001062795) and licensed in the State to perform Architecture and Engineering Services. CBRE currently operates 12 offices in California.

Richard Young received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. Richard Young has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, CBRE has no objections to the use of the Agreement.

CBRE Design Collective, Inc. certifies that no official or employee of District, nor any business entity in which an official of District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to District.

We look forward to working with your team on this opportunity that is so ideally suited to the capability and experience of our firm and team members. Please contact me if you have any questions by phone at 407.473.3721 or by e-mail at Richard.Young3@cbre.com.

Best regards,



Richard Young, CCP, LEED AP (authorized to submit the Response on behalf of the Firm)
Managing Director
CBRE Design Collective, Inc.

We acknowledge receipt
of Addendum's 1, 2 and 3.

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2.2–Firm Information

2.3.1 Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted. Describe staffing capacity and resources to perform the scope of work.

CBRE Design Collective, Inc., formerly Heery International, Inc., is a Georgia corporation acquired by CBRE Group in 2018. Specializing in providing commissioning, program management, engineering, energy consulting, interior design, and relocation management services in the U.S. **since 1952**. We are a Certified Commissioning Firm (CCF) ratified by the Building Commissioning Certification Board (BCCB). CBRE team currently includes **32+ Certified Commissioning professionals** specializing in mechanical, electrical, controls, and building envelopes to ensure operational success in buildings. Our dedicated commissioning team is further supported by CBRE's Buildings and Systems Group, offering expertise from **140+ Design Professionals including Architects and Professional Engineers covering every engineering discipline**.

Senior officials of CBRE Design Collective include:

- **Robert E. Sulentic**, *Group President and Chief Executive Officer*
- **Michael Rometo**, *Vice President*
- **Richard Young**, *Managing Director*
- **Emma Giamartino**, *Chief Financial Officer*
- **Croft Young**, *Chief Investment Officer*
- **Vikram Kohli**, *Chief Operating Officer*
- **Alison Caplan**, *Chief Administrative Officer*
- **Chad Doellinger**, *General Counsel*
- **Lindsey S. Caplan**, *Chief Accounting Officer*
- **Maria Minetti**, *Senior Vice President & Chief Tax & Treasury Officer*
- **Marie Ly**, *Vice President, Associate General Counsel & Assistant Secretary*

With over 114 years in business, founded in San Francisco in 1906, our parent firm CBRE, Inc., has the deepest platform and broadest geographic reach in the industry, with **115,000 employees** working in more than **500 offices across 100+ countries**. CBRE Design Collective has a network of **17 offices nationwide** and has been providing Building Commissioning services since 1999, serving as an Independent Commissioning Authority for **over 2,400+ projects across all sectors of the construction industry**.

Areas of Expertise

Building Commissioning

Recognized as a leader in the building commissioning industry CBRE's commissioning services group was established in 1999 (as Heery International). Since then, **our proven commissioning processes have been successfully implemented on more than 2,400 projects** on various scales across all sectors of the construction industry. These processes satisfy commissioning requirements and guidelines as defined by ASHRAE Guideline 0-2019, ASHRAE/IES Standard 202, Building Commissioning Association Essential Attributes, and the Building Energy Efficiency Standards & Commissioning requirements defined by CA Title 24, DSA and CHPS. The proposed CBRE team has demonstrated, through participation serving as CxA for many K-12 projects our **experience with Office of Public School Construction ("OPSC")**, the **International Building Code, Title 24 of the California Code of Regulations**, and the **Division of the State Architect ("DSA")**. We have proven and extensive experience in the construction of public school facilities, serving as a public school district representative, working with architects, contractors and other school facility related consultants, to establish, implement and document project scope within budgets.

Commissioning Overview

CBRE is a full-service professional services firm specializing in commissioning services, program management, project management, construction management, FF&E planning and logistics to public clients nationally. We are comprised of industry-leading experts in K-12, higher education, justice, sports, aviation, and government facilities. The firm's unique culture is integrated into each project and reflects a passion for the built environment and staying true to the client's vision.

Commissioning Services Provided

- New construction, renovations, additions
- Tenant improvements
- Infrastructure upgrades
- Existing facilities, retro, + re-commissioning
- Monitoring-based Cx
- Analytics + Auto Fault Detection
- LEED Fundamental + LEED Enhanced
- Connected commissioning
- Building monitoring, analytics, automated fault detection
- MEP building condition assessments
- MEP design peer/constructibility reviews

Systems Commissioned

- HVAC and plumbing
- Controls, automation, energy management
- Electrical, emergency power
- Lighting and daylight controls
- Technology and communications
- Security, CCTV, access control
- Renewable energy, sustainability
- Monitoring, metering
- Fire protection, fire life safety
- Building envelope/enclosure
- Specialty systems

Commitment to Project Schedule:

The proposed team is committed and available to perform the required services throughout the duration of the project. Should the project require additional resources, CBRE can supplement our proposed core team with the skills and knowledge of our other 10 West Region commissioning agents and additional CBRE Buildings & Systems team personnel, including licensed Professional Engineers covering all engineering disciplines.

2.2–Firm Information (Continued)

2.3.2 Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential delays.

Please see below for our typical commissioning (Cx) approach/procedures for assuring quality services. The items below are all the required deliverables typical of the requirements for the proposed Scope of Work. A detailed task by task workplan is provided.

1. **Review Owner's Project Requirements (OPR), Basis of Design (BOD) and Project Drawings** – Melissa and the team will collaborate with OUSD project team to clarify project intent and may conduct interviews. They can also assist in developing an Owner's Project Requirements (OPR) using existing templates that meet commissioning guidelines across various jurisdictions.

CBRE will collaborate with the project team to review project Basis of Design (BOD) documents, ensuring alignment with OUSD's design intent and operational sustainability goals. Our team will focus on maximizing building/system efficiencies beyond code minimums, leveraging in-house expertise to propose strategies for optimal project performance.

2. **Incorporate Cx Requirements into Project Documents** – The commissioning specifications will detail the commissioning process, outline Project Team Members' responsibilities, and specify deliverables and tasks related to the equipment in the Scope of Work. Melissa will conduct a gap analysis to ensure all commissioning deliverables are included. The specifications will also provide guidance on tracking and resolving commissioning issues and will reference additional requirements in the MEP sections.

Melissa will discuss any issues with the Cx SOW with OUSD and the project team before proceeding. CBRE will not perform any work outside the SOW without written authorization and approval from OUSD.

3. **Cx Design Reviews** – Our firm will conduct design reviews at specified stages to ensure compliance with OUSD's intent and design criteria, using project drawings and specifications. The team's extensive design and field experience will support this review process.

Our approach emphasizes a comprehensive review of systems to ensure they align with design specifications and are maintainable by personnel. Timely feedback during the design review is critical for informed decision-making by key stakeholders. This proactive communication and focus on improvement will enhance the project's overall success.

Since the projects are subject to Title 24 requirements, we will hold an initial design review kick-off meeting where the PTMs will discuss any potential design issues, and we will record this meeting per Title 24. In addition, we will fill out the Title 24-2019 CxR forms and submit them to the EORs for review and comment.

4. **Project Meetings** – Our team will conduct Cx meetings at key milestones or to address issues, and participate in OAC meetings with OUSD as needed. The primary goal for OAC meetings is to gather information for critical project decisions, while the secondary goal is to discuss Cx SOW-related issues and maintain effective communication for project success.

Melissa and Team will coordinate with the project team to identify key personnel for Cx meetings, which may be conducted via phone or video conferencing, adhering to established communication protocols for consistency. Melissa will also organize a Commissioning Kick-off meeting for stakeholders to discuss roles, responsibilities, and the commissioning process, aimed at ensuring a smooth transition to functional testing.

5. **Tracking the Project's Commissioning Activities** – We will organize, lead, and coordinate the commissioning process using our proven commissioning processes that satisfy requirements and guidelines defined by ASHRAE Guideline 0-2019, ASHRAE/IES Standard 202, Building Commissioning Association Essential Attributes, and the Building Energy Efficiency Standards & Commissioning requirements defined by CA Title 24, DSA and CHPS.

6. **Develop & Implement Cx Plan** – The commissioning plan outlines roles and responsibilities, establishes communication protocols, and serves as a basis for the Cx SOW. It will be regularly updated and distributed for team feedback.

7. **Review Contractor Submittals** – Our team will review equipment submittals by requesting a submittal log, identifying key items, and ensuring compliance with OPR, BOD, project specs, and contracts. Discrepancies will be documented and shared with relevant parties for transparency. An initial review and back-check will resolve issues while accounting for RFIs and Change Orders impacting the SOW.

NOTE: CBRE has no authority to approve/reject any change orders, submittals and / or RFIs. We will only provide comments when items do not adhere to approved project documentation. Approval / Rejection is the responsibility of the EOR and not the Cx Agent.

8. **Identify System Integration Deficiencies** – The team will review the controls system submittals for integration deficiencies, recommend solutions, and promptly inform the project team of any critical issues affecting building functionality to facilitate timely decision-making. Close coordination and communication with OUSD will be essential for this process.

2.2—Firm Information (Continued)

Quality Management System

Serving as the Independent Commissioning Authority (CxA), CBRE reports directly to the Owner's Project Manager, leading and managing the commissioning process to ensure the OUSD project(s) meet Owner's Project Requirements. Acting as an advocate for OUSD staff, we collaborate with the design team, CM/GC, contractors, and vendors, integrating with the delivery team while holding them accountable, with a strong focus on functional testing of building systems.

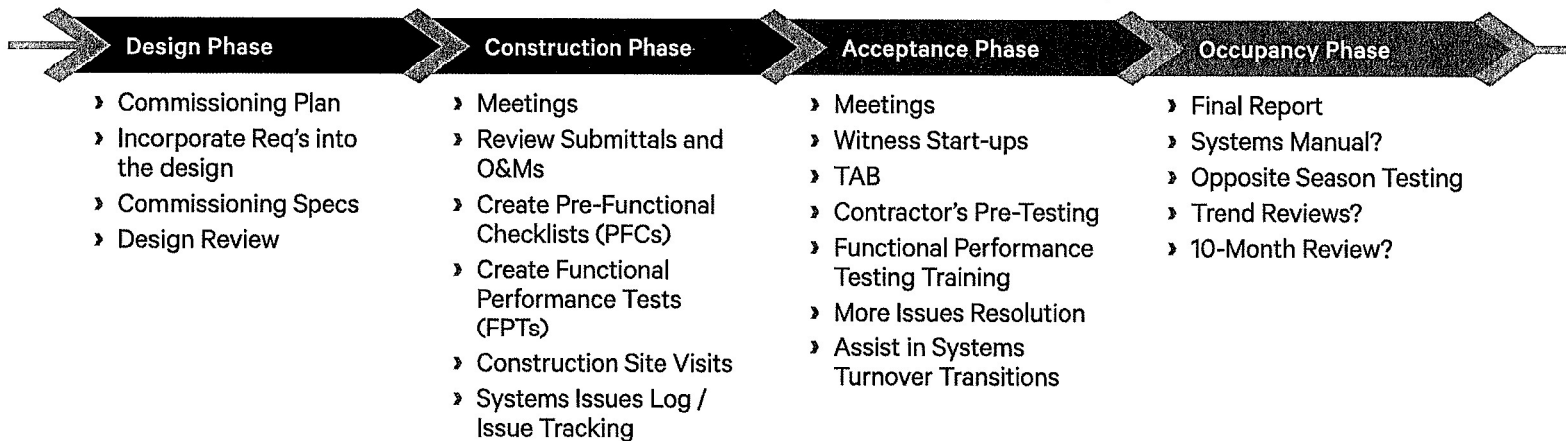
We ensure compliance with contract documents, assist in planning and completing testing and acceptance, resolve issues proactively, and validate that facilities staff receive effective training for system operation and maintenance. CBRE's proven commissioning processes—employed on over 2,400 projects, including CM/GC deliveries—align with ASHRAE Guideline 0-2019, ASHRAE/IES Standard 202, CA Title 24, DSA, CHPS, and industry standards. As a Certified Commissioning Firm (CCF), with team members accredited as Certified Commissioning Professionals (CCP) by ANAB/ISO/IEC 17024:2012, CBRE meets OUSD requirements to lead and manage the commissioning process.

Level of Management

We propose a thorough level of management to proactively drive process while delivering a rigorous commissioning program with detailed documentation. Our responsibilities as your CxA, and those of other project team members, will be clearly defined in our commissioning plan document. We will own and deliver our tasks while collaborating with and supporting the contractors in a teaming relationship. We will be accountable for our deliverables and our leadership while holding the contractors accountable for proper installation, start up of equipment, and satisfactory performance of the building systems. All our deliverable documentation will be peer reviewed prior to issue to the team implementing our rigorous in house QA/QC procedures.

We propose **Melissa Mason, QCxP, LEED AP, as Project Manager/Lead Commissioning Agent** to serve as **point of contact** for the project teams. Melissa will manage our proposed team and will coordinate all commissioning processes with your project delivery teams. She will be primarily supported by Commissioning Agents **Wendell Ewing, Senior CxA, PE / Sam Stewart, CCP and H. Clay Minter, CxA**. This team is extremely qualified and has thorough knowledge of the Division of the State Architect (DSA) the California Department of Education (CDE), Collaborative for High Performance Schools (CHPS) protocols and T24 energy code requirements for public school buildings in California. Providing **Executive Oversight, Richard Young, CCP, LEED AP**, will administer our agreements with OUSD, he will be responsible for QA/QC by performing peer review of all CBRE commissioning deliverables, and he is ultimately responsible for the services we provide.

As required, Melissa will engage engineering **support from our California Engineering team**, specifically **Kevin Sotto, Electrical PE, and Kirk Stinebaugh, Mechanical PE**, who serve as our Engineering team discipline managers.



Project Reporting Process

As independent CxA, we report directly to the Owner's Representative throughout all project phases, acting as an advocate for OUSD. We initiate the project reporting process with a Commissioning Kickoff meeting shortly after our appointment and the development of the initial commissioning plan. This meeting clarifies roles, discusses the commissioning process, and defines communication protocols, with Melissa serving as the single point of contact for CBRE. All stakeholders are encouraged to attend. Agreed-upon formal reporting processes and deliverables—such as design reviews, meeting minutes, field reports, and documentation of pre-functional checklists, equipment startup, and performance tests—will be documented in the commissioning plan. The final commissioning report will compile all commissioning documentation as a project record.

Identification and Mitigation Plan of Major Constraints and Risks (Risk Management Plan)

Claim/dispute avoidance and risk mitigation starts with delivering solid and complete construction documents. The best way to mitigate risk is to produce well articulated, complete and coordinated construction documents. Engaging the CM/GC early in the design process adds benefit from their considerable experience. We work with the architect and engineers through each phase of design to verify that the documents are coordinated, do not present scope gaps and deliver solutions that are effective and maintainable. We utilize our deep experience having serviced over 2,400 projects through Constructibility Reviews, we allow for time to do the back check of the documents at each phase of design to confirm approved review comments have been incorporated into the plans and specifications. We will develop a commissioning that clearly outlines all activities associated with the project commissioning processes identifying responsibilities of each project participant.

2.2—Firm Information (Continued)

9. **Develop Pre-Functional Check-lists** – Pre-Functional Check-lists (PFCs) will be used during early construction phases to ensure proper equipment installation and storage. Our team will create check-lists for contractors, conduct regular site visits for verification, and monitor for any equipment damage. This process helps confirm that systems are ready for startup and functional testing, while also safeguarding against warranty issues due to contractor negligence.
10. **Equipment Startups** – Our firm will coordinate with contractors, review the construction schedule, and request unexecuted startup forms before on-site activities. Melissa and the team will then witness the startup to ensure compliance with project guidelines.
11. **Site Visits** – We will conduct on-site visits to identify installed systems, track component installations, identify deficiencies, and witness equipment startups. Melissa will coordinate with the Project Team to schedule startup times. Additionally, we will ensure that all necessary access, safety, and security training required by OUSD and the project team is completed before visits to ensure compliance with safety procedures.
12. **Develop Functional Acceptance Test(s)** – CBRE will create test procedures aligned with the OPR and project documentation, then distribute drafts for review by OUSD and the project team. Finalized documents will be issued prior to testing.
13. **Verify System Test Execution** – A meeting will be held to determine the testing schedule and coordinate with sub-contractors. Melissa will contact OUSD facilities staff to ensure they are prepared, allowing time for training and questions about the equipment systems.

Our team will test the equipment as per the SOW, verifying sequence implementations and setup. After field testing, we review operational trends according to the project's protocols, coordinating with the controls contractor to ensure adequate trend data capture.

14. **Maintain Issues Log** – The Commissioning Issues Log will be created and maintained throughout the project, distributed to the project team and OUSD representatives. It will track issues or discrepancies against approved contract documentation, enabling transparency and collaboration on critical issues that affect project success.

To ensure prompt resolution of field issues, we will notify the construction team before leaving the job site. This proactive approach aims to minimize project impacts and delays. Additionally, a log will be maintained to track each issue individually, including comments and responses from all responsible team members, aiding facilities personnel in understanding how issues were resolved.

15. **Final Commissioning Report** – The Final Commissioning Report will include the OPR, BOD, Executive Summary, Cx Plan, Start-up Reports, Construction Check-lists, Functional Acceptance Tests, Design & Submittal Review, and Issues Log. Additional documents and findings will be shared with OUSD during the project by Melissa's team, along with site reports detailing on-site activities and construction overviews.
16. **Operation & Maintenance (O&M) Manuals** – CBRE prefers to review documents at the end of the submittal process to ensure timely feedback while team members are still engaged. This early review helps verify equipment warranty periods and ensures compliance with project guidelines, addressing potential issues before they arise.
17. **Systems Manual** – We will include the system manual requirements within Part 3 of our commissioning specification that will be distributed to the project team. Coordinating with OUSD and the project team early on will facilitate the timely gathering and review of necessary documentation. Ensuring that the facilities staff can effectively use the systems manual during post-occupancy operations is crucial. Additionally, confirming that equipment warranties align with project guidelines is important.
18. **Training Requirements** – The team plans to use relevant training sections from the project specifications, considering the unique training needs of each equipment/system. These references will be included in Part 3 of the commissioning specification and shared with the project team. They will review training materials from sub-consultants to ensure compliance with OUSD's standards, confirm that training requirements are met, and ensure that training agendas and materials align with project specifications.
19. **Verify Seasonal Testing** – Melissa will coordinate with the project team to ensure all resources are in place for seasonal testing, aligned with the timing of functional performance testing.
20. **10-Month Post Occupancy Review** – The Cx SOW includes a 10-month post-occupancy review, involving meetings with facility staff, interviews with occupants, and assessments of building comfort and system operations. The goal is to ensure the building systems continue to operate to satisfy design intent and project documents while identifying opportunities for operational improvements, leveraging our team's in-house resources to enhance efficiency.

Post occupancy we will perform detailed analysis of BAS system trend data to identify that energy performance requirements are being met in both heating and cooling seasons with a focus on identifying any issues to collaborate with the project team and OUSD facilities staff to implement resolution of identified issues.

2.2—Firm Information (Continued)

2.3.3 Identify K-12 projects performed by firm in the past three (3) years. Limit response to no more than the ten (10) most recent projects. Please include the following information for each project:

- 2.3.3.1 Name of project and district,
- 2.3.3.2 Scope of projects, description of services provided,
- 2.3.3.3 Contact person, email address and telephone number at district,
- 2.3.3.4 Firm person in charge of each project,
- 2.3.3.5 Construction dollar value of each project,

PROJECT DETAILS	SCOPE, DESCRIPTION OF SERVICES
Project Name: SRCS B&C Bond Measure District Client: San Rafael City Schools District Contact: Maria Denny AIA, Program Manager Address: 5310 Nova Albion Way, San Rafael, CA 94903 Phone: 510.342.2603 Email: maria@mdenneyaia.com Firm Person in Charge (CBRE CxA): Melissa Mason Contract Period: February 2024 - August 2025 Contract Value: \$120,914 (8 projects)	As Independent Commissioning Authority (CxA) CBRE delivers commissioning services for 8 construction projects for SRCS under Master Services Agreement associated with SRCS Bond Measures B and C. Commissioning program scope satisfies CHPS and Title 24 enhanced commissioning requirements. Current projects include: - Glenwood Elementary Campus: HVAC Replacement - Sun Valley Elementary Campus: HVAC Replacement - San Pedro Elementary Campus: HVAC Replacement - Glenwood Elementary: Classroom building, new construction - Sun Valley Elementary: Classroom building, new construction - Venetia Valley Elementary: Classroom building, new construction - Coleman Elementary: Classroom building, new construction - Davidson Middle School: Multi Purpose Building, new construction
Project Name: Hercules Middle & High School Science Classrooms District Client: West Contra Costa Unified School District District Contact: Luis Freese Assoc. Superintendent Address: 1400 Marina Way, South Richmond, CA 94804 Phone: 510.307.4545 Email: lfreese@wccusd.net Firm Person in Charge (CBRE CxA): Melissa Mason Contract Period: August 2024 - August 2025 Contract Value: \$1.53 Billion Bond Measure \$18,983	As independent CxA reporting to the District CBRE provide CHPS compliant commissioning services for new construction of a 14,410 square foot, single story wood framed classroom building. Four laboratory classrooms serve Middle School, and the other four serve High School. The contract price for construction is \$15,412,000.
Project Name: LBUSD IDIQ Measure K and E Bond Program District Client: Long Beach Unified School District District Contact: Brooke Clements, Project Manager Address: 2425 Webster Ave, Long Beach, CA 90810 Phone: 562.997.7550 Email: BClements@lbuschools.net Firm Person in Charge (CBRE CxA): Melissa Mason Contract Period: 2015 - Ongoing Contract Value: \$1.53 Billion Bond Measure \$1.147 Million Fee (24 projects)	Since 2015, CBRE's West Commissioning team has consistently delivered commissioning services to LBUSD for Measures K and E Bond Program projects, reporting directly to the district as the independent commissioning authority. Projects have ranged from construction of new schools, additions, modification and remodel of existing space, and upgrade of HVAC infrastructure systems and associated automated building controls and energy management systems. All projects included enhanced commissioning scope delivered to satisfy both Title 24 and the criteria for Collaborative for High Performance Schools (CHPS) program requirements. Systems commissioned include: building envelope, HVAC, plumbing, electrical, lighting controls, fire life safety, and security systems. Recent projects are delivered under the terms of an IDIQ Master Agreement originally awarded in 2020. A new MSA was awarded in November of 2023 retaining us as a qualified commissioning provider for a further 3 years. Projects commissioned under this ongoing program: Renaissance High School Jordan High School, Twain Elementary School, Kettering Elementary School, Rogers Middle School, Jefferson Middle School, Longfellow Elementary School, Bixby Elementary School, Fremont Elementary School, Keller Middle School Locker Room, Bryant Elementary School, Emerson Elementary School, Lakewood High School Gym, Gompers Elementary School, Birney Elementary School, Stanford Middle School HVAC, Roosevelt Elementary School, Poly High School, Washington Middle School, Millikan High School and Los Cerritos Elementary School projects, Long Beach Unified School District, Long Beach, CA

2.2–Firm Information (Continued)

Project Name: SMMUSD Exploration and Gym District Client: Santa Monica-Malibu Unified School District District Contact: John Oda, Senior Project Manager Address: 950 Main Avenue, Santa Monica, CA 90404 Phone: 310.647.7440 Email: joda@smmusd.org Firm Person in Charge (CBRE CxA): Melissa Mason Contract Period: July 2021 - August 2024 Contract Value: \$120 Million / \$127,348 Fee	Reporting directly to the SMMUSD Bond Manager, CBRE serves as Commissioning Authority leading the CBRE Commissioning team delivering comprehensive commissioning services for the \$120 million, 110,000 SF new construction project providing two new buildings. The four-story academic building delivers specialized classrooms, including multi-media studio, ceramics, 2-D art, and other specialized space. The Gym building is a four level building, including a main gym, auxiliary gym, dance, yoga fitness and PE studios, gym support facilities and administrative offices. Layouts are “open plan” allowing the buildings to be reconfigured over time to meet students future needs. Both buildings provide open air elements to maximize the use of outdoor space and take advantage of the year-round excellent climate. The Exploration Building provides an outdoor pottery studio, terrace, and rooftop classrooms. The Gold Gymnasium has outdoor spaces for fitness and yoga activities. Commissioning scope for the project includes delivering a commissioning program that satisfies DSA-approved project requirements, California Energy Code, California Code of Regulations, Title 24, Part 6, Section 120.8, and achieves EE3.0 Fundamental Building Systems and EE3.1 Enhanced Commissioning as applicable to achieve and document Collaborative for High Performance Schools (CHPS) commissioning credits. Systems included in the commissioning program include; Building Envelope, Lighting systems and daylight / lighting controls, on-site renewable solar electric, Mechanical Systems, HVAC, hot water systems, chilled water systems, central air systems, ventilation, domestic hot water systems, plumbing systems, energy management system, renewable energy heating systems, and associated central automated building controls systems.
Project Name: Samohi Discovery High School Bldg District Client: Santa Monica-Malibu Unified School District District Contact: Alan Braatvedt, Director of Projects Address: 950 Main Avenue, Santa Monica, CA 90404 Phone: 310.525.0684 Email: alan.b@smmusd.orgg Firm Person in Charge (CBRE CxA): Melissa Mason Completion Date: 2022 Contract Value: \$155 Million / \$162,105 Fee	CBRE provided commissioning services for the new 260,000 SF construction of The Santa Monica High School Discovery Building. The project is a new, four-story open building concept facility to provide classrooms, science labs, a library, administration, book storage and distribution, support facilities, a cafeteria, kitchen, and subterranean parking. The project also includes the construction of an Olympic size outdoor swimming pool and support areas such as a mechanical room, locker room and aquatic center offices. Enhanced Cx services were delivered satisfying CHPS and DSA requirements.

2.3–Litigation

2.3 Provide information on litigation arising from firm’s projects, if any, in the past five (5) years. State the issues in the litigation, the status of litigation, names of parties, and outc

As of December 2024, a judgment has never been rendered against CBRE Design Collective Inc. for negligence in the performance of professional services.

EXHIBIT B

Hourly Rates

2.4—Professional Fees

- 2.4.1 Include a line item for a 10% contingency to the proposed fee. The proposed fee together with the 10% contingency will be considered the not-to-exceed fee for the Project. The contingency will be to cover potential additional services and shall be subject to District approval. Breakdown of Fee Proposal shall be submitted as follows:
1. Proposed Fee
 2. Contingency of 10% of Proposed Fee
 3. Not-to-Exceed Fee (Proposed Fee plus Contingency)
- 2.4.2 Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Also note the time period that the fee schedule would apply and shall include the period covering the project duration.

CBRE		OUSD McClymonds High School Modernization Project #21110 Commissioning Agent Services						
Start Date: 2/13/2025		PROJECT DESCRIPTION	LABOR CATEGORY					TASK COST TOTALS
End Date: 8/31/2027			Project Director	Project Manager / LEAD CxA	Snr CxA	CxA Support	Project Coordinator	Labor + Expenses
Total GF: 168,115								
		RY	MM	WE	CM/SS	LW	COST	
A 3 Months		Planning Phase						
1	Document the current operating requirements including a review of the OPR and BOD. Prepare Review Report	1	4				\$1,069	
2	Perform an initial site walk-through with District Buildings and Grounds, and Facilities staff.		8				\$1,584	
3	Review Construction Documents and Specifications to ensure that commissioning requirements for Contractors and Subcontractors have been included		4	8	8	1	\$3,743	
4	Develop the Cx Plan for the GC which describes the commissioning process, roles and responsibilities, tentative schedules, sample forms, and project approach		2		4	1	\$1,135	
5	Assemble the Retro-Commissioning Team. Hold a Project Kick-off Meeting		4				\$792	
B 28 Months		CONSTRUCTION PHASE						
1	Confirm Commissioning Schedule Milestones Incorporation into master schedule and monitor regular GC updates	4	113	12	128	8	\$46,842	
2	Update construction phase commissioning plan with Contractors details and submit		2				\$396	
3	Review, comment on and monitor MEP Commissioned equipment submittals		6	4	24		\$5,748	
4	Undertake site visit inspections and issue SV reports (12 anticipated visits)		24		24		\$8,520	
5	Attend specific construction meetings, for Cx Coordination (8 anticipated remote meetings)		8				\$1,584	
6	Review and comment on Cx or MEP related RFI's & ASIs		4				\$792	
7	Review and comment on TAB and DDC test methods and procedures		2	4	4		\$1,816	
8	Finalize and submit pre-functional checklists (PFC)		1		16		\$2,710	
9	Finalize and submit draft functional acceptance test (FAT) procedures		4	4	16		\$4,096	
10	Validate Vendor equipment pre start up checks and report (6 anticipated visits)		6		24		\$4,956	
11	Collate system startup test results & reports, review for compliance				12		\$1,884	
12	Review & comment on contractors training plans validate O&M training				2		\$314	
13	Chair and document commissioning meetings (12 anticipated meetings)		24				\$4,752	
14	Maintain log of commissioning observation issues log and track AR resolutions		12		6		\$3,318	
15	Project Coordination & Management	4	18			8	\$5,560	
C 1 Months		Implementation PHASE						
1	Review and comment on PFC documentation, TAB reports, DDC pt by pt reports and initial controls logic program meets Seq of Ops	1	93	4	125	3	\$39,441	
2	Chair commissioning meetings & record		12				\$2,376	
1	Direct / Verify / witness Functional Testing Building A West		4		8		\$2,048	
4	Direct / Verify / witness Functional Testing Building A East		8		20		\$4,724	
5	Direct / Verify / witness Functional Testing Building B		16		16		\$5,680	
6	Direct / Verify / witness Functional Testing Building H		8		12		\$3,468	
7	Direct / Verify / witness Functional Testing Building C		8		8		\$2,840	
8	Direct / Verify / witness Functional Testing Building D		8		12		\$3,468	
9	Direct Validate Verify BAS Headend and graphics		4		8		\$2,048	
10	Maintain log of commissioning issues and resolutions		12		6		\$3,318	
11	Complete Cx data O&M review		1		8		\$1,454	
12	Verify O&M operator user training and documentation				3		\$471	
13	Perform DDC system Trend log analysis and report	1	6		12		\$3,349	
D 1 Months		Hand-Off Phase:						
1	Complete Final Commissioning Report (as a Deliverable)	1	13	0	26	3	\$7,266	
2	Compile a Systems Manual to include as-built sequence of operations, final drawings, schedules, and operating guidelines (as a Deliverable)	1	2		8	1	\$2,040	
3	Recommend Persistence Strategies and Develop Recommissioning Plan (as a Deliverable)		1		12	2	\$2,304	
4	Provide Staff Training		6				\$1,188	
5	Hold Close-out Meeting		2		2		\$710	
E 1 Months		10-month Operations and Maintenance Review:						
1	Review the operation of the building 10 months after Substantial Completion.	1	8	2	16	1	\$4,484	
2	Issue a Final Commissioning Report including a plan for resolving any outstanding commissioning related issues	1	2		4	1	\$1,412	
Grand Totals:		8	247	26	307	17	\$108,356	
Tot Hrs	Tot %	Total Commissioning Hours					Labor Fee = \$ 108,356	
605	93%						\$ 116,992	
Tot Mo	Hrs / Mo	Prepared By: RY					PROPOSED Cx CONTRACT VALUE Inc 10% Contingency	
33	18.33	Reviewed By: MM						
	10.6%	Approved By: RY						
Average hours per month		Full Time Equivalent, From Cx Start to Closeout						

2.4—Professional Fees (Continued)

Time expended delivering professional services in accordance with the requirements of the RFP will be billed monthly for services in the preceding period at the hourly rates tabled below.

POSITION	HOURLY RATE
Project Manager/Lead Commissioning Authority	\$198
Senior Cx Agent	\$198
Commissioning Agent	\$157
Project Coordinator	\$111
Project Director	\$277

Hourly rates assume completion of the work by end of August 2027.

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Managing Director ~~or~~ *[insert "owner" or officer title]* of CBRE Design Collective, Inc.
[insert name of business entity], have read the foregoing and agree that CBRE Design
Collective, Inc. *[insert name of business entity]* will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: April 9, 2025

Name: Richard Young

Signature: 

Title: Managing Director

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: CBRE Design Collective, Inc.
Date of Entity's Contract with District: May 15, 2025
Scope of Entity's Contract with District: Commissioning Agent Services for
the McClymonds High School
Modernization project

I, Richard Young ~~[insert name]~~, am the Managing Director ~~[insert "owner" or officer title]~~ for CBRE Design Collective ~~[insert name of business entity]~~ ("Entity"), which entered a contract on May 15, 2025, with the District for Commissioning Agent Services for the McClymonds High School Modernization project

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: April 9, 2025

Signature: 

Typed Name: Richard Young

Title: Managing Director

Entity: CBRE Design Collective, Inc.

Memorandum:

Date: Aug 7, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Waiver - Scope Specific - Commissioning Agent Services

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Referenced Scope: Commissioning Agent Services

An availability analysis has been conducted for NAICS Code: 541330 (**Commissioning Agent Services**) to determine the availability of certified firms to meet local business utilization on projects. After extensive outreach, while there were a number of identified firms capable of providing commissioning services, they vary in terms of the scope in which they specialize. Based on this information, and despite the number of available and eligible firms able to provide commissioning services, our determination finds that there are fewer than three firms eligible to perform the above listed services per scope. **Based on the current availability of small and local firms, it is our recommendation that the entire 50% LBU Requirement be waived for the above mentioned scope.**

Please note that updated analyses are done bi-annually as an ongoing assessment. A follow up assessment will be conducted in six months in order to ensure that the Local Business Policy is administered as intended by the Board of Education's policy.

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/04/2025

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

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

PRODUCER Aon Risk Services Northeast, Inc. Connecticut Office 800 Connecticut Ave Norwalk CT 06854 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		
INSURED CBRE Group, Inc. and Subsidiaries 2121 N. Pearl Street Suite 300 Dallas TX 75201 USA	INSURER A: Zurich American Ins Co	NAIC # 16535
	INSURER B: ACE Property & Casualty Insurance Co.	20699
	INSURER C: Navigators Insurance Co	42307
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570112010057 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:			GL0838419923	03/01/2025	03/01/2026	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 8384200 23	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			XEUG27952501010	03/01/2025	03/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
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 N	N/A	WC838419526 All Other states WC91473619 Wisconsin	03/01/2025	03/01/2026	☒ PER STATUTE ☐ 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CBRE Design Collective, Inc. is a subsidiary of CBRE Group, Inc. RE: McClymonds High School Modernization Project, 2607 Myrtle Street, Oakland, CA 94607, Project No. 21110. Oakland Unified School District is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Oakland Unified School District
Department of Facilities
Planning and Management
955 High Street
Oakland CA 94601 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast, Inc.

Holder Identifier :

570112010057

Certificate No :





DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	MLA at Maxwell Park Campus, New Classroom Building Modernization Project	Site	235
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	CBRE Design Collective, Inc.	Agency's Contact		Richard Young				
OUSD Vendor ID #	009514	Title		Principal				
Street Address	400 Hamilton Ave., 4 th Floor	City	Palo Alto		State	CA	Zip	94301
Telephone	510-638-8400	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☐ Yes ☒ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	21110							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12--31-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$116,992.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9657/9856	Building Fund 21 Measure Y	210-9657-0-9856-8500-5825-303-9180-9906-9999-21110	5825	\$116,992.00

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.	Executive Director of Facilities				
	Signature <i>Kathy Chatman</i>	Date Approved	04/14/2025		
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	April 14, 2025		
	Chief Systems & Services Officer				
3.	Signature <i>[Signature]</i>	Date Approved	04/16/2025		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				

5.	Signature	Date Approved	
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