

Board Office Use: Legislative File Info.	
File ID Number	18-1549
Introduction Date	6-27-2018
Enactment Number	18-1074
Enactment Date	6/27/18 os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** June 27, 2018

**Subject** Amendment No. 1, Independent Consultant Agreement for Commissioning Services -Guttman & Blaevoet Consulting Engineers - Foster Central Commissary Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, for an Independent Agreement for Commissioning Services between the District and Guttman & Blaevoet Consulting Engineers, San Francisco, CA, for the latter to provide additional commissioning for the entire Foster Site for all systems, electrical, mechanical and telecom, in conjunction with the Foster Central Commissary Project, extending Agreement term from May 13, 2015 through December 12, 2019 to December 12, 2020 for performance of services specified in the scope of work in an amount of \$47,840.00, increasing the previous contract amount form \$314,550.00 to \$362,390.00. All remaining portions of the agreement shall remain in full force and effect.  
\*Agreement approved May 13, 2015; File No. 15-0773; Enactment No. 15-0595

**Discussion** The end date of original contract needed to extend 12 months, due to additional commissioning services.

**LBP** (Local business participation percentage) 50.50%

**Recommendation** Approval by the Board of Education of Amendment No. 1, for an Independent Agreement for Commissioning Services between the District and Guttman & Blaevoet Consulting Engineers, San Francisco, CA, for the latter to provide additional commissioning for the entire Foster Site for all systems, electrical, mechanical and telecom, in conjunction with the Foster Central Commissary Project, extending Agreement term from May 13, 2015 through December 12, 2019 to December 12, 2020 for performance of services specified in the scope of work in an amount of \$47,840.00, increasing the previous contract amount form \$314,550.00 to \$362,390.00. All remaining portions of the agreement shall remain in full force and effect.  
\*Agreement approved May 13, 2015; File No. 15-0773; Enactment No. 15-0595

**Fiscal Impact** Fund 21, Measure B

**Attachments**

- Amendment No. 1, including scope of work
- Consultant Proposal



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities Planning and Management

**Vendor Name:** Guttman & Blaevot

**Project Name:** Foster The Center **Project No.:** 13133

**Contract Term:** Intended Start: 3/1/2015 Intended End: 1/31/2020

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$47,840.00

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they meet the requirements of the**

**Local Business Policy?**  Yes (No if Unchecked)

**How was this Vendor selected?**

Vendor was selected in Phase 1 of this project.

**Summarize the services this Vendor will be providing.**

Re- start of Commissioning for the entire project, for all the systems, electrical mechanical, telecom, etc. Task as outlined in this proposal includes additional hours, submittal review and Cx- plan update. See list of task below: details of items listed are included in the attached proposal.

1. Review of Design Docs. Re-familiarize. Restart cost.
2. Submittal reviews for equipment which had previously been submitted by old contractor.
3. Cx-plan update
4. Restart meetings (coordination scheduling, Cx kickoff)
5. Review inspection reports of underslab barriers in lieu of inspection
6. Functional test requirements- Coordinate and educate new subs on BECx
7. Attendance at weekly construction coordination- attendance to be coincided with site visits

**Was this contract competitively bid?**  Yes (No if Unchecked)

If No, please answer the following:

- 1) How did you determine the price is competitive?



2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**

**LBU EVALUATION FOR OUSD THE CENTER CENTRAL COMMISSARY**  
**RFQ NO. 13149**  
 June 2018



FIRM/TEAM	Firms	LBE/SLBE/SLRBE	LBP COMPLIANT Y/N	PROPOSED LBU PERCENTAGE	LBU Credit Based on Policy*	Preference Points	NOTES
<b>Guttman &amp; Blaevoet Consulting Engineers</b>			Y				
	H&M Mechanical Group	SLBE		25.1%	25.1%		
	EDesignC	LBE		25.2%	25.0%		
			<b>TOTAL</b>	<b>50.3%</b>	<b>50.1%</b>	<b>2pt</b>	

  
 APPROVAL- LBU Compliance Officer



## AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Guttman & Blaevoet Consulting Engineers. OUSD entered into an Agreement with CONTRACTOR for services on May 13, 2015, and the parties agree to amend that Agreement as follows:

<b>1. Services:</b>	The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide additional commissioning for the entire Foster Central Commissary for all systems, electrical, mechanical and telecom.</u>		
<b>2. Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<b>If term is changed:</b> The contract term is extended by an additional <u>12 months</u> , and the amended expiration date is <u>December 12, 2020</u> .		
<b>3. Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The contract price is		
<input checked="" type="checkbox"/> increase of <u>\$47,840.00</u> to the original contract amount		
<input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the contract total is <b>Three hundred sixty-two thousand, three hundred ninety NO/100 dollars (\$362,390.00).</b>		

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

**5. Amendment History:**

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Aimee Eng*  
\_\_\_\_\_  
Aimee Eng, President,  
Board of Education

6/28/18  
\_\_\_\_\_  
Date

*Kyla Johnson-Trammell*  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

6/28/18  
\_\_\_\_\_  
Date

**CONTRACTOR**

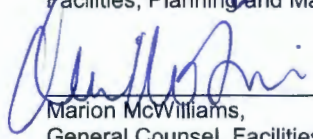
*Erik Dyrr*  
\_\_\_\_\_  
Contractor Signature

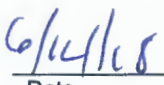
6/12/18  
\_\_\_\_\_  
Date

Erik Dyrr, Associate Principal  
\_\_\_\_\_  
Print Name, Title



  
\_\_\_\_\_  
Timothy White, Deputy Chief Date  
Facilities, Planning and Management

  
\_\_\_\_\_  
Marion McWilliams, Date  
General Counsel, Facilities, Planning and Management

  
\_\_\_\_\_  
Date

**EXHIBIT "A" Scope of Work**

**Contractor Name: Guttman & Blaevoet Consulting Engineers**

**Billing Rate: \$47,840.00**

1. Description of Services to be Provided

The scope of work to provide additional commissioning for the entire Foster Central Commissary for all systems, electrical, mechanical and telecom.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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

  
\_\_\_\_\_  
Tadashi Nakadegawa  
Director of Facilities Planning & Management

Elena Comrie  
Senior Program Manager, Cumming  
475 Sansome St., Suite 520,  
San Francisco, CA 94111

May 9, 2018

Subject: **OUSD Commissary Commissioning Re-Start Budget**

Elena,

The commissioning team of Guttman & Blaevoet, H&M Mechanical, EDesignC, and McClintock Facades is gearing up for the re-start of this important project. We look forward to working with your team. Below is our proposed budget for additional work beyond our original contract. This is a direct result of the shutdown and restart of the project and new team. As shown in the table below, to re-start the commissioning process we will incur re-work time during the introduction/kickoff and education meetings with the new team, working with Cumming to update the schedule with Cx activities, coordination, review of submittals for systems previously reviewed, re-familiarizing with the design documents, and additional meetings for the building envelope commissioning consultant.

Please review our proposed budget and call me if you have questions.

	Task	Envelope	Electrical	Mechanical	Controls; CxA	Total
1	Review of Design Docs. Re-familiarize. Restart cost.  <i>The project has been idle for over a year. It will take a few hours of each discipline to organize and review the drawings to be prepared to move forward. Additional PM hours are required to develop this Add Service and change subcontracts.</i>	\$2,800	\$1,200	\$1,200	\$2,400	\$7,600
2	Submittal reviews for equipment which had previously been submitted by old contractor.  <i>Submittals for some equipment was previously reviewed. With some new subcontractors, the same piece of equipment will have a new submittal. This is new, additional work for our team.</i>	\$4,600	\$5,700	\$2,200	\$960	\$13,460
3	Cx-plan update.  <i>The Cx Plan will need to be updated with new team information, procedures, and schedule.</i>				\$960	\$960
4	Restart meetings (2) (coordination+scheduling, Cx kickoff)	\$1,840	\$1,800	\$1,200	\$1,920	\$6,760



	Task	Envelope	Electrical	Mechanical	Controls; CxA	Total
5	Review inspection reports of underslab barriers in lieu of inspection.	\$2,860				\$2,860
6	Functional test requirements- Coordinate and educate new subs on BECx.  <i>From past experience there will be multiple additional phone conversations and emails needed in support of (IN ADDITION TO) the kickoff and scheduling MEETINGS following up on discussions, requirements, etc., on what is currently a 'new' coordination and documentation effort for most team members.</i>	\$4,700				\$4,700
7	Attendance at weekly construction coordination mtgs. (primarily virtually, 4 x 5mo x 2.5hrs)  <i>NOTE: change to original assumption of coordination mtg attendance to be coincident with site visits. This is time to coordinate BECx activities prior to scheduled site visits, ~2 ea. for 10-12 enclosure components needing BECx testing or install overview (can be in person when coincident with a site or testing visit.)</i>	\$11,500				\$11,500
	<b>Total</b>	\$28,300	\$8,700	\$4,600	\$6,240	\$47,840

Respectfully,

**GUTTMANN & BLAEVOET**

  
 Erik Dyr

Associate Principal, Building Performance Team

Elena Comrie  
Senior Program Manager, Cumming  
475 Sansome St., Suite 520,  
San Francisco, CA 94111

May 9, 2018

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	<b>Total</b>	\$28,300	\$8,700	\$4,600	\$6,240	\$47,840

Respectfully,

**GUTTMANN & BLAEVOET**



Erik Dyrff  
 Associate Principal, Building Performance Team





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2018

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

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

PRODUCER <b>KRAFT INSURANCE BROKERAGE</b> 2040 Shasta Street, Ste C Redding, CA 96001 License#: 0F42592	CONTACT NAME: <b>Seth Riddell</b>
	PHONE (A/C, No, Ext): <b>(530) 605-4780</b> FAX (A/C, No): <b>605-4782</b>
	E-MAIL ADDRESS: <b>seth@kraftib.com</b>
	INSURER(S) AFFORDING COVERAGE
INSURED  <b>Guttman &amp; Blaevoet</b> 2351 Powell Street San Francisco, CA 94133	INSURER A: <b>Travelers Property Casualty Company</b> NAIC# <b>36161</b>
	INSURER B: <b>Travelers Indemnity Company</b> <b>25658</b>
	INSURER C: <b>Continental Casualty Company</b> <b>20443</b>
	INSURER D: <b>Hartford Accident &amp; Indemnity Ins.</b> <b>22357</b>
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	680-2H183496-17-47	9/1/17	9/1/18	EACH OCCURRENCE \$ <b>2,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>2,000,000</b>
							GENERAL AGGREGATE \$ <b>4,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	Y	BA-5E529119-17	9/1/17	9/1/18	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-0F346611-17-47	9/1/17	9/1/18	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57WECGG9757	9/1/17	9/1/18	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	Professional Liability			AEH288360479	9/24/17	9/24/18	\$5,000,000 per claim \$5,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Oakland Unified School District, The State of California, and their agents, representatives, officers, employees and trustees are included as additional insureds for general & auto liability for the coverages afforded herein. Coverage is primary and non-contributory with waiver of subrogation.**

CERTIFICATE HOLDER <b>Oakland Unified School District</b> Division of Facilities, Planning & Mgmt 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

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

Contractor Information							
Contractor Name	Guttmann & Blaevoet	Agency's Contact	Erik Dyrr				
OUSD Vendor ID #	V062367	Title	Project Manager				
Street Address	2351 Powell Street	City	San Francisco	State	CA	Zip	94133
Telephone	415-655-4000	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13133						

Term			
Date Work Will Begin	5-13-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-12-2020

Compensation			
Total Contract Amount	\$314,550.00	Total Contract Not To Exceed	\$362,390.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 47,840.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9799	Fund 21, Measure B	1849901801	6215	\$47,840.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved		
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	6/14/18	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		





Board Office Use: Legislative File Info.	
File ID Number	15-0773
Introduction Date	5-13-2015
Enactment Number	150595
Enactment Date	5/13/15 02



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

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

**Board Meeting Date** May 13, 2015

**Subject** Independent Consultant Agreement for Commissioning Services - Guttman & Blaevoet Consulting Engineers - Foster Central Commissary Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Commissioning Services with Guttman & Blaevoet Consulting Engineers for Commissioning Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$314,550.00. The term of this Agreement shall commence on May 13, 2015 and shall conclude no later than December 12, 2019.

**Discussion** The scope of the project is to provide commissioning for the entire Foster Central Commissary project, for all the systems, electrical, mechanical and telecom.

**Background** The District has retained Guttman & Blaevoet Consulting Engineers to provide Commissioning service to test and verify that all systems as designed function properly.

**Local Business Participation Percentage** 50.50%

**Recommendation** Approval by the Board of Education of an Independent Consultant Agreement for Commissioning Services with Guttman & Blaevoet Consulting Engineers for Commissioning Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$314,550.00. The term of this Agreement shall commence on May 13, 2015 and shall conclude no later than December 12, 2019.

**Fiscal Impact** Measure J

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



OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
COMMISSIONING SERVICES

This Independent Consultant Agreement for Special Services ("Agreement") is made as of the 4th day of February in the year 2015, between the **Oakland Unified School District** ("District") and **Guttman & Blaevoet Consulting Engineers** ("Consultant") (referred to herein individually as a "Party" and collectively as the "Parties").

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

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

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

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

**The scope of the project is to provide Commissioning for the entire Foster Central Commissary project, for all the systems, electrical, mechanical and telecom.**

2. **Term.** Consultant shall commence providing services under this Agreement on **May 13, 2015**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **December 12, 2019**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on a lump sum basis, as applicable, and up to a **maximum amount not-to-exceed Three hundred fourteen thousand, five hundred fifty dollars (\$314,550.00)**. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.



5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of Zero (\$ 0.00). Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent Consultant. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. In the event the District modifies any documents created by the Consultant without prior authorization, the District indemnifies Consultant from any and all claims and liabilities related to those modifications. In the event that the District modifies any documents created by the Consultant without prior authorization, the District indemnifies Consultant from any and all claims and liabilities related to those modifications.
11. **Termination.**
  - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
  - 11.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is



acceptable so that the District can attempt to procure the Services from another source.

**11.3. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. material violation of this Agreement by the Consultant; or

11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within seven (7) calendar days after that notice the condition or violation ceases, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the seven (7) calendar days cease and terminate. In the event of such termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

**12. Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or caused by negligent performance of the Agreement for Design Commissioning Services. The District is not liable for actions of the Consultant and its employees or subcontractors which cause loss to Consultant.

### **13. Insurance.**

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

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

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to



secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

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

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

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

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

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

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

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

15. **Compliance with Laws.** Consultant shall observe and comply with all applicable rules and



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

16. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subConsultant(s).
20. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subConsultants, agents, and employees or agents of subConsultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent Consultants of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the



District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

**22. District's Evaluation of Consultant and Consultant's Employees and/or SubConsultants.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

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

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subConsultant(s).

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

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

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

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

**Oakland Unified School District**  
955 High Street  
Oakland, CA 94601  
**Attn: Tadashi Nakadegawa**  
Tel: 510-535-7038

**Consultant**  
2351 Powell Street  
San Francisco, CA 94133  
**Attn: Erik Dyrr**  
Tel: 415-655-4000

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

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

**28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire

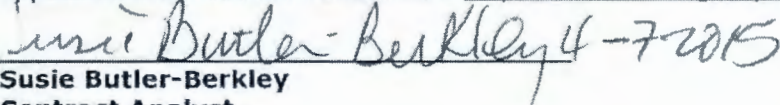


agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

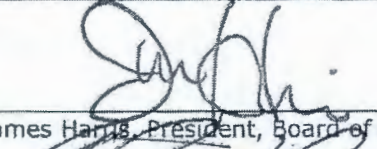
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

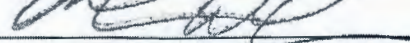
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation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

  
**Susie Butler-Berkley**  
**Contract Analyst**

ACCEPTED AND AGREED on the date indicated below:

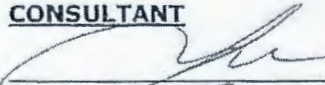
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
James Harris, President, Board of Education 5/14/15  
Date

  
\_\_\_\_\_  
Antwan Wilson, Superintendent & Secretary, Board of Education 5/14/15  
Date

  
\_\_\_\_\_  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 4/14/15 Date

**CONSULTANT**

  
\_\_\_\_\_  
By: MARGARITA GORDIKHOVSKIY 3/23/15  
Its: President Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel 3-14-15  
Date

File ID Number: 15-0773  
Introduction Date: 5/13/15  
Enactment Number: 15-0595  
Enactment Date: 5/13/15  
By: OD



**EXHIBIT A**  
**Scope of Services**

Consultant shall perform the following Services: (SEE ATTACHED)

i

**EXHIBIT A**  
**Scope of Services**

Contractor shall perform the following Services: (See Attached)

See attached Aon FPE Proposal 15-0140.



EXHIBIT A



**Oakland Unified School District  
Central Commissary Project at Foster ES Site**

**RFP No. 13149**

**Guttman & Blaevoet**

**Proposal for Commissioning Services**

**Master Submittal  
December 30, 2014**

 **Guttman &  
Blaevoet**  
CONSULTING ENGINEERS

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December 30, 2014

Tadashi Nakadegawa  
**Director, Department of Facilities Planning and Management**  
**Oakland Unified School District**  
955 High Street  
Oakland, CA 94604

Dear Mr. Nakadegawa,

Thank you for the opportunity to submit our proposal for Commissioning Services for the Oakland USD's Central Commissary Project at Foster ES Site. Our proposed team is a collaboration between **Guttman & Blaevoet**, **EDesignC**, **H&M Mechanical**, and **MCC Facades**, combining G&B's extensive experience commissioning MEP systems, EDesignC's refrigeration and electrical commissioning experience, H&M Mechanical's commissioning and design experience, and MCC Facades' experience commissioning landmark building envelopes.

We believe our commissioning team is extremely well-suited to support the OUSD Facilities team, with:

- Previous and current teaming experience on the Alameda County Juvenile Justice Center, Menlo School Athletic Facility, and the OUSD Net Zero Project.
- Demonstrated experience with successful LEED and CHPS Commissioning of food service and kitchen facilities.
- Experience working in close cooperation on complex facilities with multiple stakeholders.
- Excellent commissioning documentation that is technically rigorous as well as user-friendly.
- Locally based and readily accessible, with a long-term commitment to sustainable buildings.
- Experienced, dedicated commissioning professionals who will be committed for the duration of the project.

Our Commissioning Team brings decades of experience in commissioning, design, and troubleshooting building systems. We're experienced in watching for common installation, maintenance, and operational pitfalls. We work to "build bridges" between all members of the project team, which facilitates the quality of the process and the final building. We're passionate about energy conservation and making buildings work right, and we welcome the opportunity to contribute to the success of this project by optimizing energy and environmental performance while maximizing reliability and maintainability. Thank you for your consideration of our proposal, and I look forward to hearing from you.

Very truly yours,

**GUTTMANN & BLAEVOET**

A handwritten signature in black ink that reads 'Maia R. Speer'.

Maia Speer, P.E., LEED AP  
*Associate Principal*

**Oakland Unified School District**  
Department of Facilities  
Planning & Management

**Steve Guttman**  
**PE, BEAP, LEED AP**  
*Principal in Charge  
Commissioning  
Department*

**Michele Sagehorn**  
**CEM, LEED AP**  
*Commissioning Provider  
and Project Manager*

**Design/Construction  
Team**

**Maia Speer**  
**PE, LEED AP**  
*Commissioning  
Project  
Management,  
Design and  
Construction  
Phases*

**Bernard  
Keister**  
**PE**  
*Senior Controls  
Commissioning  
Provider*

**Christian  
Weber**  
**Ph.D.**  
*Senior Mechanical  
and Refrigeration  
Commissioning  
Provider*

**Bikash  
Vaidya**  
**PE**  
*Associate  
Mechanical  
Commissioning  
Provider*

**Rosanna  
Lerma**  
**PE, LEED AP**  
*Electrical Power,  
Life Safety, and  
Security  
Commissioning  
Provider*

**Maurya  
McClintock**  
**Assoc. AIA,  
LEED AP**  
*Envelope  
Commissioning  
Provider*



**COMMISSIONING TEAM ROLES AND RESPONSIBILITIES**

	Team Member Firms			
	Guttmann & Blaevoet	H&M Mechanical	EDesignC	MCC Facades
<b>Commissioning Team Members</b>	<b>Michele Sagehorn, Maia Speer, Bernard Keister</b>	<b>Bikash Vaidya</b>	<b>Christian Weber, Rosanna Lerma</b>	<b>Maurya McClintock</b>
<b>Commissioning Systems Responsibilities</b>	<p><b>Michele:</b> All systems; Cx Team and Project Management</p> <p><b>Maia:</b> Assist with all systems; Assist with Cx Team and Project Management</p> <p><b>Bernard:</b> M&amp;P/ Lighting Control Systems</p>	<p>Assist with commissioning of all M&amp;P/ Lighting and Control Systems</p>	<p><b>Christian:</b> Commercial Refrigeration</p> <p><b>Rosanna:</b> Electrical Power, UPS &amp; Life/Safety; Telecom, Security Low Voltage and Other Systems</p>	<b>Building Envelope</b>

**MICHELE SAGEHORN, CEM, LEED AP**  
**COMMISSIONING PROVIDER & PROJECT MANAGER, DESIGN AND CONSTRUCTION PHASES**

Michele is an experienced Commissioning Provider and Certified Energy Manager with a diverse background and experience with commissioning, retro-commissioning, measurement and verification services, community outreach, and life-cycle analysis. Her background includes over 15 years of problem solving and quality assurance experience, including Six Sigma Certification. She has provided and managed the commissioning process for several types of buildings, including commercial/office, higher-education, civic/public, laboratory, health care and residential projects. She has led the commissioning of two Net Zero Energy buildings and performed post- occupancy measurement and verification occupancy.

**EDUCATION** B.S., Aerospace Engineering, University of Michigan, Ann Arbor  
**REGISTRATION** Certified Energy Manager (CEM); LEED Accredited Professional

**PROJECT EXPERIENCE**



*Computational Research and Theory Facility*



*One 10<sup>th</sup> Street*



*UCSC Biomedical Sciences Facility*

- Computational Research and Theory Facility, University of California, Berkeley. Commissioning for 130,000sf supercomputer center.
- Market Square North, 1355 Market Street, San Francisco, California.
- Cupertino High School Student Union Building, Cupertino, California. CHPS and CalGreen Code Commissioning for new 2-story, 30,000sf building with kitchen, cafeteria, food court, and administrative, library and classrooms. **Designed for CHPS certification.**
- Berkeley High School Gym and Classroom Buildings, Berkeley, California. New, 39,000sf high school buildings with 2 new gymnasiums, 15 new classrooms, and supporting spaces. **Designed for CHPS certification.**
- One 10<sup>th</sup> Street, San Francisco, California. Major renovation of 316,600sf mixed-use and high-tech office building. Pursuing LEED Gold certification.
- San Jose City College, San Jose, California. Renovation of mechanical, electrical and plumbing systems for classrooms, library, and administration buildings. Working with extremely tight construction schedule.
- David and Lucile Packard Foundation, Los Altos California. Commissioning authority for new 2-story, 45,000sf office space. **LEED Platinum and Net Zero Energy and Carbon certified.**
- Caltech Linde Robinson Laboratory, Pasadena, California. Commissioning support for new 72,000sf laboratory. Key features include 50,000 gallon thermal storage tank, unique rainwater system, chilled beams, and radiant panels, and monitoring based commissioning. **LEED Platinum Certified.**
- Oakland Museum Renovation, Oakland, California. Renovation of 25,000sf museum. Key features include museum quality pressure and humidity controls, and AHU upgrades. **LEED Gold Certified.**
- Biomedical Sciences Facility, University of California, Santa Cruz. Fundamental commissioning for new 100,000sf facility including laboratory and office space. Key features include water-side economizer, chilled beams, night ACH setback. **LEED Gold Certified.** Includes monitoring based commissioning.

**AFFILIATIONS** U.S. Green Building Council; American Society of Heating, Refrigeration and Air Conditioning Engineers.



**MICHELE SAGEHORN, CEM, LEED AP**  
**COMMISSIONING PROVIDER & PROJECT MANAGER, DESIGN AND CONSTRUCTION PHASES**

**STEVEN GUTTMANN, PE, LEED AP, BEAP**

**PRINCIPAL IN CHARGE**

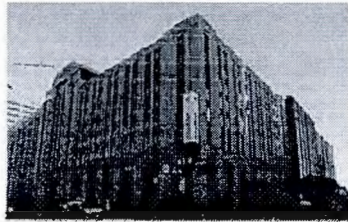
**COMMISSIONING DEPARTMENT**

As principal since 1989, Steve is responsible for the commissioning and design leadership for HVAC, plumbing and fire protection systems. He brings a strong commitment to sustainable design, energy conservation, and healthy building design. Steve has extensive experience in building commissioning management, control systems, energy management, and design and construction of complex projects including higher education facilities, libraries, hospitals and medical centers, laboratories, museums and aquariums. Steve has served on national committees that developed guidelines and best practices for sustainability in our nation's healthcare facilities. Steve also leads the GGHC Carbon/Energy Task Group as the Co-Chair. He has presented at numerous regional and national conferences on sustainable design in healthcare facilities, including Greenbuild and the American Society for Healthcare Engineering's annual conference.

**REGISTRATION** Mechanical Engineer: California, Florida, Ohio; LEED Accredited Professional; Building Energy Assessment Professional

**EDUCATION** B.S. with Honors, Mechanical Engineering; B.A. with Honors, Environmental Studies  
University of California, Santa Barbara, 1983

**PROJECT EXPERIENCE**



*Market Square North*



*California Pacific Medical Center  
Cathedral Hill Medical Office Building*



*Helen Diller Family Cancer Research Center*

- Market Square North, 1355 Market Street, San Francisco, California.
- California Pacific Medical Center Cathedral Hill Medical Office Building, San Francisco, California.
- Science Building, Mills College, Oakland, California. LEED Commissioning.
- Child Development Center, City College of San Francisco.
- Student Health Center, City College of San Francisco. LEED Commissioning for new, 22,000sf building.
- Wellness Center, City College of San Francisco. LEED Commissioning for new 150,000sf building.
- Biomedical Sciences Research Lab, University of California, Santa Cruz. LEED Commissioning.
- Helen Diller Family Cancer Research Center, University of California, San Francisco, Mission Bay Campus. Commissioning for \$120M, 162,000sf facility including research labs, offices, MRI room, and a vivarium.
- Graduate Student Commons, University of California, Santa Cruz.
- Sunnyvale Senior Center, Sunnyvale, California. Mechanical, electrical, and fire alarm design services for existing building. With CAW Architects.
- Marin General Hospital Cafeteria/Food Service, Greenbrae, California.
- The Pavilion, Jack London Square, Oakland, California.
- Oaks Club, Emeryville, California.
- Buca di Beppo Restaurant, San Francisco, California.
- Ivy Dining Facility, Modesto Memorial Hospital, Modesto, California.

**AFFILIATIONS** Chair, US Green Building Council (USGBC) LEED for Healthcare Core Committee; Steering Committee member, Green Guide for Health Care; Co-Chair, Carbon/Energy Task Group, Green Guide for Health Care; Member, US Green Building Council (USGBC) Northern California Chapter; Advisor, Berkeley's Best Builder Program, Berkeley Green Resource Center; Associate Member, American Society of Heating, Refrigerating & Air Conditioning Engineers.



**MAIA SPEER, PE, LEED AP**  
**ASSOCIATE PRINCIPAL**  
**COMMISSIONING PROJECT MANAGEMENT**

Maia has over 20 years of broad-based experience in building HVAC and systems engineering that includes design, specifications, construction administration, engineering technical reviews, energy efficiency design and audits, energy project management, field evaluations of central plants, HVAC systems, and building control systems, as well as 10 years as Commissioning Authority for educational, transit, healthcare, laboratory, commercial, correctional, hospitality, and mixed use facilities. She has managed multiple commissioning and retro-commissioning projects; developed and implemented commissioning plans and specifications for building mechanical, plumbing, fire/life safety, telecom, security and electrical systems; conducted hands-on functional testing; written technical reports; provided post-occupancy building operations reviews and existing building commissioning - all with the goal of verifying that building systems perform interactively according to the design intent and the owner's operational needs.

**REGISTRATION** Mechanical Engineer, Washington, California (pending); LEED Accredited Professional.

**EDUCATION** B.S., Mechanical Engineering, University of Washington

**PROJECT EXPERIENCE**



*PG&E 2270 Folsom Service Center*



*California Pacific Medical Center Cathedral Hill Medical Office Building*



*Market Square North*

- PG&E 2270 Folsom Service Center, San Francisco, California.
- California Pacific Medical Center Cathedral Hill Medical Office Building, San Francisco, California. LEED Fundamental and Enhanced Commissioning for a 9-story, 252,000sf medical office building.
- One 10<sup>th</sup> Street, San Francisco, California.
- Computational Research and Theory Facility, University of California, Berkeley. Commissioning for 130,000sf of high performance computer center housing supercomputers.
- Market Square North, 1355 Market Street, San Francisco, California.
- San Francisco Waldorf High School, San Francisco, California.
- Panera Bakery Café, Davis, California.
- Science & Student Life Center, Sacred Heart School, Atherton, California.
- Cade / PlumpJack Winery, St. Helena, California. LEED commissioning.
- Health & Wellness Center, City College of San Francisco, California. LEED commissioning for the 150,000sf building including classrooms, faculty offices, and fitness areas.
- Natural Sciences Building, Mills College, Oakland, California. Enhanced LEED commissioning for new 26,000sf facility including teaching and research labs. LEED Platinum Certified.
- Graduate School of Business, Mills College, Oakland, California. Enhanced LEED commissioning for new, two-story, 28,500sf building.
- David Brower Center, Berkeley, California. LEED Platinum commissioning of mechanical, electrical, plumbing, and controls systems. 45,000sf.
- Oakland Airport Terminal Expansion and Renovation. Commissioning for mechanical, electrical, lighting and controls systems. 225,000sf.

**LECTURES** "California Green Building Standards Code 2012: New Challenges and Opportunities" at the National Conference on Building Commissioning, May 2013; "California Green Building Standards Code 2012: Where are We Now?", California Women in Design + Construction, San Francisco, CA, October 2012.

**AFFILIATIONS** National Renewable Energy Laboratory's Job Taskforce Analysis Workshop for Commissioning / Retro-Commissioning, May 2011; American Society of Heating, Refrigeration & Air Conditioning Engineers; Building Commissioning Association; USGBC.

**MAIA SPEER, PE, LEED AP**  
**ASSOCIATE PRINCIPAL**  
**COMMISSIONING PROJECT MANAGEMENT**



**BERNARD KEISTER, PE**  
**SENIOR CONTROLS COMMISSIONING ENGINEER**

Bernard Keister brings over 18 years of experience in controls and building management systems. Having worked in the commercial construction industry and for a building automation system manufacturer for over a decade, Bernard is a task-oriented problem solver with strong intuitive and deductive skills. Solid field experience coupled with extensive knowledge in mechanical systems have equipped him with expertise in generating specifications for controls; including Direct Digital Controls (DDC), providing LEED compliant commissioning services, evaluating energy saving measures specifically utilizing control systems, developing Owner Project Requirements, as well as Customer Training.

**REGISTRATION** Mechanical Engineer, Ohio, California (pending)  
**EDUCATION** B.S., Mechanical Engineering, Cleveland State University, Ohio

**PROJECT EXPERIENCE**



*PG&E 2270 Folsom Service Center*



*Computational Research and Theory Facility*



*Market Square North*

- PG&E 2270 Folsom Service Center, San Francisco, California.
- Computational Research and Theory Facility, University of California, Berkeley. Commissioning for 130,000sf of high performance computer center housing supercomputers Located in Lawrence Berkeley National Laboratory. Owned by the Department of Energy.
- Market Square North, 1355 Market Street, San Francisco, California. Commissioning Authority for renovation of an 11-story, 775,000sf office building. LEED Gold Certified.
- Allied Health and Sciences Building, Los Angeles Valley College, Los Angeles Community College District, Los Angeles, California. New Building to house lecture labs and staff offices for health and science education.
- M&O Building, Los Angeles Valley College, Los Angeles Community College District, Los Angeles, California. Building to house the Maintenance and Operations Staff and Shops, as well as a Sherriff's station. Photovoltaic Array.
- Central Plant and Infrastructure improvements, Los Angeles Valley College, Los Angeles Community College District, Los Angeles, California. Central Plant expansion, including Solar Thermal Cooling, Thermal Energy Storage (ICE), Boiler Plant Expansion, Electrical Service Upgrade, Fiber Optic Communication upgrade, Chilled water and heating water loop upgrade.
- Nestle Foods World Headquarters Building, Solon, Ohio. Administrative offices and associated support space. DDC control conversion of existing building.
- Stouffers Frozen Foods, Solon, Ohio. Administrative offices and support buildings for a food processing plant. Conversion of all Airside equipment to DDC controls.

**PRESENTATIONS** "Doing More with Less: Maintaining, Operating and Improving your BMS", National Conference on Building Commissioning (NCBC), Cincinnati, Ohio, 2011.

**AFFILIATIONS** American Society of Heating, Refrigeration & Air Conditioning Engineers; Building Commissioning Association.



# CHRISTIAN WEBER

*Lead Commissioning Provider*



Mr. Weber brings to the team over 20 years' experience in technology, construction and project management & business management, including 8 years as a principal in a mechanical and electrical contracting firm. Major clients included Fortune 50 companies. Christian brings an unusual perspective, having worked both on the construction contracting side as well on the engineering side of construction projects. His background is ideally suited to the role of lead commissioning provider as he combines extensive hands-on commissioning & HVACR system troubleshooting experience as well as first-hand experience managing construction projects. The latter gives him a unique perspective, having been directly responsible for ensuring that construction plans are converted into operating facilities that meet clients' expectations and requirements: operationally, financially, and on schedule.

With an emphasis on commissioning services, Christian's experience and expertise also includes: energy auditing, energy modelling, building controls, project/construction estimating, financial analysis, and is well versed in building codes and standards, such as Title 24, ASHRAE, IBC and UMC. He has also served as a consultant to the Pacific Energy Commission.

KEY PERSONNEL QUALIFICATIONS

PROFESSIONAL CREDENTIALS
<b>Education</b> <ul style="list-style-type: none"> <li>• MBA, Haas School of Business, U.C. California, Berkeley</li> <li>• Ph.D., Materials Science, University of Dublin, Trinity College, Ireland</li> <li>• B.A.I. Mechanical Engineering, University of Dublin, Trinity College, Ireland</li> </ul>
<b>Registration</b> <ul style="list-style-type: none"> <li>• Member, ASHRAE</li> <li>• Member, ACCA</li> </ul>
<b>Professional Activities</b> <ul style="list-style-type: none"> <li>• Completed PG&amp;E's year-long Existing Building Commissioning program (July 2014)</li> <li>• HVAC Certificate Program, U.C. Berkeley Extension</li> <li>• General Contractor (B), Mechanical Contractor (C-20 &amp; C38), License number 936432</li> <li>• Completed PG&amp;E's lighting technology certificate</li> <li>• Completed PG&amp;E's solar thermal &amp; PV workshop series</li> </ul>
<b>Awards + Presentations</b> <ul style="list-style-type: none"> <li>• Co-author of Nine (9) peer-reviewed engineering publications</li> </ul>

REPRESENTATIVE EXPERIENCE
<b>Pacific Energy Commission, PG&amp;E, San Francisco, CA</b> Retro-commissioning of various building systems including thermal energy storage system, chilled water system, VAV AHU with integrated outside air economizer, and heating hot water system.
<b>CSU East Bay, Hayward, CA</b> Installation of cooling towers, electrical, and controls for multiple HVAC chiller plants.
<b>California School for the Deaf, Fremont, CA</b> <b>Google, Inc., Mountain View, CA</b> <b>KG Corp., Union City, AC</b> Design-build of commercial cold storage facilities incl. control systems.
<b>California School for the Deaf, Fremont, CA</b> Design-build of commercial HVAC systems, including package units, heat pumps, duct systems, and controls.
<b>Global Contract Manufacturing, Union City, CA</b> Design-build of process chilled water systems
<b>Target Corporation, Northern California Territory</b> Troubleshooting/repair of supermarket refrigeration systems and electronic controls.
<b>Management experience</b> <ul style="list-style-type: none"> <li>• Engineering manager at EDesignC, Inc.</li> <li>• Principal and RMO at Energywise Works, Inc.</li> <li>• Project management at Tyco Electronics Corp.</li> </ul>





**Education:** Kathmandu University, Dhulikel, Nepal  
Bachelor of Engineering 2000

Wichita State University, Wichita,  
Kansas  
Master of Science in Mechanical  
Engineering 2005

University of California Berkeley,  
Certified in HVAC 2011

UC Berkeley Extension  
Building Commissioning for LEED  
Completed Fall 2014

**License:** P.E. California Lic #35849

**Credential:** Certified Energy Plans Examiner  
Lic #R08-12-2137

## **Bikash Vaidya**

**Mechanical Engineer - Fire Sprinkler Designer**

*In keeping up with the industry demand, Bikash came to H&M in 2011 to set up and head our fire sprinkler engineering department. With his experience and knowledge, H&M now provides a full set of fire sprinkler system drawings done in AutoCAD or BIM Revit along with hydraulic calculations.*

*Photography has always been a part of Bikash's life and his time away from the office can be found traveling the bay area in search of the perfect picture.*

### **Experience at H&M Mechanical Group**

**WCCUSD – Valley View Elementary School – HVAC & Fire Sprinkler System Design**

*A new campus of approximately 57,000 square feet and an interim temporary campus for grades K-5 due to be completed in 2016.*

**FUHSD – Monta Vista High School – HVAC & Fire Sprinkler System Design**

*An existing cafeteria building and lunch shelter was demolished to make way for a new two story cafeteria, student center, and classroom building with a new amphitheater and shade structure encompassing approximately 18,500 square feet.*

**San Lorenzo Library – HVAC System Design**

*The HVAC system was designed to meet the needs of the library building expansion project. The library site is part of The Village Homes Association which also includes an office/community center building, a preschool, a tot lot playground, a parking lot, and open land. The original square footage was 11,867 and increased to 23,000. The project goal was to design for a LEED Silver accreditation.*

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**H&M Mechanical Group**

**Oakland, California**

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*St. Catherine's Gymnasium and Parish Center – HVAC & Fire Sprinkler System Design*

*A new two story gym with lobby and parish center included a kitchen, restroom, and meeting rooms for a total of approximately 13,000 square feet. The project goal was to design for a LEED Silver accreditation.*

*RUSD – W70 – HVAC & Fire Sprinkler System Design*

*New construction included two new classroom buildings, computer classroom building, a media center, and multi-purpose building.*

*Fred Finch Youth Center Rising Oak Wellness Center – HVAC System Design*

*This 4300 square foot two story office building's first floor was converted to an OSHPD 3 dental clinic.*

*Redwood Day School – HVAC System Design*

*The HVAC system was designed to accommodate the new two story classroom building which consisted of 7290 square feet.*

*Iron Mountain – HVAC System Design*

*An addition to an existing facility' digital storage area included an indoor garage and a two story general office area.*

*WCCUSD Information Technology Center – HVAC System Design*

*The existing building had HVAC units replaced and incorporated a data center.*

*Encina Grande Shopping Center, Walgreens – HVAC System Design*

*The shopping center decided to include a entirely new retail store comprising 40,000 square feet. The goal is to design for a LEED certification.*

*GoodWill, San Jose – HVAC System Design*

*This retail establishment includes the first floor retail and sorting area and the second floor office space for a total of 13,200 square feet.*

*Aloft Sunnyvale – HVAC System Design*

*An existing three story building and four story addition was the focus of this remodel project.*





# ROSANNA LERMA, PE, LEED AP

Principal Engineer



Ms. Lerma is a principal and founder of San Francisco, CA based EDesignC, Incorporated. With over 20 years of experience in the A/E industry, as well as vast and versatile project experience throughout the San Francisco Bay Area, her portfolio has included an impressive array of clientele industries, in both the public and private sectors. With millions of dollars of proven projects she has been involved with the planning, analysis and design of campus projects, infrastructure and building both new and renovations. She has been a part of LEED and CHPS projects with a clear vision on the balance of practicality and innovation for energy and water efficiency.

Rosanna has extensive experience in design and commissioning of integrated design for K-12 projects involving mechanical, electrical and plumbing systems. She provides conceptual direction on sustainable designs with long term improvements for maintenance and operations.

KEY PERSONNEL QUALIFICATIONS

**PROFESSIONAL CREDENTIALS**

**Education**

- Bachelor of Science, Electrical Engineering, University of the Pacific

**Registration**

- California Electrical #E15977
- Nevada Electrical #017252
- Hawaii Electrical #13690-E

**Professional Activities**

- BAAQMD Advisory Council 2009-2010
- IEEE Oakland East Bay Section Various positions 1989-present
- IEEE Power & Energy Society various positions 2004 – present
- LEED Accredited Professional, Member of the US Green Building Council

**Awards + Presentations**

- CHPS Boot Camp – Electric Lighting Speaker at PG&E Energy Center February 2011
- CASH speaker on various sustainability topics, 2005-2008
- Speaker at the Sustainability Conference, Butte College, 2007
- 2003 IEEE Community Service Award

## REPRESENTATIVE EXPERIENCE

### San Francisco Unified School District; San Francisco, CA

- MEP On Call Contract
- On Call with Studio Perez
- Gordon Lau Elementary
- Lowell High School
- Thomas Edison Charter Academy, Renovation/Modernization

### Palo Alto Unified School District

- Duveneck Elementary - CHPS
- Ohlone Elementary, New /Modernization (\$7M bond) – CHPS
- Fair Meadow Elementary – New/ Modernization (\$6.5M bond)
- Energy audits for all campuses. input for Facilities Master Plan\*

### Berkeley Unified School District; Berkeley, CA

- Renewable Energy Projects
- Berkeley Arts Magnet 60kw Photovoltaic system
  - Malcom X Elementary 100kw Photovoltaic system
  - Cragmont Elementary 90kw Photovoltaic system (design)

### John Swett Unified School District

- John Swett High School Modernization and New (\$10M bond program) which includes Emergency Repair for Heating System, Athletic Fields, , Modernization of existing classrooms and kitchen, gym, lockers and auditorium.

### Los Altos Unified School District; Los Altos, CA

- District wide Energy Study + Prop 39
- Portable Classroom Projects for various sites

### Moreland Unified School District; San Jose, CA

- Baker Elementary Portable Restroom
- Easterbrook Discovery Portables





Maurya McClintock

• Façade Consultant

#### PROFESSION

Facade Engineer  
Sustainable Design Consultant

#### CURRENT POSITION

2009 - Date Director  
McClintock Façade Consulting  
San Francisco, CA

#### WORK HISTORY

2000 - 2007 Adjunct Professor  
Calif. College of Arts  
San Francisco, CA

1998 - 2009 Façade Team Leader  
Ove Arup & Partners  
San Francisco, CA

2005 - 2007 Consultant  
Anshen & Allen Architects  
San Francisco, CA

1995 - 1998 Façade Engineer  
Arup Façade Engineering  
Sydney, Australia

1993 - 1995 Mechanical Engineer  
Ove Arup & Partners London,  
UK

1985 - 1987 Structural Engineer  
Pendergrast & Assoc.  
Boulder, CO

#### QUALIFICATIONS

1993 MArch, Architecture  
University of California, Berkeley

1993 MSc, Structural Engineering  
University of California, Berkeley

1986 BSc, Architectural Engineering  
University of Colorado, Boulder

#### PROFESSIONAL AFFILIATIONS

- Associate Member, AIA
- LEED® Accredited Professional
- Member of National AIA Board Committees for strategic initiatives:
  - Knowledge Committee 2006, 2007
  - Leadership Committee 2008
  - Energy in Design task force 2011/12

#### KEY DATA

Maurya has an extensive depth and breadth of experience of the built environment on 4 continents. She has designed buildings as a façade engineer, structural engineer and mechanical engineer in the USA, Europe, Australia and Asia. She is currently working as a façade engineer and sustainability consultant in the USA.

Trained as both architect and engineer, Maurya is able to bridge between professions and is thus a key success catalyst for projects that require seamless integration of form and function.

As part of this effort, Maurya created a unique holistic façade design process for integrating façade design, low-energy building design and architectural aesthetic; gaining extensive experience applying this process to a wide variety of project types.

After developing and leading Arup's San Francisco Façade Engineering team, she left in 2009 to form McClintock Façade Consulting.

Maurya's proven expertise at delivering a holistic approach to integrating building envelope, mechanical, lighting and architectural aesthetic is highly valued by clients and architects alike.

#### RESEARCH + INDUSTRY PARTNERSHIP

As a world class practitioner, Maurya is regularly invited by academic and professional institutions to participate in advanced research programs, strategic initiative planning and education efforts. She has been a part of:

- AIA Strategic Initiative on Energy In Design, Energy-modeling, Energy-retrofits
- Lawrence Berkeley National Labs; software development advisor
- AIA Board Knowledge Committee
- NIBS BRIK Portal Development
- Center for the Built Environment, University of California at Berkeley

#### EDUCATION + PUBLICATIONS

Maurya has published, presented and lectured extensively on the subjects of façade engineering, integrated façade design, climate sensitive building envelope design, and integrated engineering systems design for Architects. Among others, she presented regularly at:

- AIA National and Regional Conventions and Conferences, USA
- US Green Building Council Membership Summit Conferences, USA
- Environdesign Conferences, USA
- ICBEST Conferences, UK/Sydney/Canada

She also continues to published technical papers contribute to design guides on these same topics.

- AIA guide to the IGCC
- AIA Guide to Integrating Energy and Energy Modeling into Architectural Design
- ASHRAE 50% Commercial design Guide
- Performance Based Building Design Handbook - Chapter 8 Building Envelope
- AIA Guide to Deep Energy Retrofits



BUDGET PROPOSAL

	COMMISSIONING TEAM MEMBER FIRMS						Budget Totals
	Guttman & Blaevoet	H&M Mechanical	EDesignC			MCC Facades	
COMMISSIONED SYSTEMS BY MEMBER FIRMS	Cx Oversight for all systems; Controls Systems	M&P/ Lighting Systems	Refrigeration, Mech. and Lighting Systems	Electrical Power, UPS & Life/Safety Systems	Telecom/ Security/ Low Voltage and Other Systems	Building Envelope	
<b>Design Phase Tasks (all systems)</b>							
1. Arrange and hold scoping meeting.							
2. Assist in developing District's Design Intent Requirements (DIR). <sup>1</sup>							
3. Design document reviews (4) of commissioned systems design, specifications, narratives.							
4. Commissioning Plan, specifications development.							
5. Other:							
5.1 Owner/design team Commissioning meetings <sup>2</sup>							
5.2 Controls integration.							
Design Phase Subtotals by Systems	\$17,000	\$16,900	\$5,850	\$5,400	\$6,000	\$16,300	\$67,450
Design Phase Subtotals by Member Firm	\$17,000	\$16,900	\$17,250			\$16,300	SUBTOTAL \$67,450
<b>Bid Phase Tasks (all systems)</b>							
1. Attendance at bid meetings as appropriate for each commissioned system. <sup>3</sup>							
Bid Phase Subtotals by Systems	\$1,000	\$1,000	\$350	\$350	\$300	\$1,500	\$ 4,500
Bid Phase Subtotals by Member Firm	\$1,000	\$1,000	\$1,000			\$1,500	SUBTOTAL \$ 4,500

	COMMISSIONING TEAM MEMBER FIRMS						
	Guttman & Blaevoet	H&M Mechanical	EDesignC			MCC Facades	
COMMISSIONED SYSTEMS BY MEMBER FIRMS	Cx Oversight for all systems; Controls Systems	M&P/ Lighting Systems	Refriger- ation, Mech. and Lighting Systems	Electrical Power, UPS & Life/Safety Systems	Telecom/ Security/ Low Voltage and Other Systems	Building Envelope	
<b>Construction Phase Tasks (all systems)</b>							
1. Commissioning Plan and submittal reviews. <sup>4</sup>							
2. RFI and CO reviews. <sup>5</sup>							
3. Review shop, fabrication, coordination documents (as appropriate for each commissioned system). <sup>6</sup>							
4. Construction checklists, observation of installation and start-up. <sup>7</sup>							
5. Functional test writing and development.							
6. Functional test observation. <sup>8</sup>							
7. O&M Manual review and training review.							
8. Compilation of Commissioning Record (including final Issues Log and record of Functional Tests).							
9. Systems Manual Development.							
10. Other:							
10.1 Review equipment/materials warranties.							
10.2 Test plans preparation and execution for equipment overseen by regulatory authorities.							
10.3 Controls clarifications.							
Construction Phase Subtotals by Systems	\$48,200	\$51,000	\$18,800	\$18,800	\$13,600	\$52,700	\$203,100
Construction Phase Subtotals by Member Firm	\$48,200	\$51,000	\$51,200			\$52,700	SUBTOTAL \$203,100
<b>Warranty Period Tasks (all systems)</b>							
1. Seasonal testing. <sup>9</sup>							
2. Facility staff interviews (operational concerns).							
3. Assist with service requests documentation.							
4. Near-warranty end review. <sup>10</sup>							
Warranty Phase Subtotal by Systems	\$4,800	\$4,900	\$2,700	\$1,100	\$1,100	\$4,900	\$19,500
Warranty Phase Subtotal by Member Firm	\$4,800	\$4,900	\$4,900			\$4,900	SUBTOTAL \$19,500



BUDGET SUMMARY <sup>11</sup>							
	COMMISSIONING TEAM MEMBER FIRMS						Budget Totals
	Guttman & Blaevoet	H&M Mechanical	EDesignC			MCC Facades	
COMMISSIONED SYSTEMS BY MEMBER FIRMS	Cx Oversight for all systems; Controls Systems	M&P/ Lighting Systems	Refrigeration, Mech. and Lighting Systems	Electrical Power, UPS & Life/Safety Systems	Telecom/ Security/ Low Voltage and Other Systems	Building Envelope	
Commissioning Totals by Systems, all Phases	\$71,000	\$73,800	\$27,050	\$25,650	\$21,000	\$75,400	\$294,550
COMMISSIONING BUDGET TOTALS BY MEMBER FIRMS, ALL PHASES	\$71,000	\$73,800	\$74,350			\$75,400	\$294,550

#### NOTES

1. District's Design Intent Requirements development assistance: one attendee at (2) ½-day meetings for MEP systems and (1) ½-day meeting focused on Building Enclosure.
2. Design phase meetings: M&P/L, Electrical, T/S/LV and Envelope – one attendee at (5) ½-day meetings.  
Construction phase meetings: M&P/L, Electrical, T/S/LV and Envelope – one attendee at (17) ½-day meetings.
3. Pre-bid and bid meetings: M&P/Lighting, Electrical, T/S/LV, Envelope - one attendee at (3) ½-day meetings.
4. Submittal reviews: M&P/Lighting, Electrical, T/S/LV, Envelope - 60 hours total.
5. RFI and CO reviews: M&P/Lighting, Electrical, T/S/LV, Envelope - 30 hours total.
6. Shop, fabrication, coordination reviews: M&P/Lighting, Electrical, T/S/LV, Envelope - 50 hours total.
7. Construction observation site visits: M&P/Lighting, Electrical, T/S/LV - (15) 1-day site visits;  
Envelope - (7) 1-day site visits.
8. Functional testing site visits: M&P/Lighting, Electrical, T/S/LV - (25) days functional testing on site;  
Envelope: observe (1) 2-day mockup test and (6) days testing on site.
9. M&P/Lighting, Electrical, T/S/LV, Envelope: (3) ½-day site visits for 2 people, including coordination meeting.
10. M&P/Lighting, Electrical, T/S/LV, Envelope: (2) 1-day site visits for 2 people, including meetings.
11. Commissioned systems to include the following per RFP #13149 of July 22, 2014:
  - a. Central building automation system.
  - b. All equipment of the heating, ventilating and air conditioning systems.
  - c. Scheduled or occupancy sensor lighting controls.

Oakland USD Central Commissary Project

December 30, 2014

Page 3 of 4

- d. Daylight dimming controls.
- e. Refrigeration systems.
- f. Emergency power generators and automatic transfer switching.
- g. Uninterruptible power supply systems.
- h. Life safety systems (fire alarm, egress pressurization, fire protection).
- i. Food service hoods and pressurization.
- j. Electrical (power and distribution: switchgear, transformers, switchboards, panelboards).
- k. Domestic and process water pumping and mixing systems.
- l. Equipment sound control systems and testing.
- m. Data communication.
- n. Paging systems.
- o. Security system.
- p. Thermal energy storage system.
- q. Water storage, storm water treatment, and black-water treatment systems.
- r. Irrigation.
- s. Vertical transport.
- t. Building envelope.
- u. Process instrumentation and controls.

END OF BUDGET PROPOSAL



City Administrator's Office, Contracts and Compliance Division

*Local Business Enterprise*

Presented to:

**EDESIGNC, INC.**

Services Provided:

541330 Engineering Services

7272

31-Oct-15

Certification Number

Expiration Date

*Shelley Darenburg*

10-17-13

Shelley Darenburg,  
Senior Contract Compliance Officer

Date



CITY OF OAKLAND



CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Office of the City Administrator  
Contracts & Compliance Division

(510) 238-3970  
FAX (510) 238-3363  
TDD (510) 238-2007

17-Oct-13

Certification Number 7272

**EDesignC, Inc.**

Virginia Waik  
212 9th Street, #203  
Oakland, CA 94607

RE: Recertified with the City of Oakland's Local/Small Local For Profit and Not For Profit  
Business Enterprise Program

Dear Virginia Waik:

Based on our review of documents submitted, the City has determined that your firm qualifies  
for certification under the above Program as a:

- **Local Business Enterprise**

This certification will expire on **31-Oct-15**

Please refer to the attached certificate to determine your services and NAICS codes. The City  
reserves the right to reevaluate your company at any time during the certification period to  
determine if your firm continues to meet the City of Oakland and Redevelopment Agency  
programs and definitions. You are advised that it is your responsibility to initiate the re-  
certification process.

Should you have any questions, please contact Ernestine Nettles at (510) 238-6160, and refer  
to the Certification Number as it appears above.

Very truly yours,

*Shelley Darensburg*  
Shelley Darensburg  
Senior Contract Compliance Officer



CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Office of the City Administrator  
Contracts & Compliance Division

(510) 238-3970  
FAX (510) 238-3363  
TDD (510) 238-2007

30-Mar-14

Certification Number 2691

**H&M Mechanical Group**

Terri Gee  
8517 Earhart Road Suite 230  
Oakland, CA 94621

RE: Recertified with the City of Oakland's Local/Small Local For Profit and Not For Profit  
Business Enterprise Program

Dear Terri Gee:

Based on our review of documents submitted, the City has determined that your firm qualifies for certification under the above Program as a:

- **Small Local Business Enterprise**

This certification will expire on **30-Jun-16**

Please refer to the attached certificate to determine your services and NAICS codes. The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland and Redevelopment Agency programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at (510) 238-6160, and refer to the Certification Number as it appears above.

Very truly yours,

*Shelley Darensburg*  
Shelley Darensburg  
Senior Contract Compliance Officer

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

Prime Consultant: Guttman & Blaevet Consulting Engineers  
 Project: OUSD Central Commissary Project at Foster ES Site  
 RFQ: 13149  
 Date: December 30, 2014

Team Member	Projected Percent of Total Fee Per Team Member	LBE%	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Guttman & Blaevet Address: 2351 Powell St. San Francisco, 94133 Phone: 415-655-4056 Email: <a href="mailto:mspeer@qb-eng.com">mspeer@qb-eng.com</a>	24.1%	---	---	---	N/A
Company: H&M Mechanical Group Address: 8517 Earhart Road, Suite 230 Oakland, California 94621 Phone: (510) 569-2000 Email: <a href="mailto:gary@hm-mechanical.com">gary@hm-mechanical.com</a>	25.1%	---	25.1%	---	2691
Company: EDesignC Address: 212 - 9 <sup>th</sup> Street, Suite 203 Oakland, CA 94607 Phone: (510) 433-0913 Email: <a href="mailto:christian@edesignc.com">christian@edesignc.com</a>	25.2%	25.2%	---	---	7272
Company: MCC Facades Address: 2351 Powell St., Suite 100 San Francisco, CA 94133 Phone: (415) 230-9286 Email: <a href="mailto:Maurya@mccfacades.com">Maurya@mccfacades.com</a>	25.6%	---	---	---	N/A



Company: Address:					
Phone: Email:					
TOTAL PARTICIPATION	100.0%	25.2%	25.1%	0%	

Approval – LBU Compliance Officer

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BUDGET PROPOSAL

	COMMISSIONING TEAM MEMBER FIRMS						
	Guttman & Blaevoet	H&M Mechanical	EDesignC			MCC Facades	
COMMISSIONED SYSTEMS BY MEMBER FIRMS	Cx Oversight for all systems; Controls Systems	M&P/ Lighting Systems	Refriger- ation, Mech. and Lighting Systems	Electrical Power, UPS & Life/Safety Systems	Telecom/ Security/ Low Voltage and Other Systems	Building Envelope	Budget Totals
<b>Design Phase Tasks (all systems)</b>							
1. Arrange and hold scoping meeting.							
2. Assist in developing District's Design Intent Requirements (DIR). <sup>1</sup>							
3. Design document reviews (4) of commissioned systems design, specifications, narratives.							
4. Commissioning Plan, specifications development.							
5. Other:							
5.1 Owner/design team Commissioning meetings <sup>2</sup>							
5.2 Controls Integration.							
Design Phase Subtotals by Systems	\$17,000	\$16,900	\$5,850	\$5,400	\$6,000	\$16,300	\$67,450
Design Phase Subtotals by Member Firm	\$17,000	\$16,900	\$17,250			\$16,300	SUBTOTAL \$67,450
<b>Bid Phase Tasks (all systems)</b>							
1. Attendance at bid meetings as appropriate for each commissioned system. <sup>3</sup>							
Bid Phase Subtotals by Systems	\$1,000	\$1,000	\$350	\$350	\$300	\$1,500	\$ 4,500
Bid Phase Subtotals by Member Firm	\$1,000	\$1,000	\$1,000			\$1,500	SUBTOTAL \$ 4,500

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	COMMISSIONING TEAM MEMBER FIRMS						
	Guttman & Blaevoet	H&M Mechanical	EDesignC			MCC Facades	
COMMISSIONED SYSTEMS BY MEMBER FIRMS	Cx Oversight for all systems; Controls Systems	M&P/ Lighting Systems	Refriger- ation, Mech. and Lighting Systems	Electrical Power, UPS & Life/Safety Systems	Telecom/ Security/ Low Voltage and Other Systems	Building Envelope	
<b>Construction Phase Tasks (all systems)</b>							
1. Commissioning Plan and submittal reviews. <sup>4</sup>							
2. RFI and CO reviews. <sup>5</sup>							
3. Review shop, fabrication, coordination documents (as appropriate for each commissioned system). <sup>6</sup>							
4. Construction checklists, observation of installation and start-up. <sup>7</sup>							
5. Functional test writing and development.							
6. Functional test observation. <sup>8</sup>							
7. O&M Manual review and training review.							
8. Compilation of Commissioning Record (including final Issues Log and record of Functional Tests).							
9. Systems Manual Development.							
10. Other:							
10.1 Review equipment/materials warranties.							
10.2 Test plans preparation and execution for equipment overseen by regulatory authorities.							
10.3 Controls clarifications.							
Construction Phase Subtotals by Systems	\$48,200	\$51,000	\$18,800	\$18,800	\$13,600	\$52,700	\$203,100
Construction Phase Subtotals by Member Firm	\$48,200	\$51,000	\$51,200			\$52,700	SUBTOTAL \$203,100
<b>Warranty Period Tasks (all systems)</b>							
1. Seasonal testing. <sup>9</sup>							
2. Facility staff interviews (operational concerns).							
3. Assist with service requests documentation.							
4. Near-warranty end review. <sup>10</sup>							
Warranty Phase Subtotal by Systems	\$4,800	\$4,900	\$2,700	\$1,100	\$1,100	\$4,900	\$19,500
Warranty Phase Subtotal by Member Firm	\$4,800	\$4,900	\$4,900			\$4,900	SUBTOTAL \$19,500

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BUDGET SUMMARY <sup>11</sup>							
	COMMISSIONING TEAM MEMBER FIRMS						
	Guttman & Blaevoet	H&M Mechanical	EDesignC			MCC Facades	
COMMISSIONED SYSTEMS BY MEMBER FIRMS	Cx Oversight for all systems; Controls Systems	M&P/ Lighting Systems	Refriger- ation, Mech. and Lighting Systems	Electrical Power, UPS & Life/Safety Systems	Telecom/ Security/ Low Voltage and Other Systems	Building Envelope	Budget Totals
Commissioning Totals by Systems, all Phases	\$71,000	\$73,800	\$27,050	\$25,650	\$21,000	\$75,400	\$294,550
COMMISSIONING BUDGET TOTALS BY MEMBER FIRMS, ALL PHASES	\$71,000	\$73,800	\$74,350			\$75,400	\$294,550

**NOTES**

1. District's Design Intent Requirements development assistance: one attendee at (2) ½-day meetings for MEP systems and (1) ½-day meeting focused on Building Enclosure.
2. Design phase meetings: M&P/L, Electrical, T/S/LV and Envelope – one attendee at (5) ½-day meetings.  
Construction phase meetings: M&P/L, Electrical, T/S/LV and Envelope – one attendee at (17) ½-day meetings.
3. Pre-bid and bid meetings: M&P/Lighting, Electrical, T/S/LV, Envelope – one attendee at (3) ½-day meetings.
4. Submittal reviews: M&P/Lighting, Electrical, T/S/LV, Envelope - 60 hours total.
5. RFI and CD reviews: M&P/Lighting, Electrical, T/S/LV, Envelope - 30 hours total.
6. Shop, fabrication, coordination reviews: M&P/Lighting, Electrical, T/S/LV, Envelope - 50 hours total.
7. Construction observation site visits: M&P/Lighting, Electrical, T/S/LV - (15) 1-day site visits;  
Envelope - (7) 1-day site visits.
8. Functional testing site visits: M&P/Lighting, Electrical, T/S/LV - (25) days functional testing on site;  
Envelope: observe (1) 2-day mockup test and (6) days testing on site.
9. M&P/Lighting, Electrical, T/S/LV, Envelope: (3) ½-day site visits for 2 people, including coordination meeting.
10. M&P/Lighting, Electrical, T/S/LV, Envelope: (2) 1-day site visits for 2 people, including meetings.
11. Commissioned systems to include the following per RFP #13149 of July 22, 2014:
  - a. Central building automation system.
  - b. All equipment of the heating, ventilating and air conditioning systems.
  - c. Scheduled or occupancy sensor lighting controls.

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- d. Daylight dimming controls.
- e. Refrigeration systems.
- f. Emergency power generators and automatic transfer switching.
- g. Uninterruptible power supply systems.
- h. Life safety systems (fire alarm, egress pressurization, fire protection).
- i. Food service hoods and pressurization.
- j. Electrical (power and distribution: switchgear, transformers, switchboards, panelboards).
- k. Domestic and process water pumping and mixing systems.
- l. Equipment sound control systems and testing.
- m. Data communication.
- n. Paging systems.
- o. Security system.
- p. Thermal energy storage system.
- q. Water storage, storm water treatment, and black-water treatment systems.
- r. Irrigation.
- s. Vertical transport.
- t. Building envelope.
- u. Process instrumentation and controls.

END OF BUDGET PROPOSAL

EXHIBIT B  
Hourly Personnel Rates  
and  
Schedule of Fees and Charges

*See attached*



# Exhibit B

## 2015 SCHEDULE OF CHARGES

### COMMISSIONING SERVICES

#### GUTTMANN & BLAEVOET

	<u>Hourly Billing Rates*</u>
COMMISSIONING PRINCIPAL	210.00
COMMISSIONING DEPT. MANAGER	195.00
SENIOR COMMISSIONING ENGINEER	180.00
COMMISSIONING ENGINEER	150.00
PROJECT COORDINATOR	85.00

#### DIRECT PROJECT EXPENSES

Automobile Mileage \$0.58/mile

Courier service, reproduction (including plotting), non-mileage travel expenses, and all other services not ordinarily provided by Guttman & Blaevoet will be billed at cost plus ten percent (10%). Travel time will be billed at regular hourly rates, not to exceed eight (8) hours per day.

#### TERMS

Invoices are due and payable within sixty (60) calendar days of the invoice date. Overdue invoices will be subject to an additional charge of one and one-half percent (1.5%) per month.

\* Billing Rates subject to change without notice.

**FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

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

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

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

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

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

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



Date:

03/23/15

Name of Consultant or Company:

Guttman & Blaevoet

Signature:



Print Name and Title:

MARGARITA ERONKOWSKY, President


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 23 day of MARCH 2014 for the purposes of submission of this Agreement. 5 mo

By:

  
\_\_\_\_\_  
Signature  
MARGARITA GORDKOVSKIY  
\_\_\_\_\_  
Typed or Printed Name  
President  
\_\_\_\_\_  
Title





## INDEPENDENT CONSULTANT AGREEMENT FOR COMMISSIONING SERVICES ROUTING FORM

### Project Information

Project Name	Foster Central Commissary Project	Site	184
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### Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

Contractor Name	Guttman & Blaevoet Consulting Engineers	Agency's Contact	Maia Speer		
OUSD Vendor ID #	New Vendor	Title	Project Manager		
Street Address	2351 Powell Street	City	San Francisco	State	CA Zip 94133
Telephone	415-655-4000	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	13133				

### Term

Date Work Will Begin	5-13-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-12-2019
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$314,550.00
Pay Rate Per Hour <small>(if Hourly)</small>	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6215	\$314,550.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved: 4/20/15		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved: 4-13-15		
3.	Interim Deputy Chief, Facilities Planning and Management	Signature	Date Approved: 4/14/15		
4.	Chief Operations Officer, Board of Education	Signature	Date Approved: 4/20/15		
5.	President, Board of Education	Signature	Date Approved:		