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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 27, 2011

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

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

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

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

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

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

1619901881-6215

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of August 16, 2011, between the Oakland Unified School District ("District") and KEMA Services, Inc. ("Consultant") (together, "Parties").

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work")
Proposal dated July 13, 2011.
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A."
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

<u> x </u>	Signed Agreement
<u> n/a </u>	Workers' Compensation Certificate, if necessary
<u> n/a </u>	Criminal Background Investigation Certification, if necessary
<u> </u>	Insurance Certificates and Endorsements
<u> x </u>	W-9 Form

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

FACILITIES PLANNING
 AND MANAGEMENT
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 FACILITIES PLANNING
 AND MANAGEMENT

Agreement.

8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.
 - 12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date

of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

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

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

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

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

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

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

14. Insurance.

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

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

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

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

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

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

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

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

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

the insurer's liability.

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

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

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the

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

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<p><u>District</u> Timothy E. White Assistant Superintendent of Facilities, Planning and Management 955 High Street Oakland, CA 94601</p>	<p><u>Consultant</u> Erik Dyrr KEMA Services, Inc. 155 Grand Avenue, Suite 500 Oakland, CA 94612</p>
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Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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

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

Date: 8/16/11

By: 

Print Name: Erik Dyrr

Its: Principal

Date: _____

By: _____

Print Name: _____

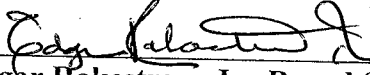
Its: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Jody London
President, Board of Education


Date: _____

9/29/11

By: 
Edgar Rakestraw, Jr., Board Secretary

Date: _____

9/29/11

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

Date: _____

Information regarding Consultant:

Consultant: KEMA Services, Inc.

License No.: _____

Address: 155 Grand Ave. #500, Oakland, CA 94612

Telephone: 510-891-0446

Facsimile: 510-891-0440

E-Mail: erik.dyrr@kema.com

Type of Business Entity:

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

04-2555765 :

Employer Identification and/or Social Security Number

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

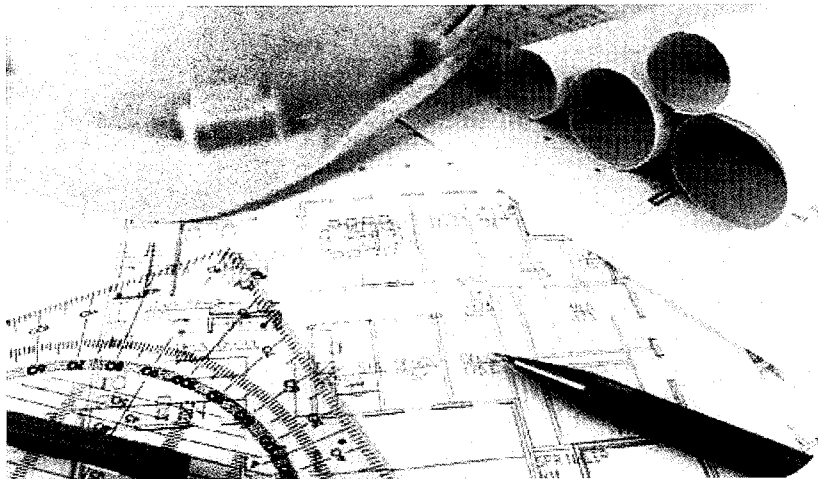
Attachment A

Scope of Services

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



PROPOSAL FOR
BUILDING COMMISSIONING SERVICES



PROPOSAL TO:
OAKLAND UNIFIED SCHOOL DISTRICT

PROJECT:
Washington School Modernization

JULY 13, 2011

KEMA Services, Inc.,
Tel: 510.891.0446

155 Grand Avenue, Suite 500,
Fax: 510.891.0440

Oakland, CA
info.consulting@kema.com

94612 U.S.A.
www.kema.com

Experience you can trust

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Experience you can trust



1. Introduction

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

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

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

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



2. Scope of Work

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



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

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

2.1.1 Commissioning Tasks

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

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

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

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

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

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

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

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

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

2.1.2 Deliverables

We will provide the following items for Commissioning.

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

2.1.3 Systems to be commissioned

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

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

2.1.4 Services not included in Commissioning Scope

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



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

3. Fee Proposal

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

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

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

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

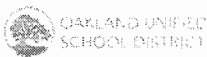
Project Phase	Cx Fee
Design Phase	\$4,004
Construction/Warranty Phase	\$11,726
Total	\$15,730

Washington School Modernization

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

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

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



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Washington Small School Conversion (Sankofa)	Site	Washington Elementary School
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Basic Directions

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

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

Contractor Information

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

Term

Date Work Will Begin	9-27-2011	Date Work Will End By (not more than 5 years from start date)	12-31-2012
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ 17,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1619901881	6215	\$ 17,500.00
				\$

Approval and Routing (in order of approval steps)

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

	Division Head	Charles Love	Phone	510-535-7081	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	8-25-11		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	8-29-11		
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			