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Committee	Facilities
Introduction Date	2-12-14
Enactment Number	14-0245
Enactment Date	2-12-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education  
By: Vernon Hal, Deputy Superintendent *VEH*  
Timothy White, Associate Superintendent, Facilities Planning and Management *tw*

**Board Meeting Date** 2-12-14

**Subject** Independent Consultant Agreement for Professional Services - Greenbank Associates - Division of Facilities Planning and Management Project

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**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Greenbank Associates for California High Performance Schools (CHPS) Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$258,000.00. The term of this Agreement shall commence on January 22, 2014 and shall conclude no later than December 21, 2014.

**Background** Integration of low and no cost operational efficiencies, including piloting of programs such as the CHPS Operations Report Card (ORC).

**Local Business Participation Percentage** 0.00% (Sole Source)

**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,



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

## Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Greenbank Associates for California High Performance Schools (CHPS) Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$258,000.00. The term of this Agreement shall commence on January 22, 2014 and shall conclude no later than December 21, 2014.

## Fiscal Impact

Measure B

## Attachments

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

## INDEPENDENT CONSULTANT AGREEMENT FOR SERVICES

This Independent Consultant Agreement for Services ("Agreement") is made as of **December 30, 2013** between the Oakland Unified School District ("District") and **Greenbank Associates** ("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 **December 30, 2013**.

**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. Consultant is not responsible for delays from causes beyond Consultant's reasonable control. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal Attachment, "Exhibit A," attached hereto.

**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;

  x   Signed Agreement

Workers' Compensation Certificate, if necessary

Criminal Background Investigation Certification, if necessary

  x   Insurance Certificates and Endorsements

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 **\$258,000.00** 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 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.

**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 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.** All matrices, written guidelines, tools, models, specification templates if provided, and other documents prepared by Consultant for District's use are instruments of the Consultant's services for use solely with respect to the District CHPS/ Sustainability Program and/or its CHPS Projects. Consultant grants District a license to use the documents for District purposes and its CHPS Projects. Consultant shall be deemed author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright associated with such documents. However, all information provided by District as confidential information, shall not be used or disclosed. The District will mutually provide professional credit for the Consultant in any promotional information/materials regarding CHPS Verified, green building aspects or sustainability initiative work of the Consultant related to the Project.

**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, upon sixty (60) days notice, 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. District acknowledges that this sixty (60) day notice period is acceptable so that the Consultant can attempt to propose Professional Services to other potential clients.

**12.2 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.

**12.3. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause after giving Consultant reasonable notice (30 days,) and opportunity for consultant to correct any default, should the default not be corrected or other mutually acceptable terms between the parties be deemed to have been satisfactorily addressed . 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 30 (30) 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 thirty (30) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. 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**

13.1 To the extent authorized by California law, Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.

13.2 To the extent authorized by California law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the



professional negligent errors or omissions of the Consultant in the performance of this contract.

- 13.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

#### **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.** One Million Dollars (\$1,000,000) 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, for non-owned and hired autos only, 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. Consultant 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 state that coverage shall not be canceled by either party except after thirty (30) days prior written notice 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 exercise due professional care to 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 Consultant's services as indicated or specified. If Consultant observes that any of the Consultant's services 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 Consultant's services 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 subject to applicable Termination clause above. If Consultant negligently 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 costs arising therefrom to the extent required by California law..

**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. Consultant is not responsible for the safety practices, security, and any driving on school grounds, etc., of others at any site.

**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, 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 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 SubConsultants.** 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 subConsultants and each of their performance.

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

**22. Limitation of 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 or Consultant 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 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.

**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:

**District**

Timothy White  
Associate Superintendent, Facilities,  
Planning and Management  
OUSD  
955 High Street  
Oakland, CA 94601

**Consultant**

Alice Sung, AIA, LEED AP, BD+C  
Greenbank Associates  
117 Greenbank Avenue  
Piedmont, CA 94611



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 six (6) 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. Dispute Resolution**

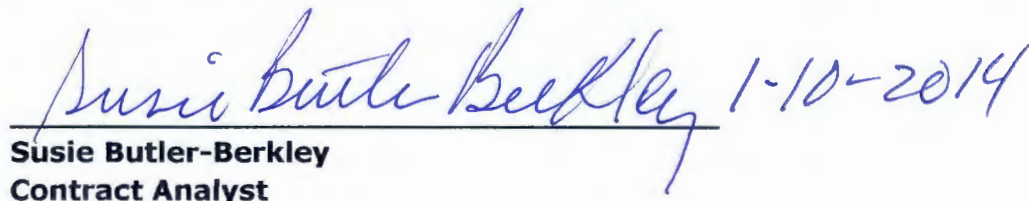
In the event that a dispute does arise between Consultant and Client, that cannot be resolved through direct negotiation, both parties agree to participate in a non-binding Mediation with an agreed upon mediator, prior to resorting to any other dispute resolution method

**27. 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.

**28. 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.

**29. 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>

 1-10-2014  
**Susie Butler-Berkley**  
**Contract Analyst**

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

**CONSULTANT:**

Date: Jan. 9, 2014

By: 

Print Name: Alice Sung

Title: Principal, Greenbank Associates

**OAKLAND UNIFIED SCHOOL DISTRICT**

By:  Date: 2-13-14  
David Kakashiba, President, Board of Education

By:  Date: 2-13-14  
Dr. Gary Yee, Acting Superintendent  
Secretary, Board of Education

By:  Date: \_\_\_\_\_  
Timothy E. White, Associate Superintendent  
Facilities Planning and Management

By:  Date: 1/10/14  
Cate Boskoff, Facilities Legal Counsel

File ID Number: 14-0048  
Introduction Date: 2-12-14  
Enactment Number: 14-0245  
Enactment Date: 2-12-14  
By: \_\_\_\_\_



Consultant:

License No.: C-15919

Address: 117 Greenbank Ave.  
Piedmont, CA 94611

Telephone: 510-658-8060

Facsimile: 510-658-8060

E-Mail: asung1@gmail.com

Type of Business Entity:

☐ Individual

☒ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: \_\_\_\_\_

☐ Limited Liability Company

☐ Other:

**EIN # 55-0869233:**

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.**

**Information regarding Consultant:**

EXHIBIT A  
Scope of Services, Term, Compensation (2 pages)

RE: Greenbank Associates High Performance Schools (CHPS) Program Management, and Expanded Services including OUSD emPower Energy Initiative and Sustainability Management proposed December 30, 2013

**Scope of Services**

The scope of professional consulting services in general is to aid the District in the advisement, planning, development, coordination and management of the following programs:

- District-wide Collaborative for High Performance Schools (CHPS) Program
- "OUSD emPower" District Energy Initiative
- Coordination of Strategic Energy and Water Efficiency Plan with Prop. 39 Planning and Implementation
- District-wide Sustainability Management
- CHPS/Green Schools and Sustainability-related Grant Development

**(1) Collaborative for High Performance Schools (CHPS) Program Management:**

This continuing scope of work includes updating of OUSD CHPS Guidelines, input on high performance/sustainability aspects of District Facilities Design Guidelines, technical standards, providing assistance to A/E teams in certification of CHPS Designed and/or CHPS Verified projects including maximization of State High Performance Incentive (HPI) grant funding, facilitation of CHPS eco-charrette workshops, design consultation and management of CHPS/HPI certification process on behalf of District. In addition to CHPS Verified, CHPS Designed certification follow-up, the scope may include introduction of the CHPS Operations Report Card (ORC) Program management and green schools recognition program(s).

**(2) OUSD emPower Energy Initiative**

Lead the development, piloting, and management of behavior-based energy conservation /operational efficiency program for facilities sites, including coordinating introduction of Green IT (computer power management) within office operations with the Technology Department. Serve as Site Supervisor to Climate Corps Bay Area member interns and/or other 'Energy & Climate Specialists,' working closely with any future Energy Manager(s).

**(3) Strategic Energy and Water Efficiency Plan coordination with Prop. 39**

Assist the District with planning, prioritization, implementation and leveraging of Prop. 39 energy efficiency program or specific projects, and coordinate with emPower Energy Initiative work as well as the Alameda County Office of Education 'Leadership in Energy Efficiency Program (ACOE LEEP) or County program work,.

**(4) District-wide Sustainability Management**

In general, provide broad sustainability planning, management, coordination, and implementation leadership to develop a District-wide Sustainability Plan with annual Sustainability Report, in support of the new 5-yr. Strategic Plan and Facilities Master Plan. This scope necessitates teamwork, working inclusively across all departments to define specific sustainability goals after developing a sustainability assessment that includes a baseline greenhouse gas inventory. Implementation strategies and systems to track progress towards goals based on key performance indicator metrics will be developed. Annual Sustainability Report will update progress in broad categories of: administrative policy, green building/CHPS schools, carbon/GHG emissions reductions, energy, water, waste, transportation, purchasing, renewable energy/zero net energy buildings, green cleaning/IAQ/toxics reduction, nutrition/wellness and other initiatives. Innovative financing strategies and new initiatives may be introduced.

**(5) CHPS/Zero-Net Energy(ZNE)/Green Schools & Sustainability-related Grant Development**

Services to identify, apply for, and manage sustainability-related grants or permanent endowment development is included.



**Term**

The schedule for this Scope of Services is effective January 1, 2014 through December 31, 2015.

**Compensation, Payment Terms**

Consultant shall endeavor to invoice the District on a monthly basis in coordination with its Facilities Accounting Schedule at its continued discounted rate of \$150.00/hr. with a not-to-exceed amount of \$258,000 over two years. Monthly invoiced amounts will be variable based on hours expended, and shall not include reimbursables. District shall endeavor to process and make payments based on their monthly Facilities Accounting payment Schedule, within 30 days of invoice. No interest will accrue to late payments; however, Consultant reserves the right to due notice of late payment.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/07/2014

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

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

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675 Attn: IFW</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 510 465-3090</b> <b>FAX (A/C, No): 510 452-2193</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> <b>Greenbank Associates</b> <b>117 Greenbank Avenue</b> <b>Piedmont, CA 94611</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Travelers Property Casualty Co</b></td> <td><b>25674</b></td> </tr> <tr> <td>INSURER B : <b>XL Specialty Insurance Co.</b></td> <td><b>37885</b></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Travelers Property Casualty Co</b>	<b>25674</b>	INSURER B : <b>XL Specialty Insurance Co.</b>	<b>37885</b>	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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## 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		<b>6805417L690</b>	<b>10/11/2013</b>	<b>10/11/2014</b>	<b>EACH OCCURRENCE \$1,000,000</b>
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>					<b>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000</b>
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>					<b>MED EXP (Any one person) \$10,000</b>
	<input checked="" type="checkbox"/> <b>Contractual</b>					<b>PERSONAL &amp; ADV INJURY \$1,000,000</b>
	<b>Liability Included</b>					<b>GENERAL AGGREGATE \$2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:					<b>PRODUCTS - COMP/OP AGG \$2,000,000</b>
	<input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>					<b>\$</b>
A	<b>AUTOMOBILE LIABILITY</b>		<b>BA5418L43A</b>	<b>10/11/2013</b>	<b>10/11/2014</b>	<b>COMBINED SINGLE LIMIT (Ea accident) \$1,000,000</b>
	<input type="checkbox"/> <b>ANY AUTO</b>					<b>BODILY INJURY (Per person) \$</b>
	<input type="checkbox"/> <b>ALL OWNED AUTOS</b>	<input type="checkbox"/> <b>SCHEDULED AUTOS</b>				<b>BODILY INJURY (Per accident) \$</b>
	<input checked="" type="checkbox"/> <b>HIRED AUTOS</b>	<input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>				<b>PROPERTY DAMAGE (Per accident) \$</b>
						<b>\$</b>
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> <b>OCCUR</b>				<b>EACH OCCURRENCE \$</b>
	<b>EXCESS LIAB</b>	<input type="checkbox"/> <b>CLAIMS-MADE</b>				<b>AGGREGATE \$</b>
	<b>DED</b>	<b>RETENTION \$</b>				<b>\$</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<b>WC STATU-TORY LIMITS</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b>	<input type="checkbox"/> <b>Y/N</b>	<b>N/A</b>			<b>OTHER</b>
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>					<b>E.L. EACH ACCIDENT \$</b>
						<b>E.L. DISEASE - EA EMPLOYEE \$</b>
						<b>E.L. DISEASE - POLICY LIMIT \$</b>
B	<b>Professional Liability</b>		<b>DPS9709919</b>	<b>10/11/2013</b>	<b>10/11/2014</b>	<b>\$1,000,000 per claim \$1,000,000 annl aggr.</b>

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

General Liability policy excludes claims arising out of the performance of professional services.

All operations of the named insured.

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District and the State of California, their agents, representatives, employees, trustees, officers, consultants, and volunteers.

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Oakland Unified School District</b> <b>Attn: Tadashi Nakadegawa</b> <b>Dept. of Facilities Planning</b> <b>955 High Street</b> <b>Oakland, CA 94601</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Naomi M. Barrett</i></p>
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## DESCRIPTIONS (Continued from Page 1)

Insurance is primary and noncontributory as per the policy wording.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

#### **NAME OF PERSON(S) OR ORGANIZATION(S):**

Oakland Unified School District  
Attn: Tadashi Nakadegawa  
Dept. of Facilities Planning  
955 High Street

#### **PROJECT/LOCATION OF COVERED OPERATIONS:**

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District and the State of California, their agents, representatives, employees, trustees, officers, consultants, and volunteers.

### **PROVISIONS**

#### **A. The following is added to WHO IS AN INSURED (Section II):**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

#### **B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this



## COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/07/2014

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

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

PRODUCER <b>Dealey, Renton &amp; Associates</b> P. O. Box 12675 Attn: IFW Oakland, CA 94604-2675 510 465-3090	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>510 465-3090</b>	FAX (A/C, No): <b>510 452-2193</b>
INSURED <b>Greenbank Associates</b> 117 Greenbank Avenue Piedmont, CA 94611	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Travelers Property Casualty Co</b>	NAIC # <b>25674</b>
	INSURER B: <b>XL Specialty Insurance Co.</b>	<b>37885</b>
	INSURER C:	
	INSURER D:	
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 CERTIFICATION 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6805417L690	10/11/2013	10/11/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA5418L43A	10/11/2013	10/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Professional Liability</b>			DPS9709919	10/11/2013	10/11/2014	\$1,000,000 per claim \$1,000,000 annl aggr.

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

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All operations of the named insured.

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(See Attached Descriptions)

## CERTIFICATE HOLDER

Oakland Unified School District  
Attn: Tadashi Nakadegawa  
Dept. of Facilities Planning  
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

*Naomi M. Barrett*

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### **SCHEDULE**

#### **NAME OF PERSON(S) OR ORGANIZATION(S):**

Oakland Unified School District  
Attn: Tadashi Nakadegawa  
Dept. of Facilities Planning  
955 High Street

#### **PROJECT/LOCATION OF COVERED OPERATIONS:**

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- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

#### **B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this



## COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	California High Performance Schools	Site	District-wide
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	Greenbank Associates	Agency's Contact	Alice Sung				
OUSD Vendor ID #	V056440	Title	Project Manager				
Street Address	117 Greenbank Avenue	City	Piedmont	State	CA	Zip	94611
Telephone	510-658-8060	Policy Expires	10-11-2014				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	NA						

Term			
Date Work Will Begin	1-22-2014	Date Work Will End By (not more than 5 years from start date)	12-31-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 258,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9599	Measure B	9189901821	5825	\$258,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved		1/16/14
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved		1/16/14
	Associate Superintendent, Facilities Planning and Management			
3.	Signature	Date Approved		
	Deputy Superintendent, Board of Education			
4.	Signature	Date Approved		
	President, Board of Education			
5.	Signature	Date Approved		