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Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date December 10, 2025

Subject General Services Agreement – Kilowatt Engineering, Inc.– Coliseum College Preparatory Academy Site Expansion Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of a General Services Agreement by and between the **District** and **Kilowatt Engineering, Inc.**, Oakland, California, for the latter to provide commissioning services for the **Coliseum College Preparatory Academy Site Expansion Project** in the not-to-exceed amount of **\$98,868.00**, which includes a **contingency fee of \$8,988.00** with work scheduled to commence on **December 11, 2025**, and scheduled to last until **June 30, 2029**.

Discussion Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of a General Services Agreement by and between the District and Kilowatt Engineering, Inc., Oakland, California, for the latter to provide commissioning services for the Coliseum College Preparatory Academy Site Expansion Project in the not-to-exceed amount of \$98,868.00, which includes a contingency fee of \$8,988.00 with work scheduled to commence on December 11, 2025, and scheduled to last until June 30, 2029.

Fiscal Impact Fund 21 Building Fund, Measure J

Attachments

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



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

Legislative File ID No. 25-2594

Department: Division of Facilities Planning and Management

Vendor Name: Kilowatt Engineering, Inc.

Project Name: Coliseum College Preparatory Academy Site Expansion Project **Project No.:** 21113

Contract Term: Intended Start: 12-11-2025 Intended End: 06-30-2029

Total Cost Over Contract Term: \$98,868.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

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

Commissioning services for the Coliseum College Preparatory Academy Site Expansion Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

- Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **December 11, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Kilowatt Engineering, Inc.** (“Contractor” and together with District, the “Parties”).

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

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

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

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

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Ninety-Eight Thousand Eight Hundred Sixty-Eight Dollars (\$98,868.00)**, which consists of a not-to-exceed amount of **Eighty-Nine Thousand Eight Hundred Eighty Dollars (\$89,880.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Eight Thousand Nine Hundred Eighty-Eight Dollars (\$8,988.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

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

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District

may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

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

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

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

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the

information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Any terms and conditions contained in Contractor's proposal, other than those defining the scope of work and price, shall be of no force and effect.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

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

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

(SR801406)

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

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

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

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

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

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

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

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

Address for District Notices:

Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Preston Thomas

Address for Contractor Notices:

Kilowatt Engineering, Inc.
287 17th Street, Ste. 300
Oakland, CA 94612
Attention: Eric Uribe

OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard, President,
Board of Education
12/11/2025

Date



Denise Gail Saddler, Ed.D.,
Interim Superintendent & Secretary of the Board of Education
12/11/2025

Date



Preston Thomas, Chief Systems & Services
Officer
11/04/2025

Date



James Traber, Esq.
Counsel, OUSD
11/4/2025

Date

KILOWATT ENGINEERING, INC.

DocuSigned by:


Signature
11/3/2025

Date

David Gilliland

Vice President
Print Name, Title

EXHIBIT A

Scope of Services



1. Letter of Interest

June 20, 2025

Dear Preston Thomas and Members of the Selection Committee,

We welcome the opportunity to support Oakland Unified School District (OUSD) in creating safe, healthy, and high-performing learning environments for students and staff. We are pleased to propose our commissioning services for the Coliseum College Prep Academy (CCPA) Site Expansion project. Our proposal and Statement of Qualifications reflect our deep expertise, commitment to quality, and longstanding partnership with the district.

kW Engineering is a California-based firm with more than 25 years of experience delivering sustainable mechanical and energy solutions to K-12 and public-sector clients. We bring a unique advantage to this project based on our extensive work with OUSD, our proximity to your campuses, and our technically skilled and experienced team. Our team also consists of Stantec Inc, our building envelope commissioning provider, with whom we have worked on previous OUSD projects.

Our team is uniquely qualified to support OUSD for the following reasons:

Proven Success with OUSD. Over the past decade, kW Engineering has partnered closely with OUSD, providing energy audits, supporting Proposition 39 initiatives, and delivering commissioning services across multiple sites. We are currently serving as the commissioning provider for the Roosevelt Middle School Modernization project and the recently completed Laurel Child Development Center, Claremont Multi-Purpose Room and Cole Administration Center projects.

Cost-Effective Commissioning. Third-party commissioning is one of the most effective quality assurance strategies in construction. Our process—design review, test preparation, and dynamic system testing—delivers value by identifying issues early, avoiding delays, and helping projects stay on schedule and within budget.

Local Expertise. kW Engineering's primary project office is located in downtown Oakland, less than ten miles from Coliseum College Prep Academy.

Highly Technical, Seasoned Staff. Our multi-disciplinary team includes over 70 energy engineers and 14 licensed P.E.s.

Understanding the Interdependence of Systems and People. Our knowledge of HVAC systems, lighting systems, building controls, and on-site power generation, combined with our understanding facility maintenance provides us with a keen perspective on analyzing and optimizing holistic facility performance.

Enthusiastic References. We have a continually growing list of excellent references, including ones from OUSD that can verify the quality of our services.

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

kW Engineering certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District. We acknowledge receipt of addendum 1 and 2 and all additional addendums.

Our team appreciates your consideration of our qualifications. Please do not hesitate to contact me with any questions. We look forward to the opportunity to continue working with OUSD.

Sincerely,

David Gilliland, P.E., Associate Principal

Bid Authorized Point of Contact

David Gilliland | 213.300.8139 | gilliland@kw-engineering.com
fax: 510.834.6421 | Kilowatt Engineering, Inc. d/b/a kW Engineering

2. Firm History Information



kW Engineering (prime)

Based in Oakland, California, kW Engineering has been providing energy efficiency services to the Bay Area for over 25 years. We have earned a reputation for delivering high-quality work, establishing us as a trusted and reliable firm in the energy efficiency industry. Our local office is comprised of 20 energy engineers, including 6 P.E.s, with an additional 60 engineers across our regional offices in Southern California, Utah, Idaho, and New York.

kW strives to be the leading technical expert in identifying opportunities to save energy and enhance our customers' bottom lines. We have extensive experience troubleshooting building systems for a variety of occupancy types including K-12 schools, higher education, office buildings, laboratories, and central utility plants.

As commissioning providers, our approach emphasizes collaboration, accountability, and measurable outcomes. We have extensive experience working with school districts and understand the organizational challenges working with the various stakeholders to achieve project goals.

We are well versed in the Collaborative High-Performance Schools (CHPS) and Title 24 commissioning process and have helped many clients achieve their certification and compliance goals.

Legal Form of Ownership: kW Engineering is a C corporation.

Senior Officials: Principals of kW Engineering include Sanjiv Devnani, David Gilliland, Devan Johnson, Antonio Huizar, Lincoln Harmer, and Christina Johnson

Number of Years in Business: kW Engineering was established in 1998.

Types of Businesses Conducted: Our services cover all aspects of energy projects including energy efficiency project development (strategic energy planning, benchmarking, energy audits, due diligence reviews), retro-commissioning (RCx), construction management, measurement & verification, and systems commissioning.



Stantec (sub-consultant)

For the OUSD CCPA Site Expansion project, kW Engineering is partnering with Stantec to provide the optional scope of building envelope commissioning. We previously teamed with kW Engineering for commissioning of the OUSD Cole Administration building and Claremont MPR expansion. For this project we will use the same team: David Markman

P.E. will serve as the Principal-in-Charge and Casey Moore P.E. will serve as the Building Envelope Commissioning Provider (BECxP) along with the assistance of Building Envelope staff in our Oakland office. Our goal as a project team is to serve you and bring real value to this project.

With over 70 years of experience, Stantec is a global industry leader, employing a diverse team of professionals, including architects, engineers, project managers, consultants, scientists, drafters, and designers. Our team of approximately 32,000 experts across 450 locations worldwide brings deep knowledge and expertise to every project. We are committed to delivering high-quality results with consistency and technical excellence, ensuring reliable and efficient outcomes regardless of scope or location. As a full-service provider, Stantec offers a comprehensive range of new construction services, including, but not limited to, building science, mechanical engineering, and structural engineering- making use a true one-stop shop for all your building needs.

Legal Form of Ownership: Stantec is a publicly registered Canadian business corporation. NYSE: STN.

Senior Officials: Gord Johnston is Stantec's President & CEO

Number of Years in Business: Stantec was established in 1954.

Type of Businesses Conducted: Stantec is an international professional service company in the design and consulting industry.

2.1 kW Engineering Philosophy

A good building is safe, energy efficient, comfortable and easy to maintain. Achieving these criteria starts during design and continues through building operations. As experienced commissioning providers, we strive to make our projects successful. We understand the challenges of balancing design goals with construction feasibility, while also ensuring projects stay on schedule and on budget.

Our role is to provide an independent assessment of project design and construction to streamline project progress. Our goal is not to merely find problems but to also facilitate solutions. We take a collaborative and iterative approach to our commissioning services and work with all stakeholders to resolve issues that invariably arise during construction. Our technical expertise combined with our clear and concise communication style make us well suited to advise OUSD. We propose to take the following approach for this project.

2.1.1 Pre-Design Phase

During the pre-design review, we will work to ensure project expectations are clearly reflected in the OPR and BOD documents. Our role is to facilitate coordination between the OUSD Buildings and Ground (B&G) maintenance staff, design teams and district representatives to ensure all stakeholder concerns are addressed and reflected in the base design documents.

2.1.2 Design Phase

During design review, we will work in close coordination with the design teams to ensure project expectations are clearly reflected in the specification and construction documents (CD) sets.

In particular, we strongly emphasize review of the building management system control design. Too often design intent is substituted for clear, actionable control sequences, typically resulting in poor system performance. To prevent this, we take a collaborative, iterative approach to controls development to bridge the gap between the design and control teams.

We have extensive experience developing sequences of operation and acceptance criteria in conjunction with the engineer of record. Our hands-on experience working in the trenches of controls integration and programming allows kW to provide a much deeper dive into the efficacy of the controls system design. Our expertise in communication protocols, BMS hardware and network architecture have greatly improved control designs in our past projects.

The design is finished when comprehensive sequences, network architecture and points lists have been agreed upon by the EOR, Cx, and Owner groups. With this approach, we have found that controls submittals are of much higher quality, which minimizes construction start-up periods thus eliminating waste and streamlining the process.

2.1.3 Construction Phase

Submittal and RFI Review

In preparation for functional testing, we will review select submittals and RFIs pertaining to our Cx scope. While we defer approval or rejection to the EOR teams, our reviews serve to keep us updated on latest design developments as well as provide the project team with an extra layer of quality assurance.

Whenever there is an outstanding issue, we prefer to facilitate meetings between the design and contractor teams to talk out and seek an immediate resolution, rather than engage in a lengthy back-and-forth RFI process that may delay the schedule.

Pre-Functional Checklists and Field Visits

Our mantra during construction is 'early and often'. We find it best to be involved throughout the construction phase - the earlier the better. kW will prepare pre-functional checklists to track systems start-up progress, TAB and coordinate site visits through the general contractor.

While start-up form tracking and review is an effective way to prepare for testing, there is no substitute for the ability to be physically present and interact directly with the stakeholders. When feasible, we are present during select start-up and TAB activities. These site visits are critical for us to build a working relationship with the construction team as we review construction progress.

2.1.4 Acceptance Phase

Functional Performance Testing

We write the functional tests in tandem with controls development to identify any logic or hardware issues early. This is critical to ensure that the data points and network communication needed for functional testing are included in the design documents. In line with our early and often approach, we prefer to break up functional testing into sections when feasible.

First is bench testing of the BMS controllers, where we witness that the BMS controllers can establish communication via BACnet, MS/TP, etc. with the various HVAC equipment, lighting control systems or power meters within the integration scope.

Next, we have the controls contractor demonstrate the sequence of operations programming logic using simulation software. This is done remotely. Once the logic has been checked and programming loaded onto the controllers, we witness the contractor execute the test scripts onsite while kW engineers perform measurement and verification.

The test and resolution process repeats until the system has proven to meet the sequence of operations. This step-by-step functional performance testing approach has allowed us to find deficiencies as construction progresses, rather than finding them all at once at the end of construction thus ensuring a smooth startup and live process.

O&M Manual and Training Reviews

As the final tasks during the construction phase, we will review that the Operation and Maintenance manuals have been delivered to ensure the facility teams have the necessary information to perform ongoing operations. This includes verifying that training agendas are prepared and training sessions documented per specification requirements.

Substantial Completion Commissioning Report

kW will issue a substantial completion report at the end of construction detailing our findings including punchlist items, final schedules and setpoints and any issues that may affect energy efficiency or building comfort that maintenance teams should be aware of.

2.1.5 Post-Occupancy Review

During post-occupancy, kW will perform one last site visit to re-evaluate building performance several months into occupancy once building loads are present and maintenance staff is familiar with building operations. Our onsite goals are to:

1. Review Building Management System (BMS) trend data.
2. Conduct building engineer staff interviews.
3. Revisit issues identified at the end of construction during initial commissioning.
4. Document any changes to building operations since substantial completion.
5. The commissioning report will be finalized with the post-occupancy findings.

Our experience allows us to deliver well commissioned buildings that meet high-performance building standards, and more importantly meet the functionality and intent of the building in terms of occupant comfort, indoor air quality and maintenance.

2.1.6 Stantec Firm Philosophy

Philosophy: Stantec's philosophy centers on collaboration, community engagement, and integrated problem-solving to deliver high-performing, sustainable spaces that reflect the needs of the people they serve. This approach is especially well-suited for school projects, where partnership with district administration officials, community stakeholders, and facilities staff is essential. Stantec prioritizes early and ongoing communication to align project goals with educational objectives, operational requirements, and community values.

To work effectively with district and community partners, Stantec facilitates collaborative planning sessions, develop clear workflows and decision-making protocols that streamline coordination with the project team and stakeholders.

Stantec meets project schedules by assigning a dedicated project manager and utilizing project managements software and procedures, including milestone tracking, risk assessments, and regular status reporting in order to monitor progress and maintain accountability.

As a subconsultant, Stantec will proactively support the team by engaging permitting authorities and code officials early in the design process and maintaining regular communication to minimize surprises. Stantec will help navigate

and mitigate potential approval delays to proactively keep the project on schedule while ensuring quality, compliance, and alignment with OUSD's goals.

Our Expertise The Stantec Building Enclosures team is one of the most experienced and recognized groups in North America in the field of building enclosure consulting and commissioning. We bring industry-leading expertise and a proven track record in Building Enclosure Commissioning (BECx) across North America. Our team has successfully delivered BECx services on more than 250 projects, many of which have pursued and achieved LEED v4 Enhanced Commissioning credits for the building envelope. This also includes two recent projects for OUSD seeking to meet the BECx criteria outlined by CHPS. We actively contribute to advancing industry best practices, having supported the U.S. Green Building Council (USGBC) in developing the online education component for LEED v4 Building Envelope Commissioning and regularly leading workshops on achieving BECx credits under LEED v4 and v4.1. Our expert practitioners are also involved in developing training modules for the International Institute of Building Enclosure Consultants (IBEC) Certified Building Enclosure Commissioning Provider (CBECxP) program.

Our multidisciplinary team combines a deep expertise in Building Science, Energy Systems, Building Codes, and Architectural Science to deliver a comprehensive, integrated approach to enclosure commissioning. We apply industry standards and best practices – including ASHRAE Guideline O, NIBS Guideline 3, ASTM E2947, and E2813 – to provide robust management of design review, performance analysis, testing, and documentation throughout the commissioning process.

Our approach is grounded in a clear understanding of the scientific principles that govern enclosure performance under real-world environmental conditions. We focus on critical aspects such as rainwater management, air leakage control, vapor diffusion, and psychrometric behavior, combined with a comprehensive awareness of constructability and sound building practices.

This unique blend of technical knowledge and practical experience is one of the greatest strengths we bring to our clients. Through active involvement in research, field investigations, and performance testing of enclosure systems, our team provides clients with insights and guidance to help deliver durable, resilient, and energy efficient building enclosures that perform over the long term.

Our goal as a project team is to serve you and bring real value to these projects. By doing so, we hope to foster an ongoing relationship for future projects. We will accomplish this goal by providing the appropriate level of BECx scope of work that not only meets the project requirements but is cost-effective and still brings substantial value to the project team.

Stantec team: The Stantec Building Enclosure team leverages extensive commissioning, assessment, and forensic experience to identify multiple viable solutions to building envelope challenges throughout design, construction, and post occupancy phases. Our collaborative approach emphasizes clear communication of options to the project team and Owner – highlighting trade-offs in terms of performance, durability, cost, and schedule. This flexibility allows us to tailor recommendations to best meet each project's specific needs and constraints, while always providing clear primary recommendations aligned with the Owner's Project Requirements (OPR) and Basis of Design (BOD).

Team members selected for the OUSD Coliseum College Prep Academy Expansion BECS bring a wide range of experience in enclosure system design, construction oversight, field testing, and forensic investigation – covering all phases required to successfully deliver BECx on projects of varying scale and complexity.

Resumes for key personnel can be found at the end of this proposal.

2.2 Ability to Meet Schedule

We understand that schedules may change for a variety of reasons. Critical to our past success with OUSD project teams is our ability to respond quickly to accommodate schedule changes.

Fundamental to our responsiveness is our strong local presence in Oakland. We have multiple personnel cognizant of project progress, and we have weekly meetings to assess and address ongoing efforts. Our proximity to CCPA will ensure prompt action and ability to navigate schedule adjustments efficiently.

We have demonstrated a proactive stance in communicating with team members to ensure potential problems are addressed in a timely manner.

Project Management and Coordination

Project success depends on effective communication and organization. kW will facilitate coordination meetings throughout the commissioning process. Meetings will have clear agendas prepared and meeting notes posted within 2 days. A commissioning plan shall be developed and continuously updated, and all milestones and deliverables shall be tracked and shared with team members.

The best way to ensure that owner's requirements are met is to keep them at the forefront of the project. kW strives to always put the owner's requirements first and is willing to be their advocate. We have consistently proven that we *will not pass off items during testing unless they are installed and functioning per the design*. Our responsibility as CxAs is not to make the contractors happy, but to ensure the building is being completed correctly. We are another set of eyes and ears to help the owners be aware of anything that will impact those requirements.

Coordination with Project Team

Effective coordination with the project team is essential to the project's success. Our approach ensures seamless collaboration, clear communication, and efficient management of all stakeholders involved, including the Project Manager, Sustainability & Energy team, building occupants, and the Controls team. Success is measured by on-time delivery, stakeholder satisfaction, and efficient problem-solving, ensuring alignment with the OUSD's goals for a successful Cx project. Our team ensures seamless coordination through:

- **Project Leadership:** Led by Project Manager Eric Uribe P.E., who oversees all Cx activities, facilitates regular meetings, and maintains clear communication with all stakeholders.
- **Strategic Oversight:** David Gilliland, Vice President of Energy & Decarbonization, will serve as Principal-in-Charge, providing contractual guidance and strategic oversight. He will be supported by Joe Doss, Director of Commissioning, who will contribute to quality assurance and technical oversight. Joe's Certified Commissioning Professional (CCP) meets the district's current requirements for CHPS.
- **Communication Plan:** Includes a kick-off meeting, weekly updates, monthly progress reviews, and real-time performance dashboards, keeping all parties aligned and informed.
- **Stakeholder Engagement:** Regular check-ins, transparent reporting, and open dialogue to ensure full engagement and timely decision-making.
- **General Contractor Collaboration:** Work with the GC to mitigate risks in the field by identifying errors and omissions during design to save potential schedule and budget impacts by reducing subcontractor rework.
- **Sub-Consultant Management:** Clear roles, direct communication, and regular performance reviews to align sub-consultants with project goals.
- **Oversight and Issue Resolution:** Daily monitoring, prompt escalation, and decision-making to maintain progress and address challenges.
- **Continuous Improvement:** Regular feedback and lessons learned sessions to refine practices.

EXHIBIT B

Hourly Rates

2.4 Litigation

kW Engineering has never been party to any litigation in the history of its operation.

3. Professional Fees

Our fees reflect the following assumptions:

- Commissioning tasks reflect CHPS requirements EE P2.0
- kW personnel have the eligible certification required for enhanced commissioning EE C2.1.1, worth 1 point.
- Weekly meetings are to be held on a weekly basis once permanent power is established.
- We propose to test all HVAC units and perform trend review at substantial completion.
- We propose to do seasonal re-testing 3-6 months after substantial completion.
- We propose to perform final trend review at 10-month post occupancy review.

Overall, our proposed approach and fees reflect a thorough and comprehensive effort. Based on our experience of past OUSD projects, we feel this level of effort is required to ensure that project goals are achieved

Phase	Task	Hours	Fee
Design	Pre-Design Review	20	\$4,840
	Design Review	48	\$11,460
	Cx Plan	24	\$5,470
	Sub-Total	92	\$21,770
Construction	Commissioning Meetings	36	\$9,250
	Submittal Review	24	\$5,910
	Pre-Functional Testing	24	\$5,470
	Site Observations	16	\$3,970
	Sub-Total	100	\$24,600
Acceptance	Functional Testing	72	\$16,930
	O&M Review	20	\$4,680
	Verify Training	12	\$2,800
	Cx Report	24	\$5,610
	Sub-Total	128	\$30,020
Post Construction	Seasonal Testing / Trend Review	12	\$2,800
	Post Occupancy Review	24	\$5,960
	Sub-Total	36	\$8,760
All	Project Management	20	\$4,730.00
Total		376	\$89,880.00
10% Contingency Fee			\$8,988
Project Total NTE			\$98,868.00

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Hourly Rates

These rates will remain in effect through December 31,2027. Should a contract extension be required, or if the project schedule extends into 2028, the rates will be subject to review and adjustment.

Hourly Rates	
Title	Hourly Rate
Principal Associate Principal	\$311
Director Lead Engineer II	\$278
Engineering Manager / Commissioning Manager / IT Manager Data Scientist Lead Engineer	\$257
Senior {Engineer/Consultant/Data Analyst} II Senior Commissioning Agent	\$244
Senior {Engineer/Consultant/Data Analyst/Developer} Commissioning Agent	\$234
Project Engineer / Data Analyst II / Program Manager	\$222
Engineer / Data Analyst / Consultant / Systems Integrator	\$212
Technician	\$161
Project Coordinator	\$143
Intern	\$128
Administrative	\$112

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EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

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

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

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

ATTACHMENT A

Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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

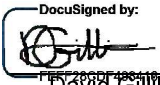
Entity Name:	<u>Kilowatt Engineering, Inc.</u>
Date of Entity's Contract with District:	<u>December 11, 2025</u>
Scope of Entity's Contract with District:	<u>Commissioning services</u>

I, David Gilliland [insert name], am the Vice President [insert "owner" or officer title] for Kilowatt Engineering, Inc. [insert name of business entity] ("Entity"), which entered a contract on December 11, 20 25 with the District for Commissioning services.

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

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

Date: 11/3/2025, 20__

Signature: 
 Typed Name: David Gilliland
 Title: Vice President
 Entity: Kilowatt Engineering, Inc.

Memorandum:**Date:** Jun 11, 2025**To:** Coland Jang**CC:** Kenya Chatman, David Colbert, Pranita Ranbhise, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Brijan Patel, Ellen Clements, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown**From:** Tiffany Knuckles**Subject:** LBU Memo - Districtwide - Scope Specific - Commissioning Agent Services

Greetings Mr. Jang -

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/3L/3LRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Referenced Scope: Commissioning Agent Services

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

LBU Recommendation:

Full LBU Waiver -

Expiration:

2 Years -

If there are any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Helen Jang PHONE (A/C, No, Ext): 626-696-1892 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
License#: 6003745 KIL0ENG-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : US Specialty Insurance Company</td><td>29599</td></tr><tr><td>INSURER B : HARTFORD INSURANCE COMPANY</td><td>38288</td></tr><tr><td>INSURER C : Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER D : Nutmeg Insurance Company</td><td>39608</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : US Specialty Insurance Company	29599	INSURER B : HARTFORD INSURANCE COMPANY	38288	INSURER C : Hartford Underwriters Insurance Company	30104	INSURER D : Nutmeg Insurance Company	39608	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Kilowatt Engineering, Inc. dba: KW Engineering, Inc 287 17th Street, Suite 300 Oakland CA 94612															

COVERAGES

CERTIFICATE NUMBER: 1355164140

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	57SBWBS7TF3	5/9/2025	5/9/2026	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 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	57UEGBF4187	5/9/2025	5/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	57WEGRT1031	4/2/2025	4/2/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Form		Y	USS2535578	4/2/2025	4/2/2026	Per Claim \$3,000,000 Aggregate Limit \$3,000,000

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

All operations of the named insured, Oakland Unified School District, and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named as Additional Insured's to General Liability per policy form wording. Insurance is Primary.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District
Director of Facilities
955 High Street
Oakland CA 94601

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE:

1. The following provision is added to Paragraph 2. Aggregate Limits:

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph 2. Aggregate Limits:

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

B. The following changes are made to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Coliseum College Preparatory Academy Site Expansion Project	Site	232
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Basic Directions

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

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

Contractor Name	Kilowatt Engineering, Inc.	Agency's Contact	Eric Uribe
OUSD Vendor ID #	002451	Title	
Street Address	287 17th Street, Suite 300	City	Oakland
Telephone	510-834-6420	State	CA
		Zip	94612
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No	
OUSD Project #	21113		

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-11-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2029
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$98,868.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9859	Fund 21, Measure Y	210-9655-0-9859-8500-6289-232-9180-9906-9999-21113	6289	\$98,868.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature <i>Pranita Ranbhise</i>	Date Approved	11/05/2025		
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	11/4/2025		
3.	Chief Systems and Services Officer				
	Signature <i>[Signature]</i>	Date Approved	11/04/2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			