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Enactment Number	14-0538
Enactment Date	3/26/14



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, Business Operations JEN
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date March 26, 2014

Subject Independent Consultant Agreement for Professional Services - Strategic Energy Innovations - Division of Facilities Planning and Management Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Strategic Energy Innovations for Environmental Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$64,500.00. The term of this Agreement shall commence on March 26, 2014 and shall conclude no later than April 9, 2015.

Background Climate Corp. Bay area is a program of Strategic Energy Innovations to provide a 10-month Fellowship program that provides significant professional development opportunities for climate protection leaders.

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, 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 Strategic Energy Innovations for Environmental Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$64,500.00. The term of this Agreement shall commence on March 26, 2014 and shall conclude no later than April 9, 2015.

Fiscal Impact

General Obligation Bond Fund 21

Attachments

- Independent Consultant Agreement including scope of work
- Climate Corp. Bay Area Proposal

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Division of Facilities Planning and Management

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 21st day of February, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and Strategic Energy Innovations ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to:

- Receive experiential learning opportunities through placements with regional climate protection leaders;
- See first-hand how to address climate change by implementing assessment, education, and mitigation projects that have measurable benefits;
- Build critical real-world project management skills as they measure, track and report outcomes to community partners.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence March 26, 2014 and conclude no later than June 30, 2016.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Sixty-four thousand five hundred dollars and no cents (\$64,500.00). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District

for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or

patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives,

officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

14. Insurance.

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

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

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

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **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:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

Cyane Dandridge
Strategic Energy Innovations
899 Northgate Drive, Suite 410
San Rafael, CA 94603

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

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

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

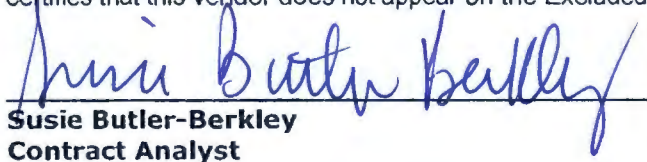
35. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

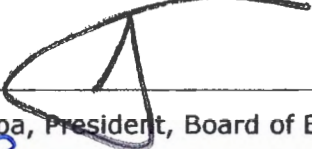
38. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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


Susie Butler-Berkley
Contract Analyst

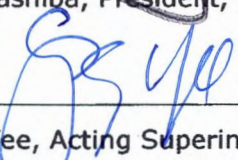
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



David Kakashiba, President, Board of Education

Date: 3/27/14



Dr. Gary Yee, Acting Superintendent and
Secretary, Board of Education

Date: 3/11/14



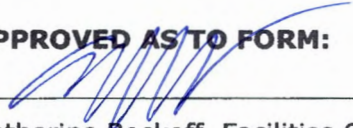
Timothy White, Associate Superintendent Facilities
Planning and Management

Date: _____

STRATEGIC ENERGY INNOVATIONS



APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 3-4-14

Information regarding Consultant:

Consultant: Strategic Energy Innovations 68-0404081:
License No.: n/a Employer Identification and/or Social Security Number
Address: 899 Northgate Dr, Ste. 410
San Rafael, CA 94903
Telephone: 415-507-2181
Facsimile: 415-507-1975
E-Mail: sei@seiinc.org
Type of Business Entity:
☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: CA (non-profit)
☐ Limited Liability Company
☐ Other: _____

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.

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date:

2/27/14

Proper Name of Consultant:

Strategic Energy Innovations

Signature:

Cyane Dandridge

Print Name:

Cyane Dandridge

Title:

Executive Director

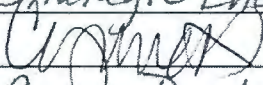
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 2/27/14
Proper Name of Consultant: Strategic Energy Innovations
Signature: 
Print Name: Cyane Dandridge
Title: Executive Director

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date:

2/27/14

Proper Name of Consultant:

Strategic Energy Innovations

Signature:

Cyane Dandridge

Print Name:

Cyane Dandridge

Title:

Executive Director

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement.

(PLEASE SEE THE ATTACHED PROPOSAL FROM STRATEGIC ENERGY INNOVATIONS)



Gmail - Search, Send, and Manage your email

Contracts**EXHIBIT A****Susie Berkley** <susie.berkley@ousd.k12.ca.us>

Fri, Feb 21, 2014 at 3:37 PM

To: cyane@seiinc.org

Cyane:

Please give me a description of the Climate Corp goals and objectives. Thank you.

—

Susie Butler-Berkley
Contract Analyst
Division of Facilities, Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601
Office: (510) 535-7079
Fax: (510) 535-7082
Email: susie.berkley@ousd.k12.ca.us

Nathan McKenzie <nathan@seiinc.org>

Mon, Feb 24, 2014 at 8:42 AM

To: susie.berkley@ousd.k12.ca.us

Cc: Cyane Dandridge <cyane@seiinc.org>, Stephen Miller <stephen@seiinc.org>

Hello Susie,

Below is a description of the Climate Corps goals and objectives. Please let me know if you'd like any additional program information.

Climate Corps Bay Area is a 10-month Fellowship program that provides significant professional development opportunities for emerging climate protection leaders through implementation of climate change resiliency projects with local governments, non-profits and for-profit businesses. CCBA Fellows,

- Receive experiential learning opportunities through placements with regional climate protection leaders.
- See first hand how to address climate change by implementing assessment, education, and mitigation projects that have measurable benefits.
- Build critical real-world project management skills as they measure, track, and report outcomes to community partners.

Fellows participate in a comprehensive training program that gives an overview of climate change issues, strategies for tackling climate change and approaches to building community resiliency in California.

Best,

Nathan

Nathan McKenzie
Project Coordinator
Strategic Energy Innovations
899 Northgate Drive, Suite 410
San Rafael, CA 94903

415-507-1432 Phone

415-507-1975 Fax



On Feb 23, 2014, at 8:43 AM, Stephen Miller <stephen@seiinc.org> wrote:

From: Susie Berkley <susie.berkley@ousd.k12.ca.us>

Date: February 21, 2014 at 3:37:34 PM PST

To: cyane@seiinc.org

Subject: Contracts

[Quoted text hidden]



Thank you for your partnership with Climate Corps Bay Area

To complete the application process for the 2013-2014 Climate Corps Bay Area Program Year an MOU or Contract with Strategic Energy Innovations must be fully executed. This document will be used to confirm the information you agreed upon in your Application.

Your organization can either:

1. **Use the Climate Corps Bay Area MOU to execute your commitment.** For this option, please continue to complete this current electronic signing process.
2. **Incorporate the MOU below into a Host Agency Specific Contract.** If your organization would prefer to incorporate the Climate Corps Bay Area MOU into a more in depth contact, please notify Kif Scheuer at kif@seiinc.org, and he will assist you through that process.

Climate Corps Bay Area Staff are available to assist you in every step of this iterative process. We are happy to help you decide if a Contract or MOU best fits your organization's needs, as well as provide sample Contracts from previous service years. Additionally Site Partners may choose to set aside additional funding to use for commuting costs, trainings, or benefits at the outset of the program. If you are interested in this option, Climate Corps Bay Area Staff should be notified to ensure the set amount is included in your MOU/Contract.

ARTICLE IV – KEY OFFICIALS

The individuals listed below are identified as key personnel considered essential to the project being performed under this Memorandum of Understanding

For SEI

Job Title: Execetutive Director, SEI
Name: Cyane Dandridge
Address: 899 Northgate Dr. Suite 410
 San Rafael CA 94903
Phone Contact: 415-507-2184
Email Contact: cyane@seiinc.org

For Host Agency: Oakland Unified School District
Job Title Facilities Coordinator
Name Cesar Monterrosa
Address 955 High St. Oakland Ca
Phone Number 510 535 7053
Email Contact cesar.monterrosa@ousd.k12.ca.us

No change in key officials will be made by either SEI or Host Agency without written notification thirty days in advance of the proposed change. The notification will include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work.

ARTICLE V –PAYMENT

Host Agency will provide SEI with \$19,500+ 2,000 (for Expenses) per Fellow and requests three Fellows for the Program Year for a total payment amount of: \$58,500 + \$6,000 = \$64,500 to support the implementation of the program. Host Agency will complete payments within 30 days of receiving invoices. The invoices will be dispersed according to the following schedule:

- Invoice 1:
 - Due: January 1, 2013
 - Amount: \$29,250 + 6,000
- Invoice 2:
 - Due: April 1, 2014
 - Amount: \$29,250+0

The additional amount of [\$6,000] for Reimbursable/Program Expenses will be charged in the first invoice. These Reimbursable/Program Expense funds will be available for the Host Agency to use for Host Agency specific costs such as transportation to school sites, trainings, program costs and other benefits as seen as necessary. Host Agencies will be able to access funds by completing a Climate Corps Bay Area Expense Report and submitting it to the SEI Program Director. Funds will be able to be dispersed to Fellows, Site Supervisors, OUSD, and other individuals specifically identified by the Host Agency. SEI requests a month notice for distribution of these funds. This Expense Account shall be separately maintained, with monthly activity and balance reported to Site Supervisor/Host Agency through the CCBA online portal. Any unused funds remaining at the end of this MOU Agreement shall be returned within 60 days to the Host Agency, per its directives.

**Memorandum of Understanding (MOU) between
Strategic Energy Innovations and the Capitol Corridor Joint Powers Authority
October 1, 2013 – Aug. 30, 2014**

SUBJECT: Climate Corps Bay Area

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Strategic Energy Innovations, hereinafter referred to as SEI and the Oakland Unified School District hereinafter referred to as "Host Agency". Collectively, SEI and the Oakland Unified School District are hereinafter referred to as the "Parties."

ARTICLE I – BACKGROUND AND OBJECTIVES

SEI is collaborating with public, non-profit, and for-profit organizations in the San Francisco Bay Area to recruit, train, and place Fellows with Host Agencies where they will be provided with experiential learning opportunities as they assist in implementing climate change resiliency programs. The Fellows' term of service is from October 7, 2013 to August 30, 2014. While participating in Climate Corps Bay Area, Fellows will complete 1700 hours. During their term of service, Fellows will implement programs that provide significant professional development experience through the implementation of climate resiliency projects. Fellows will devote approximately 80% of their time to experiential learning activities, and up to 20% of their time to specific training (both with their Host Agency and with CCBA staff). If a Fellow is unable to complete their full 1700 hours by August 15th due to any unforeseen circumstances during their term they may, at the discretion of SEI and the agency, be allowed time to complete their hours at the agency, or at another approved agency where there are service opportunities available.

The mission of Climate Corps Bay Area is to deliver a 10-month Fellowship program that provides professional development opportunities for emerging climate protection leaders through implementation of climate change resiliency projects with local governments, non-profits and for-profit businesses. CCBA Fellows,

- Receive unparalleled experiential learning opportunities through placements with regional climate protection leaders.
- See first hand how to address climate change by implementing assessment, education, and mitigation projects that have measurable benefits.
- Build critical real-world project management skills as they measure, track, and report outcomes to community partners.

Fellows participate in a comprehensive training program that gives an overview of climate change issues, strategies for tackling climate change and approaches to building community resiliency in California.

The Parties will work in partnership to promote the MOU, and its benefits to the Project and community at large.

ARTICLE II – STATEMENT OF PROJECT ACTIVITIES

Though Climate Corps Bay Area, SEI agrees to:

- Recruit and assist in selection of a CCBA Fellow for a commitment of 1700 hours over a period of 10 months,
- Train and support Fellow with a comprehensive training program that includes a training manual, a multi-day orientation led by an array of experts, monthly trainings, a mid-year 2-day retreat, and two

Professional Development Assessment reviews.

- Work with the Host Agency to develop a specific Fellowship Scope for specific Host Agency initiatives that aligns with CCBA goals and defines the Training Plan for the Fellow.
- Provide assistance in defining and developing metrics for the Fellow to measure and track the progress of project activities throughout their Fellowship.
- Provide monthly follow-ups to review progress with Site Supervisor and Fellows.
- Define and implement any corrections to Fellow's plan determined to be necessary based on feedback collected from Fellow and Host Agency.

Host Agency agrees to:

- Take part in the recruitment and interview process to identify a Fellow best fitted for the specific projects' needs.
- Provide one to three specific climate resiliency initiatives that their Fellow can work on during their term of service.
 - Initiatives must be well-defined, approved for implementation and include specific learning objectives.
 - Host Agency will work with SEI to finalize a mutually agreed-upon Fellowship Scope no later than 1 month after the Fellow arrives on site.
- Assign a Site Supervisor who will be available to meet at least weekly with the Fellow for one-on-one project meeting time, coordinate other necessary staff supervision needed for successful implementation of the Fellowship Scope, gather and report on in-kind supervisory hours (at least 15/month) across all relevant staff within the organization with Fellow.
- Support Fellow to complete monthly reporting to SEI indicating whether progress is being made on the initiatives.
- Provide feedback on Program and Fellow effectiveness
 - two times a year, fill out and submit a Professional Development Assessment to provide feedback on Fellow activities
 - Participate in program wide-conference calls to discuss program progress
 - Respond to Host Agency feedback surveys as requested
- Attend or send a representative to Partner Orientation.
- Only hire Fellow to work part-time in program or service area unrelated to SEI community service programs; Agency may not hire the Fellow for like projects until and unless Fellow completes his/her entire program year of service.
- Refrain from using the Fellow for displacement of a host agency employee.
- Allow SEI to share results from this program through grant reporting and other means as SEI deems appropriate.
- Provide program-wide support through either
 - Delivery of at least 1 all-day training event for all Fellows or
 - Participation in an advisory committee quarterly for 2 hours.

ARTICLE III – TERM OF AGREEMENT

This MOU will become effective on the date of final signature and shall continue in full force and effect through Aug. 30, 2014. In the chance that the MOU must be terminated prior to Aug. 30, 2014, a reimbursement will be issued for match funds, up until till May 1, 2014. The match is used throughout the year for Fellow stipends, benefits, training, and programatic costs; all Host Agency match funds will have been absorbed by the program by the May 1st deadline.

ARTICLE VI - TERMS

It is mutually agreed by all Parties to this MOU that:

- In the event that a Party no longer approves implementation of any of the provisions referenced in this MOU, the individual Parties agree to promptly confer to determine what, if any, modifications to this MOU should be made to address the issue(s) of concern.
- In the event that a Party no longer desires to be a part of this MOU or any modification(s), then the individual Party in their sole discretion may terminate their relationship within this MOU.
- Written notice must be provided by the Party desiring to withdraw from the MOU at least thirty days prior to termination.
- Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MOU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while occupying or visiting the premises under and pursuant to the MOU.

ARTICLE VII – AUTHORIZING SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this MOU on the date(s) set forth below.

Strategic Energy Innovations

Cyane Dandridge, Executive Director, SEI

Date

Oakland Unified School District


Cesar Monterrosa / OUSD Facilities Coordinator

2/19/2014

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2014

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 Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227	CONTACT NAME: Vanessa Weidauer / Denise J. Billings	
	PHONE (A/C, No, Ext): (415) 898-1600	FAX (A/C, No): (415) 898-3922
INSURED Strategic Energy Innovations 899 Northgate Dr Ste 410 San Rafael CA 94903	E-MAIL ADDRESS: vanessa@properlyinsured.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Insurance Co	
	INSURER B: Travelers Indemnity Co of Ill 25674	
	INSURER C: Lloyds of London	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL13112608820

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		660435X121A	6/12/2013	6/12/2014	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			660435X121A	6/12/2013	6/12/2014	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			UB0955B201	1/1/2014	1/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Professional Liability			EL00-53-0196-2013	4/4/2013	4/4/2014	Each & Every Claim \$1,000,000
							Aggregate \$1,000,000

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

Certificate holder is named as additional insured per form CG D4 43 07 08 attached.

CERTIFICATE HOLDER**CANCELLATION**

susie.berkley@ousd.k12.ca. Oakland Unified School District Attn: Susie Butler-Berkley, Contract Analyst 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 V I Weidauer/NESSA <i>Vanessa Weidauer</i>

COMMERCIAL GENERAL LIABILITY

- b. Does not include any person who is your "employee", "temporary worker" or "independent contractor".

"Not-for-profit invitee property damage" means "property damage" to personal property owned or rented by a "not-for-profit invitee", other than any of the following property:

- a. Accounts, bills, currency, deeds, money, notes, securities or debt instruments;
- b. Mechanical drawings, blueprints, documents, records, manuscripts or valuable papers; or
- c. Contraband or other property in the course of illegal transportation or trade.

B. SPECIAL EVENT PREMIUM RATING

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Special Event Premium Rating

- a. The Not-For-Profit Entity Amendatory Endorsement includes the following:
 - (1) All indoor events with less than 1000 attendees and shorter than 24 hours in duration; and
 - (2) All outdoor events with less than 500 attendees and shorter than 24 hours in duration.
- b. The following events will be rated separately for additional premium:
 - (1) Any event that exceeds the attendees or duration described in a.(1) or a.(2) above;
 - (2) Any parade, fair or carnival; or
 - (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

C. SPECIAL EVENT DESIGNATED PRODUCTS

- 1. The following is added to the definition of "products-completed operations hazard" in the **DEFINITIONS** Section:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent, on premises used by you for a special event related to your business, or on the ways next to any such premises you own or rent, or use for a special event.

- 2. The following is added to the **DEFINITIONS** Section:

"Designated products" means apparel, buttons, CDs, DVDs, tapes, posters, stickers and other similar products used to promote a special event related to your business.

D. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., **Knowing Violation Of Rights Of Another**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

E. WHO IS AN INSURED – YOUR LIABILITY FOR YOUR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE (EXCESS BASIS)

- 1. The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations.

- 2. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

F. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOT-FOR-PROFIT ENTITY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Not-For-Profit Invitee Property Damage Legal Liability B. Special Event Premium Rating C. Special Event Designated Products D. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion E. Who Is An Insured – Your Liability For Your Conduct Of Unnamed Partnership Or Joint Venture – (Excess Basis) | <ul style="list-style-type: none"> F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers G. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Premises H. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Operations I. Blanket Additional Insured – Persons Or Organizations Where Required By Written Contract Or Agreement |
|--|--|

PROVISIONS

A. NOT-FOR-PROFIT INVITEE PROPERTY DAMAGE LEGAL LIABILITY

1. The following is added to Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraph (4) of this exclusion does not apply to "not-for-profit invitee property damage" caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Because of your operations.

This exception does not apply to "not-for-profit property damage" caused by:

- (i) Rupture, bursting, or operation of any pressure relief device;

- (ii) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

- (iii) Explosion of any steam boiler, steam pipe, steam engine, or steam turbine.

2. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages because of "not-for-profit property damage" sustained by all "not-for-profit invitees" is \$15,000.

3. The following are added to the **DEFINITIONS** Section:

"Not-for-profit invitee":

- a. Includes any of your clients, customers, guests, members, patrons, supporters and "volunteer workers".

COMMERCIAL GENERAL LIABILITY

- provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less:
- (2) If such insured is an architect, engineer or surveyor, the insurance provided to such insured does not apply to "bodily injury" or "property damage" arising out of such insured's providing or failing to provide any professional services, including:
 - (a) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory or inspection activities performed as part of any related architectural or engineering activities; and
 - (3) Coverage under this provision does not apply to:
 - (a) Any person or organization that has been added as an additional insured by attachment of an endorsement under this Coverage Part which names such person or organization in the endorsement's schedule;
 - (b) Any person or organization who distributes or sells "your product" in the regular course of that person's or organization's business; or
 - (c) Any person or organization from whom you have acquired "your product", or any ingredient of, or that contains, "your product".

have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- (1) The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- (2) Coverage under this provision does not apply to:
 - (a) Any "bodily injury" or "property damage" that occurs, or any "personal injury" or "advertising injury" caused by an offense committed, after such contract or agreement is no longer in effect; or
 - (b) Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence,

ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

H. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

Coverage under this provision does not apply to:

1. Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. Any "bodily injury" or "property damage" included in the "products – completed operations hazard".

I. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Occurs after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which the written contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The insurance provided to such person or organization where required by written contract or agreement is subject to the following provisions:

- (1) The limits of insurance provided to such insured will be the limits which you agreed to

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Division of Facilities Planning and Management	Site	918
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	Strategic Energy Innovations	Agency's Contact	Cyane Dandridge		
OUSD Vendor ID #		Title	Project Manager		
Street Address	899 Northgate Drive, Suite 410	City	San Rafael	State	CA Zip 94903
Telephone	415-507-2184	Policy Expires	6-12-2019		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No		
OUSD Project #	NA				

Term			
Date Work Will Begin	March 26, 2014	Date Work Will End By (not more than 5 years from start date)	4-9-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$64,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9599	Measure B	9189901832	5825	\$64,500.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved	3/31/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	3.5.14	
	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		