

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-0501
Committee	Facilities
Introduction Date	3-26-2014
Enactment Number	14-0532
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 *VH*  
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** March 26, 2014

**Subject** Amendment No. 1, Independent Consultant Agreement - KEMA (DNV) Services Inc.- Arroyo Viejo CDC Renovation Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services with KEMA (DNL) Services Inc. for Commissioning Services on behalf of the District at Arroyo Viejo CDC Renovation Project, in an amount not-to exceed \$3,770.00 increasing previous contract amount from \$19,040.00 to a not to exceed amount of \$22,810.00 and revising the end date from August 10, 2010 through December 31, 2012 to February 17, 2015. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Original proposal did not account for these conditions.

**Local Business Participation Percentage** 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



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

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 Amendment No. 1, Independent Consultant Agreement for Professional Services with KEMA (DNL) Services Inc. for Commissioning Services on behalf of the District at Arroyo Viejo CDC Renovation Project, in an amount not-to exceed \$3,770.00 increasing previous contract amount from \$19,040.00 to a not to exceed amount of \$22,810.00 and revising the end date from August 10, 2010 through December 31, 2012 to February 17, 2015. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

County School Facilities Fund

**Attachments**

- Independent Contractors Agreement including scope of work
- KEMA (DMA) Services, Inc. Proposal

## AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **KEMA Services, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on **August 12, 2010**, and the parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.  
**If scope of work changed:** Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.  
 The CONTRACTOR agrees to provide the following amended services: **Amendment needed to compensate multiple reviews of TAB documentation, failed Lighting Control Demonstration, and extended project duration.**

2. **Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.  
**If term is changed:** The contract term is extended by an additional **Two years, two months**, and the amended expiration date is **February 17, 2015.**

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.  
**If the compensation is changed:** The contract price is amended by  
☒ Increase of **\$3,770.00 to original contract amount**  
☐ Decrease of \$ \_\_\_\_\_ to original contract amount

and the new contract total is **Twenty-two thousand, eight hundred ten dollars and no cents (\$22,810.00)**

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

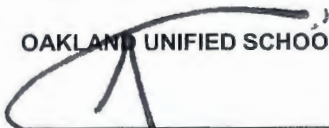
5. **Amendment History:**

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

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

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

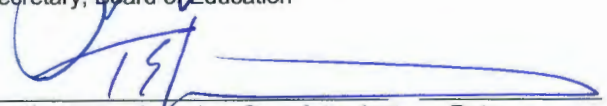
OAKLAND UNIFIED SCHOOL DISTRICT

  
 David Kakasiba, President,  
 Board of Education

3/27/14  
 Date

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

3/27/14  
 Date

  
 Timothy White, Associate Superintendent  
 Facilities, Planning and Management

Date

CONTRACTOR

  
 Contractor Signature

2/26/14  
 Date

Erik Dyrr, Head of Section, Sustainable Buildings & Communities  
 Print Name, Title

**EXHIBIT "A" Scope of Work****Contractor Name: KEMA Services, Inc.****Billing Rate: Three thousand, seven hundred seventy dollars and no cents (\$3,770.00)****1. Description of Services to be Provided**

Amendment needed to compensate multiple reviews of TAB documentation, failed Lighting Control Demonstration, and extended project duration.

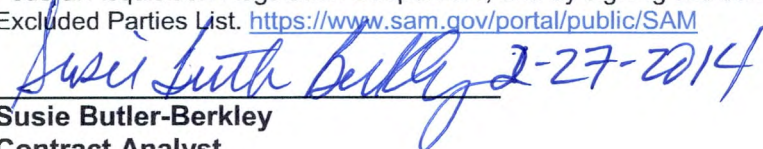
**2. Specific Outcomes:**

Create equitable opportunities for learning and accountability for quality.

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

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

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

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



**OUSD DEC**  
**Phase 1**

**Estimate - Contract Amendment for Commissioning Services**



EXHIBIT A

Cx Task	# Persons	Duration (Hrs)	Total Labor Rate (\$/Hr)	Fee (\$)
1. Lost time & wages due multiple reviews of TAB documentation [RSA] (Reviewed TAB Reports issued on 3/25/2013, 4/25/2013 and 10/18/2013)	1	4	145.00	\$580.00
2. Lost time & wages due to failed Lighting Control Demonstration [Eclipse] (Lighting system not ready to demonstrate operation on 5/17/2013 - system not installed & operating in accordance with contract documents)	1	2	145.00	\$290.00
3. Increased time & added wages due to project going past original completion date of 8/31/2012 (Activities occurring after project completion date: Project Coordination, Functional Performance Testing / Coordination, Back-checking / closeout of open items on the Cx Issues Log and Revising Functional Performance Tests)  NOTE: See TAB titled "Time & Added Wages" for further breakdown of Cx Task 3.	1	20	145.00	\$2,900.00
TOTAL				\$3,770.00

Contracted 2014 Billing Rates (\$/hr):      Lawrence DeHart = 145.00  
\$ 145.00

Contracted 2010 Billing Rates (\$/hr):      Lawrence DeHart = 110.00  
\$ 110.00

Cx Task	# Persons	Duration (Hrs)	Total Labor Rate (\$/Hr)	Fee (\$)
1. Project Coordination (Reviewing meeting minutes issued between 1/3/2013 - 3/7/2013)	1	3	145.00	435.00
2. Functional Performance Testing / Coordination (Coordination for Functional Performance Testing for all the parties involved took place between 5/9/2013 to 5/15/2013. Functional performance testing took place on 5/17/2013)	1	6	145.00	870.00
3. Back-checking / closeout of open items on the Cx Issues Log (Issued updated Cx Issues Log on 4/25/2013, 5/20/2013, 5/28/2013, 6/09/2013, 12/18/2013 and 1/10/2014)	1	10	145.00	1,450.00
4. Revising Functional Performance Tests (Domestic Hot Water)	1	1	145.00	145.00
TOTAL		20	TOTAL	\$ 2,900.00

**Contracted 2014 Billing Rates (\$/hr):**

Lawrence DeHart = 145.00  
\$ 145.00

**Contracted 2010 Billing Rates (\$/hr):**

Lawrence DeHart = 110.00  
\$ 110.00





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013

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

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

<b>PRODUCER</b> CHARTER INSURANCE AND CONSULTING, INC. P O BOX 421159 ATLANTA, GA 30342 404-256-7900 404-256-9257 FAX	<b>CONTACT NAME:</b> Kelly Vandiver		
	<b>PHONE (A/C, No, Ext):</b> 404-256-7900 <b>FAX (A/C, No):</b> 404-256-9257		
	<b>E-MAIL ADDRESS:</b> kvandiver@charterenergy.com		
<b>INSURED</b> KEMA SERVICES, INC. ONE BURLINGTON BUSINESS CENTER 67 SOUTH BEDFORD STREET SUITE 201 EAST BURLINGTON, MA 01803	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Federal Insurance Company		20281
	<b>INSURER B:</b> National Union Fire Ins (Chartis)		19445
	<b>INSURER C:</b> Chubb Indemnity Insurance		12777
	<b>INSURER D:</b> Westchester Fire Ins. Co. (Ace)		10030
	<b>INSURER E:</b> Great Northern Insurance Company		20303
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 497024**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
	<b>GENERAL LIABILITY</b>						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b>			7357-14-79	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						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						
<b>B</b>	<b>UMBRELLA LIAB</b>			8763089	10/31/2013	10/31/2014	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			7172-58-41	10/31/2013	10/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
<b>A</b>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			7172-58-42 (HI)			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>A</b>	Property/Inland Marine			3595-87-37	10/31/2013	10/31/2014	Per Schedule
<b>D</b>	Professional Liability			G24277264	10/31/2013	10/31/2014	\$3,000,000 each claim / \$3,000,000 Aggregate

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

Blanket AI and WOS are available for Auto and Excess Liability. Primary & Non-Contributory applies. Severability applies. As required in a written contract.

Blanket WOS is available for WC as required in a written contract.

30 Days notice applies for all policies.

**CERTIFICATE HOLDER****CANCELLATION**MASTER CERTIFICATE Kema Services, Inc. FOR  
INFORMATION PURPOSES ONLY

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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2013

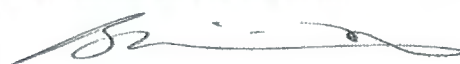
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Stiftelsen Det Norske Veritas (see attached for additional Named Insureds) 1400 Ravello Drive Katy, TX 77449	INSURER A: Lloyd's of London	AA-1122000
	INSURER B:	
	INSURER C:	
	INSURER D:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b>  CLAIMS MADE COMMERCIAL GENERAL LIABILITY INSURANCE AGGREGATE LIMIT APPLIES TO THE POLICY	B0391IR1301120	06/01/2013	06/01/2014	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Each occurrence)	\$1,000,000
						MED EXP (Any one person)	\$50,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A	<input type="checkbox"/>	<b>PROFESSIONAL LIABILITY</b>  CLAIMS MADE AGGREGATE LIMIT APPLIES TO THE POLICY	B0391IR1301120	06/01/2013	06/01/2014	PER OCCURRENCE IN THE AGGREGATE	\$1,000,000
A	<input checked="" type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b>  CLAIMS MADE EXCESS/UMBRELLA LIABILITY INSURANCE	B0391IR1301121	06/01/2013	06/01/2014	PER OCCURRENCE	\$4,000,000
						IN THE AGGREGATE	\$4,000,000

**DESCRIPTION OF SCOPE OF INSURANCE:** Worldwide General Liability Insurance. Covering the Certificate Holder noted as an Additional Insured if so required by contract but only for liability arising out of work performed by the Insured and only to the extent that the Insured would be entitled to the protection of the Policy if a claim were made against the Insured. In respect of Professional Services Liability, this additional benefit shall only apply to the extent that this is agreed upon in a written contract between the Insured and such other party prior to any claim.

CERTIFICATE HOLDER AND ADDITIONAL INSURED	CANCELLATION
Certificate of Insurance for confirmation of insurance coverage only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS ( <del>10</del> DAYS FOR FAILURE TO PAY PREMIUM) WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 



Board Office Use: Legislative File Info.	
File ID Number	10-1828
Committee	Facilities
Introduction Date	8-3-2010
Enactment Number	10-7410
Enactment Date	8-11-16



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

To Board of Education

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

Board Meeting Date August 11, 2010

Subject Professional Services Contract - KEMA Services, Inc. - Arroyo Viejo CDC  
Replacement of Building

**Action Requested** Approval by the Board of Education for a Professional Services Agreement with KEMA Services, Inc. for the design and planning for the Arroyo Viejo CDC Replacement of the Building Project, in an amount not-to-exceed \$19,040.00. The term of this Agreement shall commence on August 12, 2010 and shall conclude no later than December 31, 2012.

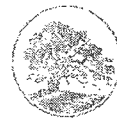
**Background** A Commissioning Agent is required by California High Performance Schools (CHPS) in order to meet the Commissioning points required.

**Local Business Participation Percentage** 100.00%

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

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

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that



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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 for a Professional Services Agreement with KEMA Services, Inc. for the design and planning for the Arroyo Viejo CDC Replacement of the Building Project, in an amount not-to-exceed \$19,040.00. The term of this Agreement shall commence on August 12, 2010 and shall conclude no later than December 31, 2012.

**Fiscal Impact**

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

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

80299018316215



# OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and **KEMA Services, Inc.** (Contractor). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on **August 12, 2010**. The work shall be completed no later than **December 31, 2012**.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Nineteen thousand and forty dollars and no cents (\$19,040.00)**. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
  - Signed Agreement
  - Workers' Compensation Certification
  - Insurance Certificates and Endorsements
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: NA
6. **CONTRACTOR Qualifications / Performance of Services.**
  - a. **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
  - b. **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR'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.

7. **Notices/Invoicing:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: Timothy White  
Site /Dept.: Facilities Planning and Management  
Address: 955 High Street  
Oakland, CA 947601  
Phone: (510) 879-3664

**CONTRACTOR:**

Name: Erik Dyrr  
Title: Director  
Address: 155 Grand Ave.  
Oakland, CA 94612  
Phone: (510) 891-0446

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered



Professional Services Contract

officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors 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. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)
- a. For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
  - b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
  - c. Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
  - d. *Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.

10. **Insurance:**

10.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

10.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

10.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.

10.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

10.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

10.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

10.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

10.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

10.3. All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent



Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601

10.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

10.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.

10.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses.

10.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

10.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD 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 CONTRACTOR 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 OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
  - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
  - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
  - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD 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 OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans,



specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

17. **Suspension of Work:** District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
18. **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 or prevent a similar subsequent act from constituting a violation of the Agreement.
19. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD'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 OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR 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.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.


Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **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.
26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
28. **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 given the proper authority and empowered to enter into this Agreement.
29. **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.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

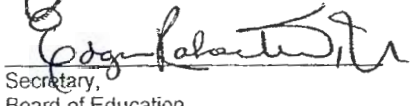
OAKLAND UNIFIED SCHOOL DISTRICT

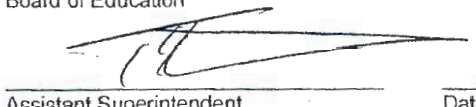
CONTRACTOR



Professional Services Contract

 8/12/10  
Date

☐ President, Board of Education  
☐ Superintendent  
 8/12/10  
Date

Secretary,  
Board of Education  
  
Assistant Superintendent, Date  
Department of Facilities Planning and Management

 6/2/10  
Contractor Signature Date

ERIK DYRE, DIRECTOR  
Print Name, Title

LEGISLATIVE FILE

File ID No. 10-1828  
Introduction Date 8-3-10  
Enactment No. 10-1410  
Enactment Date 8-11-10

B9

## **EXHIBIT "A" Scope of Work**

### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is made part of this Agreement.

### **SCOPE OF WORK**

**Contractor Name: KEMA Services, Inc.**

**Billing Rate: Nineteen thousand and forty dollars and no cents (\$19,040.00).**

#### **Description of Services to be Provided**

The scope of the project is the commissioning agent to provide a memo summarizing the review of the Design Intent and Basis of Design documents, implement a commissioning plan, issue log and resolution of issues identified in design review, review comments on contractor equipment startup procedures, functional test forms (draft and completed), prepare Issues Logs from testing and site visits, provide attendance record of training sessions, provide commissioning specifications, assemble a Systems Manual, prepare all CHPS documentation requirements for EE3.0-3.1.1, prepare a final report and record. Approximately nine to eleven months after occupancy the Commissioning Agent will complete a site review of the systems previously commissioned to verify operational performance.

The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

Notice: This page includes two separate forms.

## Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul style="list-style-type: none"> <li>✓ Complete Workers' Compensation Certification below</li> <li>✓ Attach proof of general liability and workers' compensation insurance</li> </ul>
Contractors with no employees	<ul style="list-style-type: none"> <li>✓ Complete Workers' Compensation Certification below</li> <li>✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below.</li> </ul>

### 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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 its employees.

Check only one of the boxes below.

<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

CONTRACTOR Name: KEMA SERVICES, Inc.

Contractor Signature: \_\_\_\_\_

Date: 6/2/10

Print Name and Title: ERIK DYER, 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 OUSD prior to performing any Work under this Contract.)

### GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

1. Contract is for less than \$15,000
2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name: \_\_\_\_\_

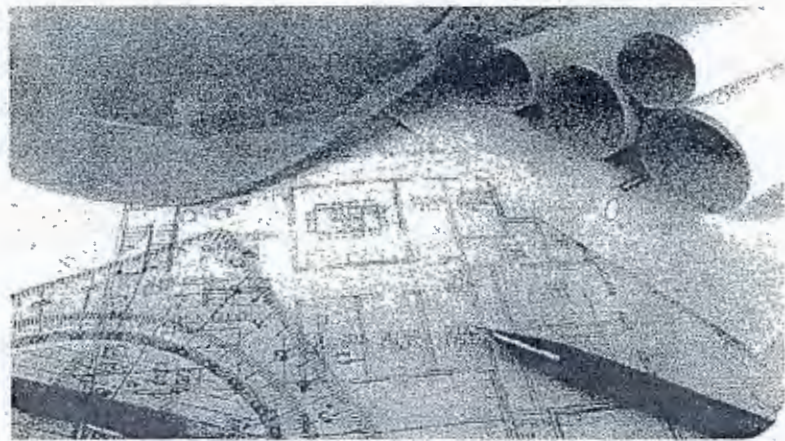
Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**PROPOSAL FOR  
BUILDING COMMISSIONING SERVICES**



**PROPOSAL TO:  
OAKLAND UNIFIED SCHOOL DISTRICT**

**PROJECT:  
Arroyo Viejo CDC Renovation**  
Project No. 07024

**MARCH 30, 2010**

KEMA Services, Inc.,  
Tel: 510.891.0446

155 Grand Avenue, Suite 500,  
Fax: 510.891.0440

Oakland, CA 94612 U.S.A.  
info.consulting@kema.com [www.kema.com](http://www.kema.com)

Experience you can trust



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2010

PRODUCER	CHARTER INSURANCE AND CONSULTING, INC. P O BOX 421159 ATLANTA, GA 30342 404-256-7900 404-256-9257 FAX	458644	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	KEMA SERVICES INC ONE BURLINGTON BUSINESS CENTER 67 SOUTH BEDFORD STREET SUITE 201 EAST BURLINGTON, MA 01803	INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A: HARTFORD INSURANCE GROUP	a +	
		INSURER B: TRAVELERS	a +	
		INSURER C:		
		INSURER D:		
		INSURER E:		

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR (ADD'L LTR)	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	20 UUN ND9695	10/31/09	10/31/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	20 UUN ND9695	10/31/09	10/31/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER		10/31/09 3/1/10	10/31/10 3/1/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
REF: Project term April 28, 2010 to December 31, 2012

OAKLAND UNIFIED SCHOOL DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES. KEMA'S INSURANCE IS PRIMARY AND NON-CONTRIBUTING.

CERTIFICATE HOLDER	CANCELLATION	458644
TIMOTHY E. WHITE, ASST. SUPERINTENDENT OAKLAND UNIFIED SCHOOL DISTRICT DEPT. OF FACILITIES PLANNING & MGMT 955 HIGH STREET OAKLAND, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

ACORD 25 (2009/01)

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### 3. Fee Proposal

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

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

<u>Scope</u>	<u>Fee</u>
Building Commissioning.....	\$19,040

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

Project Phase	Cx Fee
Design Phase	\$5,270
Construction/Warranty Phase	\$13,770
Total	\$19,040

Please contact me if you have any questions on this proposal.

Erik Dyrr,  
Director, Sustainable Buildings and Operations Group  
510.316.6881 [erik.dyrr@kema.com](mailto:erik.dyrr@kema.com)



7. Issues Logs from testing and site visits
8. Attendance record of training sessions
9. Cx Report
10. Systems Manual
11. Post occupancy review report
12. All CHPS documentation requirements for EE3.0-3.1.1.

### **2.1.3 Systems to be commissioned**

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

1. New heating and ventilation systems.
2. Exhaust fans and controls
3. Interior and exterior lighting and associated controls
4. Domestic hot water system
5. Building Automation System
6. Renewable Energy Systems
7. Irrigation controls

### **2.1.4 Services not included in Commissioning Scope**

1. Specification language, drawings, or other design work (with the exception of Division 1 Commissioning specifications)
2. Building envelope commissioning
3. Special systems commissioning, such as laboratory or medical equipment
4. IAQ testing, verification of materials (e.g., recycled content)
5. Hands-on testing or repair of equipment or controls. *(Note: the Commissioning Authority is responsible for documenting that the proper tests are performed by the installers and that any transgressions or needed repairs are reported to the owner.)*
6. Energy modeling
7. Mechanical or electrical system drawings or design work. The commissioning authority does not design systems or directly make changes to the engineer's drawings.

12. **Write and submit Cx Report.** - The Cx report will include a narrative of the commissioning process from design through completion. It will include all of the documentation such as issues logs, startup checklists, functional tests, and remaining deficiencies. Recommendations to the owner for efficient operation and maintenance of the facility will be detailed in the report.
13. **Completion of CHPS documentation.** All documentation requirements of CHPS Commissioning will be completed.
14. **Provide a System Manual.** The Systems Manual is separate from the contractor provided Operations and Maintenance (O&M) manuals. The Systems Manual prepared by KEMA will include documentation for the owner and staff to optimally operate the facility. This manual will include:
  - MEP Systems narrative includes: Description of systems design, including equipment schedules, capabilities and limitations, BoD, etc.
  - As-built sequence of operations for all equipment, including time-of-day schedules and schedule frequency (adjustable setpoints not specifically addressed in SOO), and detailed points listings with range and initial setpoints.
  - TAB report
  - Blank Functional Performance Tests (Cx test procedures) for future retesting
15. **Provide an operational building review prior to the end of the warranty period.** KEMA will review the operation of the facility with the facilities staff prior to the end of the warranty period. The review will include analysis of energy bills, interview with operations staff, seasonal trend data review, and provide suggestions for improved performance or equipment warranty issues. If the design includes elements such as natural ventilation trend data analysis will be very critical to optimizing the performance.

### **2.1.2 Deliverables**

We will provide the following items for Commissioning.

1. Memo summarizing the review of the Design Intent and Basis of Design documents
2. Commissioning Plan
3. Issues log and resolution of issues identified in design review.
4. Commissioning requirements to be included in Division 1 of the project specifications
5. Review comments on contractor equipment startup procedures
6. Functional tests forms (draft and completed)



7. **Project Meetings.** The CxA will participate in project meetings as needed. This includes design meetings, CHPS meetings, and construction meetings. Our fee proposal includes up to 1 meeting during the design phase and 3 meetings during the construction phase.
8. **Site visits during construction.** Periodic site inspections will be performed to ensure that the requirements during construction are met. Any issues will be documented on the issues log and presented at project meetings. Issues and resolutions will be recorded in the Cx Report.
9. **Review and approve Contractors' Startup Plans.** Proper planning and documentation of the contractor's equipment startup is critical to the success of the building systems operation. Without proper startup the functional testing of systems fails. As such, many commissioning guidelines recommend that pre-functional tests are developed by the CxA. These tests are very similar to the normal startup checklists that are utilized by the contractors. In our experience having two checklists to complete confuses startup technicians and factory representatives. KEMA requires that the subcontractors submit their startup plans and checklists prior to startup. We review these documents and request additional items if incomplete. This allows all of the items typically included in the pre-functional tests to be incorporated into the checklists that the technicians are accustomed to using. We have found greater success with this method. It eliminates the confusion most subcontractors experience in this process and provides a streamlined approach and cost savings.
10. **Write, witness, and approve Functional Tests.** As the CxA, KEMA will develop the functional testing procedures for each piece of equipment and systems as a whole. The tests will clearly detail the procedures and acceptance criteria. The tests will be delivered to the contractor for review and comment. KEMA will incorporate changes as necessary and deliver the final test procedures. The contractor will perform the testing procedures with the CxA as witness. Deficiencies will be documented in the issues log and back-checked for resolution when the responsible party confirms the system is ready for retest. For each trade, one site visit for retesting is included in our fee. Additional retesting will be additional service and charged on a time and materials basis. Results of the testing will be reported to the owner. Deficiencies not resolved will be included in the final Cx report.
11. **Assist training to Owner, building users, and maintenance staff.** The CxA will provide assistance to ensure that the owner and building operators are fully trained on operation and maintenance of the systems. The CxA will help coordinate and witness the training.



3. **Develop a Commissioning Plan.** The Cx Plan is a document that provides a roadmap to the Cx process. The Cx Plan is an evolving document that defines the team, schedule of commissioning activities, documentation requirements, and communications protocols. KEMA has developed many Cx Plans and has the experience to know how to make this a useful working road map for the team to refer.

4. **Perform a peer review of the design during Construction Documents phase.** The CxA design review may be the most important task in commissioning process. The review is a means of identifying issues prior to construction. The cost-to-remedy issues in the design phase are exponentially less expensive than "work-arounds" in the field. KEMA will perform a design review of the design documentation.

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

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

5. **Provide Cx specifications for Construction Documents.** The specifications relate the requirements and project responsibilities to the team. It is important that the bidders understand that there is formal third-party commissioning, and their participation in the effort is required. The specifications will clearly describe the commissioning agent's, contractor's, subcontractor's, and owner's role in submittal reviews, startup activities, functional testing, and training.

6. **Initiate a Construction phase Cx Kick-off Meeting.** The kickoff meeting is critical to set the expectations of the team from the start. During this meeting responsibilities are assigned to contractors and subcontractors with a clear understanding of their roles in the process. The initial project coordination will take place at this meeting. Coordination includes the submittal process, startup and functional testing schedules, and CHPS requirements during construction.



## 2.1.1 Commissioning Tasks

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

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

1. **Review the Design Intent documentation.** The design intent is the guiding documentation of the owner's requirements set out for the facility. It serves as the general guiding principle of the commissioning process. Most projects do not document the design intent in the early stages of conceptual design. As a result, it becomes difficult for the owner, and typically the architect, to create this document. KEMA will provide templates for development of the design intent and facilitate the development if necessary. If the design intent documentation has been developed, KEMA will review it for clarity and completeness.
2. **Review the design team's Basis of Design (BoD):** The BoD is the first step in the design process that ensures the team is off to the right start with assumptions of the requirements. This includes system "right sizing," special space requirements, lighting requirements, and energy efficiency and sustainability goals. KEMA will review the BoD for completeness and accuracy and ensure its assumptions represent the owner's requirements.



## **2. Scope of Work**

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

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

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



## 1. Introduction

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

The Arroyo Viejo CDC Renovation project includes the renovation of the existing Arroyo Viejo CDC building. The existing building is a single story building with a footprint of approx. 4,600 sqft. The project will include increasing the building footprint to approx. 5,000 sqft. The renovated building will include three classroom spaces, classroom storage rooms, classroom restrooms, two toy storage areas, a full cooking kitchen, a custodial room, a laundry room, an admin office, a clerical space, a staff room, and misc. utility spaces. Site improvements will also be included in this project, which will include some new landscaping and irrigation.

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

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

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



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Tel: 510.891.0446

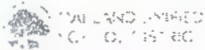
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Experience you can trust





## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

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

Contractor Information							
Contractor Name	KEMA Services, Inc.	Agency's Contact	Erik Dyrr				
OUSD Vendor ID #	V059366	Title	Director				
Street Address	155 Grand Ave.	City	Oakland	State	CA	Zip	94612
Telephone	(510) 891-0446	Policy Expires	10-31-2010				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	03034						

Term			
Date Work Will Begin	August 12, 2010	Date Work Will End By (not more than 5 years from start date)	December 31, 2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$19,040.00
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 #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	8029901831	6215	\$19,040.00
				\$

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	6-16-10		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	7.14.10		
	Assistant Superintendent, Facilities Planning and Management					
3.	Signature		Date Approved			
	President, Board of Education					
4.	Signature		Date Approved			



## AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Arroyo Viejo CDC Renovation of Building	Site	802
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	KEMA Services Inc. (DNV)	Agency's Contact	Lawrence DeHart				
OUSD Vendor ID #	V059366	Title	Project Manager				
Street Address	155 Grand Avenue, Suite 500	City	Oakland	State	CA	Zip	94612
Telephone	51891-0446	Policy Expires	6-1-2014				
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 #	07024						

Term			
Date Work Will Begin	8-10-2010	Date Work Will End By (not more than 5 years from start date)	2-17-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$19,040.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 3,770.00
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
7710	County School Facilities Fund	8029003832	6215	\$3,770.00

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	2/27/14	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	3.4.14	
	Associate Superintendent, Facilities Planning and Management				
3.	Signature		Date Approved	3/5/14	
	Deputy Superintendent				
4.					
	President, Board of Education				
5.	Signature		Date Approved		