

Board Office Use: Legislative File Info.	
File ID Number	22-0803
Introduction Date	4-13-2022
Enactment Number	22-0621
Enactment Date	4/13/2022 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management
Cate Kent, Facilities Attorney

Meeting Date April 13, 2022

Subject Resolution No. 2122-0208 - Termination of the District’s General Services Agreement with The Integral Group, Inc. for the Cole Administration Center Project

Ask of the Board Approve Resolution No. 2122-0208 - Termination of the District’s General Services Agreement with The Integral Group, Inc. for the Cole Administration Center Project

Background & Discussion On December 11, 2019, the Board approved an Award of Contract for Consulting Services on behalf of the District to The Integral Group, Inc., Oakland, California, for the latter to provide consulting services to prepare commissioning specification documents and design plans. On the same item, the Board authorized the President and Secretary of the Board to sign the General Services Agreement for same with said Consultant with work scheduled to commence on December 12, 2019, and scheduled to last until December 31, 2023, pursuant to the General Services Agreement for the Cole Administration Center Project. Consultant was selected through RFP process.

On August 12, 2020, the Board approved an Amendment No. 1 to the General Services Agreement, for Consultant to provide CHPS certification instead of LEED v4; incorporate the MEP systems and Cx process for the District’s data center and multipurpose building adjacent to administrative building for the Cole Administration Project, in an additional amount of \$14,700.00, increasing the Agreement not to exceed amount from \$57,500.00 to \$72,200.00. On the same item, the Board authorized the President and Secretary of the Board to sign the Amendment for same with said Consultant.

District Staff now wishes to terminate the General Services Agreement for convenience. Section 4 of the General Services Agreement permits the District to “terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period.” Under the General Services Agreement, the District is required to

compensate the Consultant only for satisfactory Services performed to the date of termination.

Fiscal Impact

Terminating the General Services Agreement will result in the District not incurring fees for future services that would otherwise be due to The Integral Group, Inc., resulting in an initial savings of approximately \$62,000.00. However, the District will need to contract with another entity to provide replacement services; thus, the total net fiscal impact is likely to be negligible, if any.

Attachment(s)

- Resolution No. 2122-0208 - Termination of the District's General Services Agreement with The Integral Group, Inc. for the Cole Administration Center Project
- Amendment No. 1
- Agreement

AYES: VanCedric Williams, Clifford Thompson, Vice President Benjamin "Sam" Davis,
President Gary Yee

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Samantha Pal, Student Director Natalie Gallegos, Aimee Eng,
Shanthy Gonzales

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution that passed at the Meeting of the Board of Education of the Oakland Unified School District held on April 13, 2022.

Legislative File	
File ID Number:	22-0803
Introduction Date:	4-13-2022
Enactment Number:	22-0621
Enactment Date:	4/13/2022
By:	os

OAKLAND UNIFIED SCHOOL DISTRICT

Dr. Gary Yee
President, Board of Education

Dr. Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approved as to Form

Facilities Attorney

Board Office Use: Legislative File Info.	
File ID Number	20-1406
Introduction Date	8-12-2020
Enactment Number	20-1178
Enactment Date	8/12/2020 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date August 12, 2020

Subject Amendment No. 1, General Services Agreement for Professional Services -The Integral Group, Inc. - Cole Administration Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No.1, General Services Agreement for Professional Services between the District and The Integral Group, Inc., Oakland, CA, for the latter to provide CHPS certification instead of LEED v4; incorporate the MEP systems and Cx process for the OUSD's Data center and multipurpose building adjacent to administrative building for the Cole Administration Center Project, in an additional amount of \$14,700.00 increasing Agreement not to exceed amount from \$57,500.00 to \$72,200.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Discussion This Amendment is to incorporate Data Center's MEP systems into the Cx and the multipurpose building into the Cx.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No.1, General Services Agreement for Professional Services between the District and The Integral Group, Inc., Oakland, CA, for the latter to provide CHPS certification instead of LEED v4; incorporate the MEP systems and Cx process for the OUSD's Data center and multipurpose building adjacent to administrative building for the Cole Administration Center Project, in an additional amount of \$14,700.00 increasing Agreement not to exceed amount from \$57,500.00 to \$72,200.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1
- Scope of work
- Insurance Certificate

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and The Integral Group, Inc. OUSD entered into an agreement with CONTRACTOR for services on **December 11, 2019** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Cole Administration Center Project** as follows and as set forth in Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>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.</p> <p>The CONTRACTOR agrees to provide the following amended services: Pursue CHPS certification instead of LEED v4. Provide MEP systems and Cx process for the OUSD's Data center and multipurpose building adjacent to administrative building, as described in the proposal attached to this amendment dated April 8, 2020.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Fourteen Thousand, Seven Hundred dollars No/100 (\$14,700.00)</u>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was <u>Fifty-Seven Thousand, Five Hundred dollars No/100(\$57,500.00)</u>, and after this amendment, the not to exceed contract price will be: <u>Seventy-Two Thousand, Two Hundred dollars No/100 (\$72,200.00)</u>.</p>			

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 Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – The Integral Group, Inc. – Cole Administration Project - \$14,700.00

OAKLAND UNIFIED SCHOOL DISTRICT


Jody London, President,
Board of Education

8/13/2020
Date

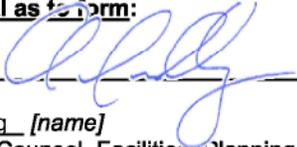

Kyla Johnson-Trammell, Superintendent
Board of Education

8/13/2020
Date


Tadashi Nakadegawa, Interim Deputy Chief,
Facilities Planning and Management

7/17/20
Date

Approval as to form:


Arne Sandberg [name]
General Counsel, Facilities, Planning and Management

7/14/20
Date

CONTRACTOR

 July 1, 2020
Contractor Signature Date
Andrea L. Traber, Managing Principal
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: The Integral Group, Inc.

- 1. Pursue CHPS certification instead of LEED v4. Provide MEP systems and Cx process for the OUSD's Data center and multipurpose building adjacent to administrative building, as described in the proposal attached to this amendment dated April 8, 2020.
- 2. Specific Outcomes:
- 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 checked="" 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

Add Service for Commissioning Services

To: Oakland Unified School District ATTN: Kenya Chatman
Project: Cole Admin Building
Subject: Updated Project Scope: CHPS instead of LEEDv4, addition of server room and a multipurpose building
Date: 4/8/2020

Scope of Services

The project's scope evolved beyond the initial Cx scope of work agreed upon by IG and OUSD. The changes are as follows:

- The project will now pursue CHPS certification instead of LEED v4. IG will adjust the Cx scope of work to meet CHPS Cx requirements without additional costs to OUSD. Thus, the project's Cx requirements will now be defined by T24/Calgreen Cx and CHPS EE 3.0 Cx pre-requisite.
- OUSD's data center has been moved to the administrative building. IG will incorporate the associated MEP systems (as defined by T24/Calgreen and CHPS) into the Cx process, from design to the warranty phase.
- Addition of a multipurpose building adjacent to administrative building. IG will incorporate the associated MEP systems (as defined by T24/Calgreen and CHPS) into the Cx process, from design to the warranty phase.

Task	Fee (\$)
Incorporate Data Center's MEP systems into the Cx scope of work	\$6,800
Incorporate the multipurpose building into the Cx scope of work	\$7,900
Totals	\$14,700

Fees

Total Fee: \$14,700

Approval

Please sign below and return a copy to us:

Signature Date



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center Project	Site	109
---------------------	------------------------------------	-------------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	The Integral Group, Inc.	Agency's Contact	Andrea Traber		
OUSD Vendor ID #	002203	Title	Manager		
Street Address	427 13th Street	City	Oakland	State	CA
Telephone	510-663-2070	Policy Expires			
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 #	19119				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-11-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 14,700.00
Other Expenses		Requisition Number	

Budget Information

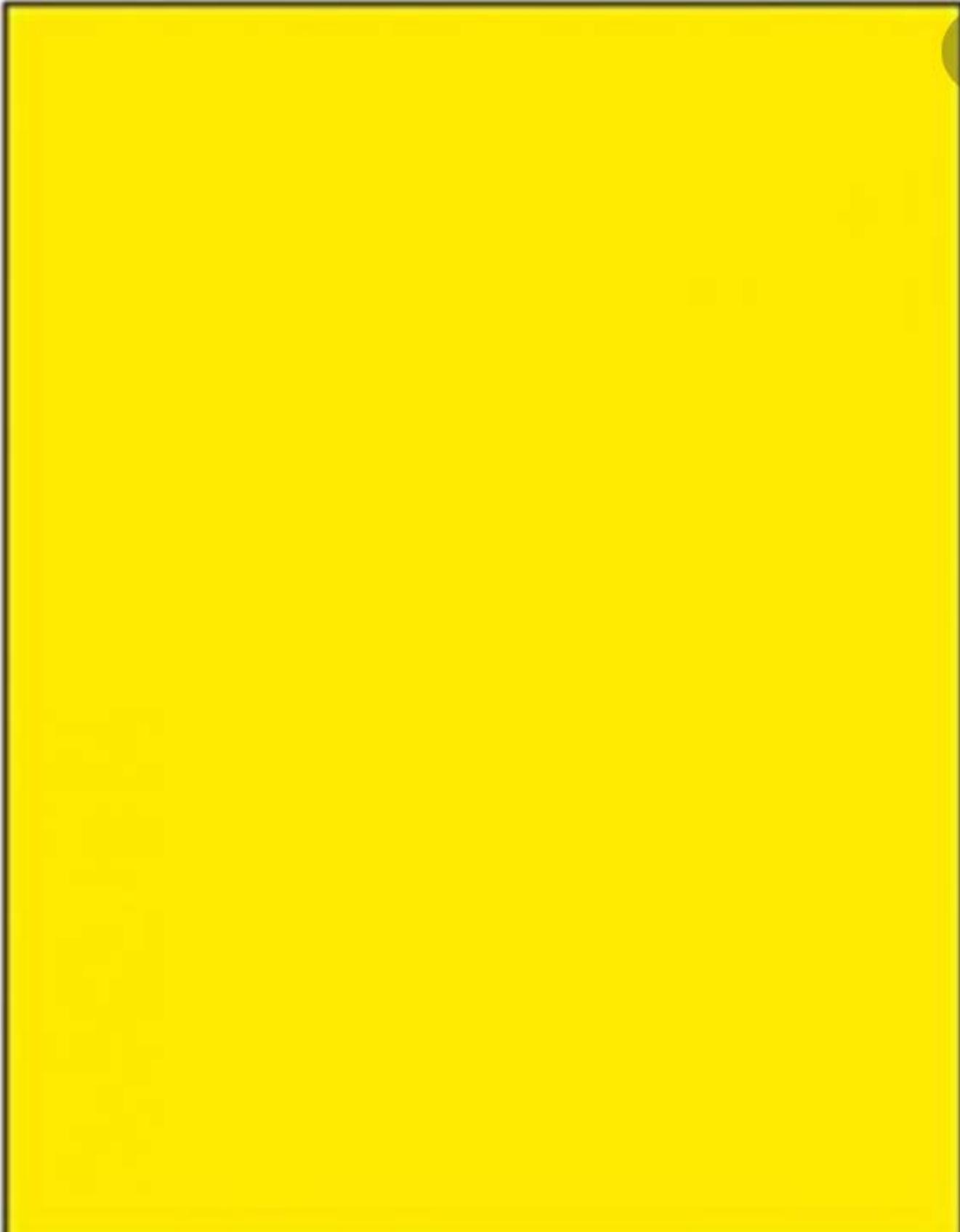
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9805	Fund 21, Measure J	210-9650-0-9805-8500-6289-109-9180-9905-9999-99999	6289	\$14,700.00

Approval and Routing (in order of approval steps)

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

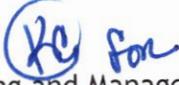
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature	Date Approved	7/17/20		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature As to form only	Date Approved	7/14/20		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	7/17/20		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	19-2369
Introduction Date	12-11-2019
Enactment Number	19-1777
Enactment Date	12/11/19 If



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent 
 Timothy White, Deputy Chief, Facilities Planning and Management
Board Meeting Date December 11, 2019
Subject Award of Contract for Consulting Services for the Cole Administration Center Project to The Integral Group, Inc.

Action Requested Approval by the Board of Education of Award of Contract for Consulting Services on behalf of the District to The Integral Group, Inc., Oakland, California, for the latter to provide consulting services to prepare commissioning specification documents, and design plans. Review and approve the pre-functional test/checklist plans for each commissioned piece of equipment, for the Cole Administration Center **Project** in the amount of **\$57,500.00, which includes a contingency fee of \$10,000.00** as the selected consultant, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on **December 12, 2019**, and scheduled to last **December 31, 2023** pursuant to the contract. Consultant was selected through RFP process. (Government Code §4529.10)

Discussion Vendor to provide consulting services. Prepare commissioning specification documents, and design plans. Review and approve the pre-functional test/checklist plans for each commissioned piece of equipment.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Award of Contract for Consulting Services on behalf of the District to The Integral Group, Inc., Oakland, California, for the latter to provide consulting services to prepare commissioning specification documents, and design plans. Review and approve the pre-functional test/checklist plans for each commissioned piece of equipment, for the Cole Administration Center **Project** in the amount of **\$57,500.00, which includes a contingency fee of \$10,000.00** as the selected consultant, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on **December 12, 2019**, and scheduled to last **December 31, 2023** pursuant to the contract. Consultant was selected through RFP process. (Government Code §4529.10)

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Consultant Fee Schedule
- Insurance Certificate



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

Legislative File ID No. 19-2369

Department: Facilities Planning and Management

Vendor Name: The Integral Group, Inc.

Project Name: Cole Administration Center Preojct Project No.: 19119

Contract Term: Intended Start: 12-12-2019 Intended End: 12-31-2023

Annual (if annual contract) or total (if multi-year agreement) Cost: \$57,500.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

The District issued an RFP seeking proposals for the subject contract. The proposal submitted by The Integral Group, Inc. was selected by the District based on scores. Given the Consultant's experience with similar projects and the level of complexity of the project.

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

To provide consulting services, to include review of design, construction and commissioning specification documents. Integral will develop a commission plan to document how the project will be commissioned. Review and approve the pre-functional test/checklist plan for each commissioned piece of equipment. Review of the control sequences of operation submittals and identify potential problems.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

RFP process includes review/scoring of proposals submitted. The District received proposals and interviewed vendors. The Integral Group, Inc. price was fair and reasonable compared to the prices submitted by the other responding consultants.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Contractor was selected to perform project based on their ability to provide other professional or specially trained services or advice which no bidding or RFP is required.
-
- The contract price is under the bid threshold of \$92,600.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **December 12, 2019** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **The Integral Group, Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): Integral Group, Inc. to provide consulting services, to include review of design, construction and commissioning specification documents. Integral will develop a commission plan to document how projects will be commissioned. The Services include all work described in the proposal on September 25, 2019, attached to this Agreement as Exhibit A. (Government Code Section §4529)

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

3. **Term.** This Agreement shall begin on **December 12, 2019** and shall terminate upon completion of the Services, but no later than **December 31, 2023** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the Fee Schedule in Exhibit B, to this Agreement, for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS NO/100 (\$57,500.00)**. **This contract price is based on a fixed fee of \$47,500.00 for basic services, and a contingency of \$10,000 for any additional services that may be authorized by the District in writing prior to their performance.** Contractor shall perform all Services required by the

Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

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

or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

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

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

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

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

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

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date

of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

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

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

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

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

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

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

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

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

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

23. **Time.** Time is of the essence to this Agreement.

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

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

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

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

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

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

30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- Roof project certification (if required; see Public Contract Code §3006).
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.

- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

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

* * * * *

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 12/12/19

Aimee Eng, Date
President, Board of Education

Kyla Johnson-Trammell 12/12/19

Kyla Johnson-Trammell, Date
Superintendent, Board of Education

Timothy White 11/19/19

Timothy White, Date
Deputy Chief, Facilities Planning & Management

Approved As to Form: [Signature] 11/15/19

OUSD Facilities Legal Counsel Date

CONTRACTOR:

By: Andrea Traber

Name: ANDREA TRABER

Title: MANAGING PRINCIPAL

Exhibit A
Scope of Services

Cole Admin Building constitutes Phase 2 of the four-phase site development plan. Commissioning of lighting controls for the site parking that is part of Phase 4 will be included in the scope of Post-occupancy services.

PROJECT SCHEDULE

Design Phase ----- Dec 2019 - Aug 2020 (9 months)
Construction Acceptance Phase ----- Sep 2020 - Sep 2022 (24 months)
Post Occupancy Phase ----- Oct 2022 - Sep 2023 (12 months)

EXHIBIT A

SCOPE OF WORK

Cole Admin Building constitutes Phase 2 of the four-phase site development plan. Commissioning of lighting controls for the site parking that is part of Phase 4 will be included in the scope of Post-occupancy services.

1. BASE SCOPE OF WORK - T24 Cx/LEED v4 Fundamental Cx

Integral Group (IG) will provide a commissioning process as required by T24 Part 6 and CalGreen (Part 11) and to meet LEED v4 Fundamental Commissioning pre-requisite (EA p1). Please note that CalGreen's commissioning section requirements are in addition to the Cx requirements set forth in Part 6 of Title 24 (Energy Code). Therefore, the project must comply with both sections.

The following systems will be commissioned as part of this scope of work:

- Heating, ventilation, air conditioning (HVAC) systems and controls
- Indoor lighting systems and controls
- Domestic Hot Water Systems
- Photovoltaic system (if applicable)
- Water Reuse System (if applicable)
- Irrigation System (if applicable)

There is no process equipment included in this scope of work.

LEED Enhanced Cx activities have been broken out and presented as optional services. Please refer to the Optional service section of this proposal the associated scope of work.

Review of Owner's or Owner representative's Project Requirements (OPR)

The commissioning team will **review the OPR document provided by the owner's representative**. The expectations and requirements of the building appropriate to its phase shall be documented at the start of design phase. This documentation shall include the following:

- Environmental and sustainability goals
- Energy efficiency goals
- Indoor environmental quality requirements
- Project program, including facility functions and hours of operation, and need for after-hours operation
- Equipment and systems expectations
- Building occupant and operation and maintenance (O&M) personnel expectations

Review of Basis of Design (BOD)

The commissioning team will **review the basis of design document provided by the design team**. The BOD is a written explanation of how the design of the building systems meets the OPR shall be completed at the design phase of the building project and updated as necessary during the design and construction phases. The Basis of Design document shall cover the following systems (as applicable for project):

- Heating, ventilation, air conditioning (HVAC) systems and controls
- Indoor lighting systems and controls
- Domestic Hot Water Systems
- Photovoltaic system (if applicable)
- Water Reuse System (if applicable)
- Irrigation System (if applicable)

LEED Design Review

IG will conduct a single design review of the commissioned systems. This is to ensure OPR and BOD element inclusion into the contract documents. Furthermore, it will provide another layer of quality assurance to vet the design and constructability of the documents. The comments will also help reduce change orders and other complications that may arise during construction. We will provide an itemized list of issues and will conduct a one-time back check them in the subsequent contract document set. Documents provided for review should contain enough information (i.e. control sequences, etc.) for a thorough review. The review will occur at around the mid-construction documents phase and the back check around 90% of the same phase.

Per LEED v4 the review will also encompass elements of the building envelope. Specifically, the continuity of the water, vapor, air and thermal barriers.

Commissioning Specifications

Integral Group will provide commissioning specifications to be included into the contract documents. We will provide the following specification sections for inclusion by the Design Team:

- 019113 - General Commissioning Requirements
- 220800 - Plumbing Systems Commissioning
- 230800 - Mechanical Systems Commissioning
- 260800 - Electrical Systems Commissioning

Commissioning Plan

Prior to permit issuance, Integral Group will develop a draft commissioning plan to document how the project will be commissioned. The plan will be updated as necessary during the construction phase and will include the following:

- General project information
- Commissioning team information
- Commissioning goals
- Commissioning process activities, schedules and responsibilities
- Systems to be commissioned
- Plans to test systems and components and shall include:
- Equipment and systems to be tested, including the extent of tests
- Functions to be tested

Pre-Functional Checklists - Installation Verification

We will review and approve the pre-functional test/checklist plan for each commissioned piece of equipment. The plan is to be submitted by the installing contractor and reviewed by Integral Group. Two submissions, and subsequent review, will be necessary: the first with the blank testing plan and another once it has been executed. This will ensure that all equipment is ready for functional testing (see next item) to begin. A typical testing plan includes TAB reports, sub-contractor pre- and startup checklists, controls point-to-point checklists, installation checklists, and other related information. The contractor is required to complete these forms and submit them to Integral Group for review prior to the start of functional testing.

We will also review the installation of the commissioned systems during construction to ensure proper installation. See deliverables section for proposed number of site visits. At our discretion, we may use these visits to witness select start-up and/or TAB activities to ensure proper procedures are followed. Exact systems and activities to be witnessed will be documented and communicated to the construction team.

There is no monitoring or review of the T24 installation and/or acceptance tests that are to be performed by the installing sub-contractor. However, the completed T24 acceptance tests will be required to be submitted as part of the completed pre-functional test package prior to commencement of the functional testing phase.

Controls Sequence of Operation Review

We will conduct a thorough review of the control sequences of operation submittal and identify potential problems. Contractors and designers will be responsible for responding to and addressing our comments on the control sequences. Functional Performance Test scripts development may not commence until these all issues are addressed.

Functional Performance Test Scripts and Onsite Testing

Functional performance tests shall demonstrate the correct operation of each component, system and system-to-system interface in accordance with the approved plans and specifications. Functional performance testing reports shall contain information addressing each of the building components tested, the testing methods utilized, and include any readings and adjustments made. We will author and provide the functional performance test scripts and will direct the onsite functional testing with the aid of the controls contractor and the installing sub-contractor. We will provide a list of deficiencies to the Contractor for resolution and back check those items. Only one retest visit is included; additional visits will be treated as

additional services on a T&M basis. The client may back-charge these to the contractor at fault (see assumptions section).

The Contractor shall organize and coordinate onsite commissioning activities, ensuring sub-contractors are present during commissioning and assist Integral Group in the execution of the commissioning process per the Commissioning Plan. All issues uncovered during functional testing shall be resolved by the Contractor.

Sampling techniques will be implemented to test mechanical equipment with multiple identical units per ASHRAE's commissioning guidelines. Sampling does not apply to commissioning of major equipment such as boilers, chillers, cooling towers, etc. The initial sample size will be determined based on the larger of a 10 or 20% rule. If 50% of the units in the first sample fail the functional performance test, another 20% will be tested – the second sample. If 50% of the second sample fail then the failure will be deemed catastrophic. At which point the test will stop and the contractor will have to verify and correct the issues for all remaining units. Once all issues have been corrected a retest may commence. All retesting costs will be treated as additional services. Commissioning specifications will contain language for the owner to back-charge the contractor at fault.

Systems Operations Training Verification/O+M Manual Review

The Contractor shall provide training of the appropriate maintenance staff for each equipment type and/or system and document these activities. Training activities will be verified in the following manner:

- Collect training syllabuses for review
- Collect sign-in sheets for all commissioned system training sessions
- Review Operations and Maintenance Manuals

Systems Manual/Current Facilities Requirement and Operations and Maintenance Plan

IG will assemble a systems manual/ Current Facilities Requirement and Operations and Maintenance Plan per LEED and T24 standards. The information will be mainly provided by the contracting team and reviewed and organized by IG. The document is to contain the following information:

- Site contact information
- A systems narrative describing the commissioned systems
- As-built sequences of operation
- Single-line diagrams, as-built drawings and record drawings
- Blank Functional Performance Tests
- Site events log
- Equipment set points (including any modifications)
- Building's occupancy schedule and equipment run-time schedules
- Set points for all HVAC equipment
- Minimum outside air requirements
- Troubleshooting and recommended maintenance for the building equipment; including sensor recalibration schedules
- A commissioning program that includes periodic commissioning requirements, ongoing/continuous commissioning tasks

Final Commissioning Report

Integral Group shall provide a complete report of commissioning process activities undertaken through the design, construction and reporting recommendations for post construction phases of the building project. The following items will be included in the final report:

- Executive Summary
- OPR and BOD documents
- Commissioning Plan
- Cx Reviews
- Issues Log along with any outstanding commissioning issues or system deficiencies that remain to be corrected
- Complete functional tests, complete pre-functional checklists including all supporting documentation (i.e. TAB report, manufacturer start up lists, etc.)
- Owner's Training Verification and Warranty Information

Base Scope of Work Deliverables Summary

Design Phase

- One (1) Cx review of the owner's project requirements (OPR) and basis of design (BOD)
- Title 24 Part 6 design phase Cx review and compliance forms
- One (1) review of the design documents and one (1) backcheck of the design review comments
- Cx specifications
- Draft Cx plan

Construction Phase

- One (1) review of controls sequences of operation
- One (1) review of installation and verification testing plan and verification of its implementation
- Up to three (3) 3hr onsite visits for installation verification
- Maintain issues log to document deficiencies during the testing phase
- Create functional performance tests
- Onsite witnessing of functional performance tests
- One (1) review of owner's training plan and verification of its implementation
- One (1) review of the project's O&M manuals

Closeout

- Cx report
- Systems manual/Current facilities requirements and operations and maintenance plan

Base Scope of Work Meetings

The following meetings are included in the base scope of work:

- One (1) in-person meeting for T24 design review Cx kickoff
- One (1) 1hr phone meeting to discuss T24 design review comments
- One (1) 1hr phone meeting to discuss LEED design review comments
- One (1) in-person construction Cx kickoff meeting
- Up to ten (10) 1hr phone meetings during the construction phase

2. OPTIONAL ADD SERVICE #1 – LEED v4 ENHANCED CREDIT (OPTION 1 PATH 1)

Integral Group (IG) will incorporate all additional tasks required to achieve the LEED v4 Enhance Commissioning credit (EA c1; Option 1 Path 1) into the commission process. By doing so the project will not only earn three (3) additional LEED points but also pursue a more robust commissioning process that extend into the warranty phase.

Submittals Review

Integral Group will conduct a single review of contractor submittals applicable to systems being commissioned for compliance with the OPR, BOD and contract documents. This review shall be concurrent with A/E reviews and submitted to the design team and Owner for inclusion in their response back to the installing sub-contractor.

Building Operator & End-user Training Documentation

Integral Group review training agenda content and document the owner's requirements for training provided by the contractors.

Ongoing Commissioning Plan

IG will develop an ongoing commissioning plan per LEED standards for the facility team to implement throughout the life of the building. Ongoing commissioning is a process for safeguarding a sound building operation that conforms to the initial building design. As such it aims for the building to continue performing according to the initial OPR, BOD, and approved design documents. At its core it is a continuing repetition of the functional performance testing and reporting that occurred during initial occupancy. But as the facilities operational requirements and/or the systems change, it also aims at guaranteeing documentation and new testing procedure remain up to date.

10-Month Warranty Operational Review

IG will review the operation of the building during the warranty period; usually 10 months into occupancy. IG will review the following items:

- Interview facilities staff of known issues
- Statically inspect the commissioned systems for issues
- Selectively review building systems operation via trends to ensure proper operation and/or overrides are not present affecting the operation and energy efficiency of the system

Contractor to provide any required trend data. Upon completing the review IG will provide a list of issues and recommendations to be corrected by the Contractor.

1. COMPENSATION

Compensation for Additional Services

Services which are authorized in writing by the Owner and which are outside of the Scope of Work as detailed in this Agreement shall be billed as Additional Services as a Lump Sum or on a Time and Materials basis as required. The time shall be billed according to the rate schedule in effect at the time the services are performed.

Estimates assume that work proceeds in a straightforward manner without significant redesign, scope or schedule changes, any

of which will warrant a renegotiation of fees. Our proposed level of effort and related fees are sensitive to changes in the project schedule. Since such changes in schedule may require additional time and input on our part, we carefully monitor each of our projects and notify our clients of any unforeseen changes in work scope or schedule. Such changes are our basis for negotiating additional fees.

Reimbursable Expenses:

Reimbursable expenses associated with a project include travel and all travel related expenses, parking, shipping, reproduction, in-house plotting of electronic files, models and mock-ups, and long distance telephone normal to the conduct of the project. Unless stated otherwise, these are billed in addition to our consulting fees. They are itemized separately and are billed at cost.

Invoices and Payments

Invoices for consulting fees and authorized reimbursable expenses are submitted monthly. We shall indicate the fees billed for the period, reimbursable expenses and amount billed to date. For fixed fee projects we invoice on the basis of the percent of work completed. All invoices are due within 30 days of date of invoice. An interest charge of the prevailing prime rate plus 2% will be incurred on all overdue balances.

Fee Proposal Estimates

Estimates and fees described in proposals reflect anticipated increases in consulting rates resulting from expected increases in salaries and inflation, and are tied to the project schedule, unless otherwise stated. Estimates and fees described in proposals are valid for a period of one month (thirty days). If this proposal has not been accepted after thirty days, these cost figures may be reviewed and revised.

3. Standard Term and Conditions

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client agrees that all disputes arising out of or relating to this Agreement shall be submitted to non-binding mediation in the State of California unless the parties mutually agree otherwise.

Termination

Our contract may be terminated by either party upon receipt of written notice at least seven days prior to the effective date of termination. All consulting fees and direct expenses accrued on a project as of the effective termination date shall be paid by Client.

Use of Consultant's Documents

All documents, including this proposal, prepared by the Consultant with regards to this Project shall be construed as instruments of the Consultant's services for use with sole respect to this Project. The Consultant shall remain the owner of these documents and shall retain all rights thereto. Any reuse of these documents without specific written authorization and adaptation by Integral Group Inc. will entitle us to further compensation and may subject the unauthorized user to legal action.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Exhibit B
Fee Schedule

PROFESSIONAL FEES

The services described below will be provided on a FIXED FEE basis, by the following phases:

	Fee
T24 / LEED Fundamental Cx Services	\$40,000
Add for LEED Enhanced Cx	\$7,500
TOTAL T24 / LEED Fundamental & Enhanced Cx	\$47,500

The project will be invoiced on a monthly, percent complete basis as scope and deliverables are completed. Optional services that are elected will be invoiced concurrently with the base design phases/tasks.

1. SCHEDULE OF HOURLY RATES

Our current standard rates are listed below. This applies to changes, add-services and contactor back charges, as applicable. Note the prices quoted for the Cx services covered in this proposal include 10% discount.

Managing Principal	\$ 340.00	Engineer/Designer - L2	
Principal	\$ 300.00	Sustainability Consultant - L3	
Associate Principal	\$ 200.00	Building Performance Analyst - L2	\$ 145.00
Senior Sustainability Consultant - L5	\$ 195.00	Senior BIM Designer - L2	
Associate		Commissioning Agent - L2	
Engineer/Designer - L4	\$ 185.00	BIM Designer - L2	\$ 135.00
Project Manager		Engineer/Designer - L1	
Sr. Building Performance Analyst - L4		Sustainability Coordinator - L2	
Engineer/Designer - L3		Building Performance Analyst - L1	\$ 130.00
Building Performance Analyst - L3	\$ 170.00	BIM Designer - L1	
BIM Lead - L3		Commissioning Agent - L1	
Senior Commissioning Agent - L3		Sustainability Coordinator - L1	\$ 125.00
Sustainability Consultant - L4	\$ 160.00	Project Administrator	\$ 95.00

*Please note that the rates above are subject to annual adjustment on January 1st of each calendar year

The project will be invoiced on a monthly, percent complete basis as scope and deliverables are completed. Optional services that are elected will be invoiced concurrently with the base design phases/tasks.

PROJECT UNDERSTANDING

Our proposal and scope of work is based on the RFP dated September 4, 2019, including Addendum 1 (dated August 2, 2019) and Addendum 2 (dated August 12, 2019) as provided by the Oakland Unified School District and applies to the following project description.

T24 and LEED v.4 (Fundamental, with Enhanced included as an Add-option) Commissioning services associated with the design and construction of a new two-story, 54,000 square foot office building at the Cole Campus. Construction and turnover of the

Fee Proposal
for
**Commissioning Services
for Central Administrative Center
at Cole Campus**

Prepared for
Oakland Unified School District

Prepared by
Integral Group

09/25/2019





INTEGRAL GROUP

September 25, 2019

Oakland Unified School District
Tadashi Nakadegawa, Acting Executive Director
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

Andrea Traber
Senior Principal
427 13th Street
Oakland, CA 94612
atraber@integralgroup.com
510.693.2468

RE: Central Administrative Center at Cole Campus

Thank you for inviting Integral Group to submit a fee proposal document for your review. Enclosed with this letter is Integral Group's qualifications along with the scope and fee proposal to provide Commissioning Services for the **Oakland Unified School District - Cole Admin Center** in Oakland, CA.

Integral Group fully supports Oakland Unified School District's project goals on multiple levels by offering the following benefits:

- Proven ability to deliver on Office Buildings and Schools
- Experienced in the design of local award-winning and LEED certified projects
- Knowledge of City of Oakland requirements (OUSD standards, codes and bylaws) and experience with their general policy for green building. Our previous work in the area gives us a solid understanding of the mandate and objectives of the City of Oakland Urban Design Panel.
- We are a Local Business Enterprise and are committed to providing high quality commissioning services in the City of Oakland. Our LBE certificate is attached at the end of this document.
- Ability to deliver project **on budget and on time.**
- Minimizing risk from the beginning to end of the project and cost certainty during construction through an **integrated approach and project delivery method.**

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

Integral Group has no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

We look forward to the opportunity to work together with the Oakland Unified School District to deliver this project.

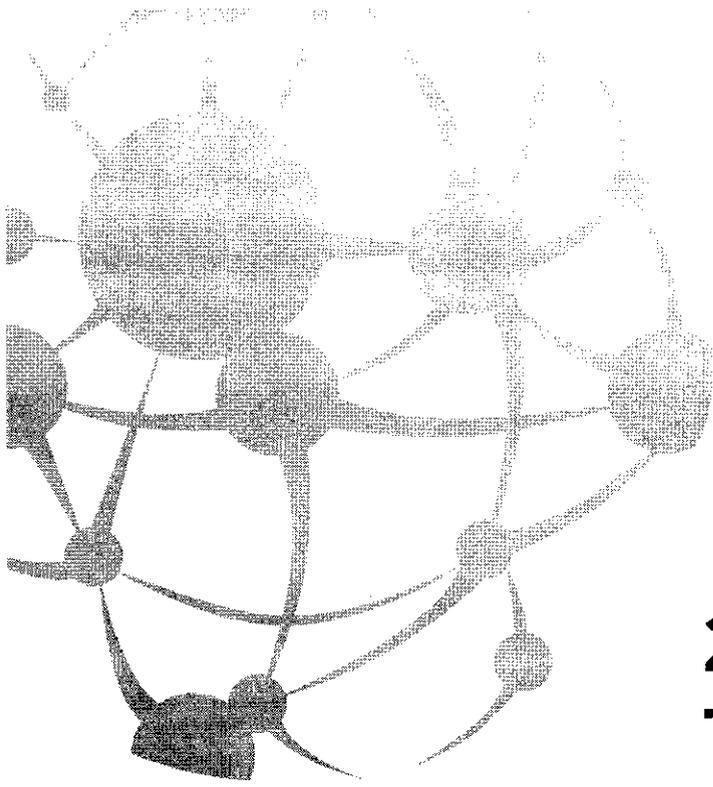
Should you have any questions, please do not hesitate to contact me at atraber@integralgroup.com.

Yours truly,

Andrea Traber, AIA, LEED Fellow
Senior Principal

Derek Kmicikiewicz PE
Commissioning Team Lead

Integral Group



2.2 TABLE OF CONTENTS

2.3 EXECUTIVE SUMMARY

2.4 FIRM INFORMATION

Firm History

Relevant Experience

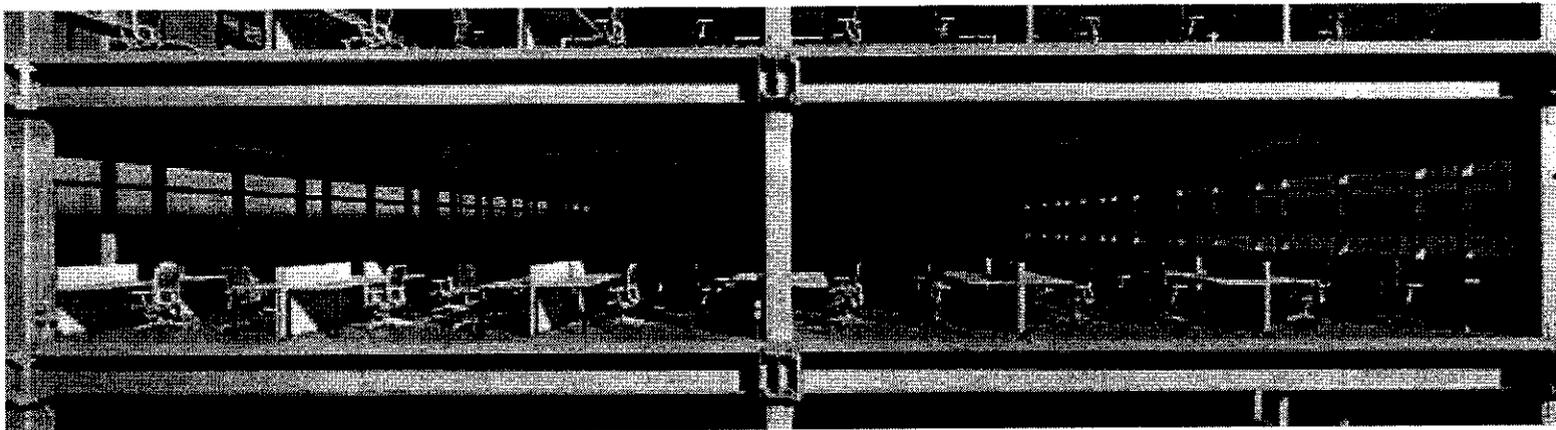
2.6 PROFESSIONAL FEES

LBE CERTIFICATE

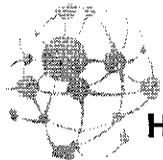
2.3 EXECUTIVE SUMMARY

Integral Group's Commissioning Services span all facets of the built environment and our experience consists of millions of square feet and a wide collection of building types – including higher education, retail, commercial, institutional, laboratories, and data centers with LEED certified, Silver, Gold, Platinum, and Net Zero Energy goals. For new construction, our teams undertake a systematic process ensuring systems are designed, installed, functionally tested, and perform in conformity with the design intent. The planning and execution of our commissioning methodology is grounded in industry reference guideline documents, including the ASHRAE Guideline 1.1 HVAC&R Technical Requirements for The Commissioning Process, and with the CSA Standard Z320 for Building Commissioning. More recently, we have integrated the California Title 24 2013 requirements into our commissioning process.

In this Statement of Qualifications and Fee document, the Integral Group team aims to demonstrate our expertise in commissioning services for the new office building and site development at the Cole Campus and for future school projects.



2.4 FIRM INFORMATION



History of Ownership

Integral Group is comprised of firms that have been in business for 28 years. Integral Group was formed in 2009 at which time Rumsey Engineers (formed in 1996), Ai Engineering (formed in 1989) and Integral Performance Engineering (formed in 2005) joined Integral Group. Our shareholders include:

- Kevin Hydes >1% ownership
- Gerry Faubert >1% ownership
- Conrad Schartau >1% ownership
- Goran Ostojic >1% ownership
- Doug Kerr >1% ownership
- Chris Piche >1% ownership

Stakeholder Engagement

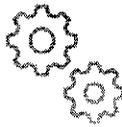
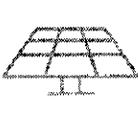
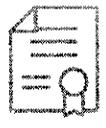
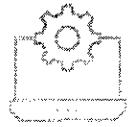
When working with key stakeholders at the such as District admin officials, community partners and facilities staff, Integral Group's philosophy is to establish and maintain the owner's project goals from the beginning, so that all decisions keep these key factors in mind. We invigorate and push the collaborative process with input from all stakeholders. Truly integrated design requires breaking down barriers between trade disciplines, design team partners, and clients. We support ongoing communication between the disciplines to identify and meet clearly defined goals. Together, we target systems and strategies that can optimize integrated design, minimize costs and improve the user experience.

Integral Group is a global network of **mechanical, electrical, plumbing, and energy engineers** collaborating under a single deep green engineering umbrella. We specialize in the design of simple, elegant, cost-effective systems for a wide variety of project types: residential, mixed use, critical environments (cleanrooms, laboratories, and data centers), institutional, industrial and commercial buildings. We also provide comprehensive analyses of installations that help prioritize energy performance potential. Integral Group is widely regarded as a pioneer in building design, sustainability and performance.

Our team recognizes the importance of increasing efficiencies and longevity of systems, while mitigating long-range costs. Our services include design, feasibility studies, sustainable master planning, community- and district-scale energy system design based on low-carbon, renewable energy sources, peer reviews, energy audits, construction administration, and commissioning. Additionally, we implement a technically innovative approach to defining clients' requirements and providing a fully integrated product that supports their business objectives.

Workload Management

Integral Group is currently undertaking numerous projects which are at various stages of completion. This staggered workload allows us to commit our staff and resources to the Central Administrative Center and Various Sites as the need arises. Integral Group has the capacity to handle major projects with construction values of up to \$400 million and the flexibility to address and expedite small renovation projects. We offer a single point of accountability, ensuring all needs of the project are met including potential delays.

MECHANICAL 	ELECTRICAL 	WATER 	ENERGY 
INTEGRALDRIVE 	SUSTAINABILITY 	REFRIGERATION 	COMMISSIONING 
LIGHTING DESIGN 	FIRE PROTECTION 	TECHNOLOGY 	INTEGRATION 

2.4.4. RELEVANT EXPERIENCE



Oakland Unified School District Fremont High School

Location: Oakland, CA
Construction Cost: n/a
Sustainability: Zero Net Energy & CHPS Targets

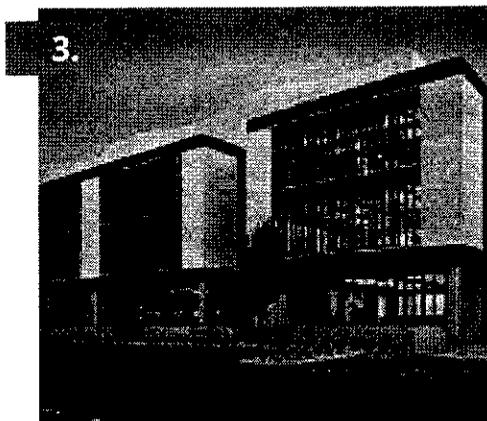
Integral Group has been retained to complete a Total Building Commissioning program for this new high school. We are tasked to drive the Owner's Project Requirements with templates and review of the document with client input and coordination. We will review for OUSD standards and requirements, and provide additional technical input into the document and standards for the District for adoption.



San Francisco USD Commissioning Controls & Standards

Location: San Francisco, CA
Construction Cost: n/a
Sustainability: Zero Net Energy Target

In order to support San Francisco Unified School District's Zero Net Energy / carbon neutral goals, the district engaged Integral Group to develop owner's project requirements (OPR), design standards & guidelines, standard specifications, and commissioning and training protocols for the District's Energy Management System (EMS). The goal of this project was to reduce change orders, streamline equipment/system start-up, reduce maintenance difficulties, and minimize energy usage during operations.



De La Salle High School STREAM Innovation Center

Location: Concord, CA
Construction Cost: \$20 Million

Integral Group provided commissioning services as well as MEP design services for this project. For energy-efficient heating and cooling, we designed in-slab radiant systems throughout the building.

In-slab radiant systems run hot or cold water through flexible tubes embedded in building slabs to heat or cool the surfaces. The increased surface area of the radiant floor and exposed in-slab ceiling at De La Salle further improve the heating and cooling capacity of the STREAM Building; it also makes the interior spaces more thermally comfortable.

SELECT EXPERIENCE

4.



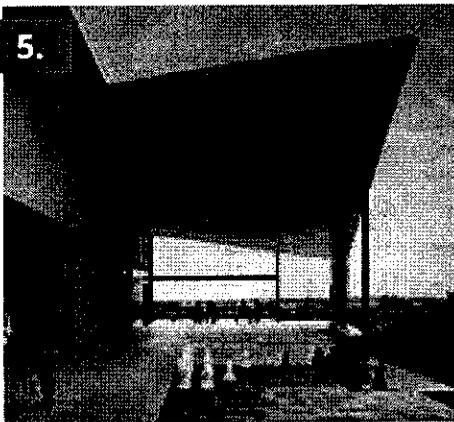
Glendale Unified School District Commissioning

Location: Glendale, CA
Construction Cost: n/a
Sustainability: CHPS and CalGreen Requirements

Integral Group is currently providing commissioning services to nine new-build Glendale Unified School District projects in accordance with CHPS and CalGreen requirements.

The scope of commissioning services includes all the Mechanical, Electrical and Plumbing systems which will result in a more reliable, more efficient and much safer HVAC system. The functional performance tests will ensure the systems are integrated and operate as per the engineer's design.

5.



Bishop O'Dowd High School Center for Environmental Studies

Location: Oakland, CA
Construction Cost: \$2.4 Million
Sustainability: Zero Net Energy Measured & Verified LEED Platinum Certified

Bishop O'Dowd High School's Center for Environmental Studies (CES) is home to the school's environmental science and engineering program. Designed to complement the Living Lab—a 4.5-acre hillside restoration site, ecological study area, and wildlife habitat at the perimeter of the campus—a new building and landscape elements tie the Living Lab to the campus core. HVAC systems commissioned include radiant slab and air-to-water heat pump.

6.



Nueva High School at Bay Meadows

Location: San Mateo, CA
Construction Cost: n/a
Sustainability: LEED Gold Certified

The Nueva School's new Bay Meadows campus provides a beautiful, comfortable, and collaborative learning landscape for grades 9-12. Integral Group provided full mechanical, electrical, and plumbing design services for the project, as well as energy modeling and commissioning services. We also designed the photovoltaic (PV) array to offset a portion of the building's energy use. Commissioned systems included radiant slab, heating plant with condensing boilers, and dedicated outside air units with evaporative cooling.

SELECT EXPERIENCE

7.



Marin Academy Science and Innovation Center

Location: San Rafael, CA
Construction Cost: \$18.5 Million
Sustainability: LEED Gold Target

The new Science and Innovation Center at Marin Academy includes six new science lab classrooms, research labs, and community space. Integral Group provided commissioning services as well as MEP design services for this project. The project integrates with a campus renewable energy strategy to provide solar power generation on-site, and is PV-ready. Main systems commissioned include radiant slab, heating and cooling plant with condensing boilers, and dedicated outside air units with CHW/HW coil.

8.

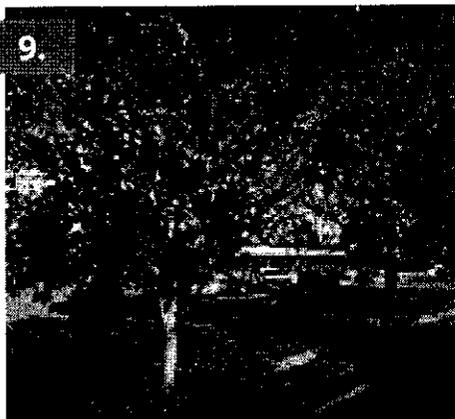


Woodside Priory School Expansion

Location: Portola Valley, CA
Construction Cost: n/a
Sustainability: Zero Net Energy Ready

Integral Group helped design the new STREAM (science, technology, religion, engineering, arts, and math) classroom building and residential faculty building on the campus that seamlessly blend into the surrounding landscape. The aim was to provide beautiful, healthy, and energy-efficient spaces. Main project elements include a classroom building with teacher administrative spaces. The main HVAC system commissioned is a VRF system.

9.



Fremont Unified School District Various Projects

Location: Fremont, CA

- Azevada Elementary School
- Mattos Elementary School
- Irvington High School

SELECT EXPERIENCE REFERENCES

1.

Oakland Unified School District Fremont High School

Client: Oakland Unified School District

Client Contact: Tadashi Nakadegawa

Client Email + Phone: Tadashi.Nakadegawa@ousd.org | 510.535.7038

Integral Group Contact: William Casper-Ortiz | wcasperortiz@integralgroup.com

2.

San Francisco USD Commissioning Controls & Standards

Client: San Francisco Unified School District

Client Contact: Nik Kaestner

Client Email + Phone: kaestern@sfsud.edu | 415.241.4327

Integral Group Contact: Andrea Traber | atraber@integralgroup.com

3.

De La Salle High School STREAM Innovation Center

Client: RATCLIFF

Client Contact: Dan Johnson

Client Email + Phone: djohnson@ratcliff.com | 510.899.6443

Integral Group Contact: Eric Soladay Solrain | 510.663.2070 x 2024

4.

Glendale Unified School District Commissioning

Client: Glendale Unified School District

Client Contact: Steven Ross, Senior Project Manager

Client Email + Phone: sross@ccorpusa.com | 909.3631.8258

Integral Group Contact: Andrew Reilman | 323.825.9955 x1412

5.

Bishop O'Dowd High School Center for Environmental Studies

Client: Siegel & Strain

Client Contact: Susi Marzoula

Client Email + Phone: susi@siegelstrain.com | 510.547.8092

Integral Group Contact: David Kaneda dkaneda@integralgroup.com

6.

Nueva High School at Bay Meadows

Client: Nueva High School

Client Contact: Lara, Nueva Schools Interim Director of Development

Client Email + Phone: mlara@nuevaschoo.org | 650.350.4557

Integral Group Contact: Eric Soladay Solrain | 510.663.2070 x 2024

7.

Marin Academy Science and Innovation Center

Client: Marin Academy

Client Contact: Michael Morris

Client Email + Phone: community@ma.org | 415.453.8538

Integral Group Contact: Eric Soladay Solrain | 510.663.2070 x 2024

8.

Woodside Priory School Expansion

Client: Woodside Priory School

Client Contact: Suzanne Couch

Client Email + Phone: EMAIL | 650.851.8221

Integral Group Contact: David Kaneda dkaneda@integralgroup.com

ADDITIONAL PUBLIC K-12 EXPERIENCE

Burlingame Unified School District | Burlingame, CA

- Elementary School: Programming & Modernizations
- High School Modernization (IMAC Lab, Shop Building, Main Building, Parking Lighting)
- High School Theatre Remodel
- District Facilities Assessment
- Intermediate School Library

Campbell Union High School District | Campbell, CA

- 3.4 MW of Photovoltaics across 8 Campuses
- District Office Masterplan
- Del Mar High School- Science Education Facility, Zero Net Electric Energy
- Prospect High School - Science Education Facility, Zero Net Energy
- Westmont High School
- Science Education Facility, Zero Net Electric Energy
- Cafeteria

Campbell Union School District | Campbell, CA

- Lighting Retrofit for Five Campuses
- Blackford Elementary Multi Use Facility, Zero Net Energy
- Castlemont Elementary Multi Use Facility, Zero Net Energy
- Forest Hill Elementary Temporary Classrooms
- Sherman Oaks Elementary Multi Use Facility, Zero Net Energy
- Lynhaven Elementary Multi Use Facility, Zero Net Energy
- Monroe Middle School Cafeteria Remodel
- Monroe Middle School New Modular Classrooms
- Rolling Hills Elementary School New Campus
- Rolling Hills Middle School Ballfield

Cabrillo Unified School District | Half Moon Bay, CA

- Cunha Middle School Modernization

Dublin Unified School District | Dublin, CA

- Dublin High School
- New Math and Science Building
- Sports Complex New Classroom Building
- Theater Arts Building / CHPS Corridor
- Cafeteria

East Side Union High School District | San Jose, CA

- Master Plan for 14 Schools
- Foothill High School, Streetscape
- Independence High School
- 14 Classroom Buildings
- HVAC Replacement
- Theatre
- Gym
- William C. Overfelt High School, Portables
- Santa Teresa High School
- Auditorium Modernization, Scoreboard
- Beautification & Infrastructure
- Theater

Fremont Unified School District | Fremont, CA

- Azevada Elementary School
- Mattos Elementary School
- Irvington High School

Evergreen School District | San Jose, CA

- Leyva Middle School New Administration Building / LEED Gold / CHPS Verified / Targets
- Modernizations and New Multipurpose & Classroom Building: 10 Elementary and 2 Middle Schools

Gilroy Unified School District | Gilroy, CA

- District Standards
- Las Animas Elementary School New Campus

Hayward Unified School District | Hayward, CA

- Burbank Elementary School
- Interim Housing
- Portable Classrooms
- Schafer Park

Hillsdale School District | San Mateo, CA

- Hillsdale Theater Remodel

Livermore Valley Joint Unified School District | Livermore, CA | Modernizations, 2 campuses

Los Gatos Union School District | Los Gatos, CA

- Blossom Hill Elementary School Interim Housing & Modernization
- Dave's Avenue Elementary School
- Infrastructure
- Interim Housing & Modular District Office
- Fisher Middle School Auxiliary Gymnasium

Morgan Hill Unified School District | Morgan Hill, CA

- Britton Middle School, New Locker Room

Oakland Unified School District | Oakland, CA

- Hillcrest Elementary School
- Edna Brewer Middle School
- Cox Elementary
- Downtown Educational Complex / Zero Net Electric Energy, Grid Neutral, CHPS Verified
- Fremont High School / Zero Net Energy

Oak Grove School District | San Jose, CA

- Oak Ridge Elementary Schools Modernization
- Taylor Elementary Schools Modernization

Orchard School District | San Jose, CA

- Building A Fire Alarm Changes, LEED Documentation
- Building K Efficiency Revisions & Energy Study
- Building I HVAC Upgrades
- Library Expansion

Pajaro Valley Unified School District | Watsonville, CA

- Modernized 3 Campuses

Palo Alto Unified High School District | Palo Alto, CA

- Modular District Office
- Terman School

Salinas Union High School District | Salinas, CA

- Alvarez High School Aquatic Center & Security System

San Jose Unified School District | San Jose, CA

- Allen at Steinbeck School Modernization
- Anne Darling Elementary School Modernization
- Day Care Building
- Infrastructure

San Jose Unified School District | San Jose, CA

- Anne Darling Elementary School Modernization
- Interim Housing Kitchen
- Kindergarten Portables & Revised Portable Plans
- Bachrodt Elementary School
- Media Center Modifications & Computer Classroom
- Security Modernization
- Santa Clara County Office of Education
- Burnet Middle School, Kitchen Remodel
- Castillero Middle School, Kitchen Remodel
- District Central Kitchen
- River Glen Elementary School, Kitchen Additions
- Simonds Elementary School, Kitchen Additions
- Terrell Elementary School Administration & Modernization
- Williams Elementary School, Kitchen Additions
- Willow Glen High School, Library Addition

San Mateo Union High School District | San Mateo, CA

- Aragon High School, New Theater

Sequoia Union High School District | Redwood City, CA

- Sequoia High School Gymnasium / LEED Platinum Certified

South San Francisco Unified School District | South San Francisco, CA

- Buri Buri Elementary School
- Junipero Serra Elementary School
- Sunshine Gardens Elementary School
- Los Cerritos Elementary School
- Parkway Heights Middle School
- South San Francisco High School

Sunnyvale Unified School District | Sunnyvale, CA

- Columbia Neighborhood Center / CHPS Verified
- Intermediate Schools (4)
- Modernizations
- New Administration Offices
- Gym & Classroom Buildings

Sunol Glen Unified School District | Sunol, CA

- Sunol Glen Elementary School Additions & Modernization

Union School District | San Jose, CA

- Phased Modernizations: 4 Elementary Schools, Intermediate School

West Contra Costa Unified School District | Hercules, CA

- Ohlone Elementary School New Multipurpose Building
- Ohlone Elementary School Reconstruction Phase I&II

2.6 PROFESSIONAL FEES + SERVICES



PROFESSIONAL FEES

Exhibit B"

The services described below will be provided on a FIXED FEE basis, by the following phases:

	Fee
T24 / LEED Fundamental Cx Services	\$40,000
Add for LEED Enhanced Cx	\$7,500
TOTAL T24 / LEED Fundamental & Enhanced Cx	\$47,500

The project will be invoiced on a monthly, percent complete basis as scope and deliverables are completed. Optional services that are elected will be invoiced concurrently with the base design phases/tasks.

1. SCHEDULE OF HOURLY RATES

Our current standard rates are listed below. This applies to changes, add-services and contactor back charges, as applicable. Note the prices quoted for the Cx services covered in this proposal include 10% discount.

Managing Principal	\$ 340.00	Engineer/Designer - L2	
Principal	\$ 300.00	Sustainability Consultant - L5	
Associate Principal	\$ 200.00	Building Performance Analyst - L2	\$ 125.00
Senior Sustainability Consultant - L5	\$ 195.00	Senior BIM Designer - L2	
Associate		Commissioning Agent - L2	
Engineer/Designer - L4	\$ 185.00	BIM Designer - L2	\$ 135.00
Project Manager		Engineer/Designer - L1	
Sr. Building Performance Analyst - L4		Sustainability Coordinator - L2	
Engineer/Designer - L3	\$ 170.00	Building Performance Analyst - L3	\$ 115.00
Building Performance Analyst - L3		BIM Designer - L1	
BIM Lead - L3		Commissioning Agent - L1	
Senior Commissioning Agent - L3		Sustainability Coordinator - L1	\$ 125.00
Sustainability Consultant - L4	\$ 160.00	Project Administrator - L1	\$ 95.00

*Please note that the rates above are subject to annual adjustment on January 1st of each calendar year

The project will be invoiced on a monthly, percent complete basis as scope and deliverables are completed. Optional services that are elected will be invoiced concurrently with the base design phases/tasks.

PROJECT UNDERSTANDING

Our proposal and scope of work is based on the RFP dated September 4, 2019, including Addendum 1 (dated August 2, 2019) and Addendum 2 (dated August 12, 2019) as provided by the Oakland Unified School District and applies to the following project description.

T24 and LEED v.4 (Fundamental, with Enhanced included as an Add-option) Commissioning services associated with the design and construction of a new two-story, 54,000 square foot office building at the Cole Campus. Construction and turnover of the

Cole Admin Building constitutes Phase 2 of the four-phase site development plan. Commissioning of lighting controls for the site parking that is part of Phase 4 will be included in the scope of Post-occupancy services.

PROJECT SCHEDULE

Design Phase ----- Dec 2019 - Aug 2020 (9 months)
Construction Acceptance Phase ----- Sep 2020 - Sep 2022 (24 months)
Post Occupancy Phase ----- Oct 2022 - Sep 2023 (12 months)

EXHIBIT A

SCOPE OF WORK

Cole Admin Building constitutes Phase 2 of the four-phase site development plan. Commissioning of lighting controls for the site parking that is part of Phase 4 will be included in the scope of Post-occupancy services.

1. BASE SCOPE OF WORK - T24 Cx/LEED v4 Fundamental Cx

Integral Group (IG) will provide a commissioning process as required by T24 Part 6 and CalGreen (Part 11) and to meet LEED v4 Fundamental Commissioning pre-requisite (EA p1). Please note that CalGreen's commissioning section requirements are in addition to the Cx requirements set forth in Part 6 of Title 24 (Energy Code). Therefore, the project must comply with both sections.

The following systems will be commissioned as part of this scope of work:

- Heating, ventilation, air conditioning (HVAC) systems and controls
- Indoor lighting systems and controls
- Domestic Hot Water Systems
- Photovoltaic system (if applicable)
- Water Reuse System (if applicable)
- Irrigation System (if applicable)

There is no process equipment included in this scope of work.

LEED Enhanced Cx activities have been broken out and presented as optional services. Please refer to the Optional service section of this proposal the associated scope of work.

Review of Owner's or Owner representative's Project Requirements (OPR)

The commissioning team will **review the OPR document provided by the owner's representative**. The expectations and requirements of the building appropriate to its phase shall be documented at the start of design phase. This documentation shall include the following:

- Environmental and sustainability goals
- Energy efficiency goals
- Indoor environmental quality requirements
- Project program, including facility functions and hours of operation, and need for after-hours operation
- Equipment and systems expectations
- Building occupant and operation and maintenance (O&M) personnel expectations

Review of Basis of Design (BOD)

The commissioning team will **review the basis of design document provided by the design team**. The BOD is a written explanation of how the design of the building systems meets the OPR shall be completed at the design phase of the building project and updated as necessary during the design and construction phases. The Basis of Design document shall cover the following systems (as applicable for project):

- Heating, ventilation, air conditioning (HVAC) systems and controls
- Indoor lighting systems and controls
- Domestic Hot Water Systems
- Photovoltaic system (if applicable)
- Water Reuse System (if applicable)
- Irrigation System (if applicable)

LEED Design Review

IG will conduct a single design review of the commissioned systems. This is to ensure OPR and BOD element inclusion into the contract documents. Furthermore, it will provide another layer of quality assurance to vet the design and constructability of the documents. The comments will also help reduce change orders and other complications that may arise during construction. We will provide an itemized list of issues and will conduct a one-time back check them in the subsequent contract document set. Documents provided for review should contain enough information (i.e. control sequences, etc.) for a thorough review. The review will occur at around the mid-construction documents phase and the back check around 90% of the same phase.

Per LEED v4 the review will also encompass elements of the building envelope. Specifically, the continuity of the water, vapor, air and thermal barriers.

Commissioning Specifications

Integral Group will provide commissioning specifications to be included into the contract documents. We will provide the following specification sections for inclusion by the Design Team:

- 019113 – General Commissioning Requirements
- 220800 – Plumbing Systems Commissioning
- 230800 – Mechanical Systems Commissioning
- 260800 – Electrical Systems Commissioning

Commissioning Plan

Prior to permit issuance, Integral Group will develop a draft commissioning plan to document how the project will be commissioned. The plan will be updated as necessary during the construction phase and will include the following:

- General project information
- Commissioning team information
- Commissioning goals
- Commissioning process activities, schedules and responsibilities
- Systems to be commissioned
- Plans to test systems and components and shall include:
 - Equipment and systems to be tested, including the extent of tests
 - Functions to be tested

Pre-Functional Checklists – Installation Verification

We will review and approve the pre-functional test/checklist plan for each commissioned piece of equipment. The plan is to be submitted by the installing contractor and reviewed by Integral Group. Two submissions, and subsequent review, will be necessary: the first with the blank testing plan and another once it has been executed. This will ensure that all equipment is ready for functional testing (see next item) to begin. A typical testing plan includes TAB reports, sub-contractor pre- and startup checklists, controls point-to-point checklists, installation checklists, and other related information. The contractor is required to complete these forms and submit them to Integral Group for review prior to the start of functional testing.

We will also review the installation of the commissioned systems during construction to ensure proper installation. See deliverables section for proposed number of site visits. At our discretion, we may use these visits to witness select start-up and/or TAB activities to ensure proper procedures are followed. Exact systems and activities to be witnessed will be documented and communicated to the construction team.

There is no monitoring or review of the T24 installation and/or acceptance tests that are to be performed by the installing sub-contractor. However, the completed T24 acceptance tests will be required to be submitted as part of the completed pre-functional test package prior to commencement of the functional testing phase.

Controls Sequence of Operation Review

We will conduct a thorough review of the control sequences of operation submittal and identify potential problems. Contractors and designers will be responsible for responding to and addressing our comments on the control sequences. Functional Performance Test scripts development may not commence until these all issues are addressed.

Functional Performance Test Scripts and Onsite Testing

Functional performance tests shall demonstrate the correct operation of each component, system and system-to-system interface in accordance with the approved plans and specifications. Functional performance testing reports shall contain information addressing each of the building components tested, the testing methods utilized, and include any readings and adjustments made. We will author and provide the functional performance test scripts and will direct the onsite functional testing with the aid of the controls contractor and the installing sub-contractor. We will provide a list of deficiencies to the Contractor for resolution and back check those items. Only one retest visit is included; additional visits will be treated as



additional services on a T&M basis. The client may back-charge these to the contractor at fault (see assumptions section).

The Contractor shall organize and coordinate onsite commissioning activities, ensuring sub-contractors are present during commissioning and assist Integral Group in the execution of the commissioning process per the Commissioning Plan. All issues uncovered during functional testing shall be resolved by the Contractor.

Sampling techniques will be implemented to test mechanical equipment with multiple identical units per ASHRAE's commissioning guidelines. Sampling does not apply to commissioning of major equipment such as boilers, chillers, cooling towers, etc. The initial sample size will be determined based on the larger of a 10 or 20% rule. If 50% of the units in the first sample fail the functional performance test, another 20% will be tested – the second sample. If 50% of the second sample fail then the failure will be deemed catastrophic. At which point the test will stop and the contractor will have to verify and correct the issues for all remaining units. Once all issues have been corrected a retest may commence. All retesting costs will be treated as additional services. Commissioning specifications will contain language for the owner to back-charge the contractor at fault.

Systems Operations Training Verification/O+M Manual Review

The Contractor shall provide training of the appropriate maintenance staff for each equipment type and/or system and document these activities. Training activities will be verified in the following manner:

- Collect training syllabuses for review
- Collect sign-in sheets for all commissioned system training sessions
- Review Operations and Maintenance Manuals

Systems Manual/Current Facilities Requirement and Operations and Maintenance Plan

IG will assemble a systems manual/ Current Facilities Requirement and Operations and Maintenance Plan per LEED and T24 standards. The information will be mainly provided by the contracting team and reviewed and organized by IG. The document is to contain the following information:

- Site contact information
- A systems narrative describing the commissioned systems
- As-built sequences of operation
- Single-line diagrams, as-built drawings and record drawings
- Blank Functional Performance Tests
- Site events log
- Equipment set points (including any modifications)
- Building's occupancy schedule and equipment run-time schedules
- Set points for all HVAC equipment
- Minimum outside air requirements
- Troubleshooting and recommended maintenance for the building equipment; including sensor recalibration schedules
- A commissioning program that includes periodic commissioning requirements, ongoing/continuous commissioning tasks

Final Commissioning Report

Integral Group shall provide a complete report of commissioning process activities undertaken through the design, construction and reporting recommendations for post construction phases of the building project. The following items will be included in the final report:

- Executive Summary
- OPR and BOD documents
- Commissioning Plan
- Cx Reviews
- Issues Log along with any outstanding commissioning issues or system deficiencies that remain to be corrected
- Complete functional tests, complete pre-functional checklists including all supporting documentation (i.e. TAB report, manufacturer start up lists, etc.)
- Owner's Training Verification and Warranty Information

Base Scope of Work Deliverables Summary

Design Phase

- One (1) Cx review of the owner's project requirements (OPR) and basis of design (BOD)
- Title 24 Part 6 design phase Cx review and compliance forms
- One (1) review of the design documents and one (1) backcheck of the design review comments
- Cx specifications
- Draft Cx plan



Construction Phase

- One (1) review of controls sequences of operation
- One (1) review of installation and verification testing plan and verification of its implementation
- Up to three (3) 3hr onsite visits for installation verification
- Maintain issues log to document deficiencies during the testing phase
- Create functional performance tests
- Onsite witnessing of functional performance tests
- One (1) review of owner's training plan and verification of its implementation
- One (1) review of the project's O&M manuals

Closeout

- Cx report
- Systems manual/Current facilities requirements and operations and maintenance plan

Base Scope of Work Meetings

The following meetings are included in the base scope of work:

- One (1) in-person meeting for T24 design review Cx kickoff
- One (1) 1hr phone meeting to discuss T24 design review comments
- One (1) 1hr phone meeting to discuss LEED design review comments
- One (1) in-person construction Cx kickoff meeting
- Up to ten (10) 1hr phone meetings during the construction phase

2. OPTIONAL ADD SERVICE #1 – LEED v4 ENHANCED CREDIT (OPTION 1 PATH 1)

Integral Group (IG) will incorporate all additional tasks required to achieve the LEED v4 Enhance Commissioning credit (EA c1; Option 1 Path 1) into the commission process. By doing so the project will not only earn three (3) additional LEED points but also pursue a more robust commissioning process that extend into the warranty phase.

Submittals Review

Integral Group will conduct a single review of contractor submittals applicable to systems being commissioned for compliance with the OPR, BOD and contract documents. This review shall be concurrent with A/E reviews and submitted to the design team and Owner for inclusion in their response back to the installing sub-contractor.

Building Operator & End-user Training Documentation

Integral Group review training agenda content and document the owner's requirements for training provided by the contractors.

Ongoing Commissioning Plan

IG will develop an ongoing commissioning plan per LEED standards for the facility team to implement throughout the life of the building. Ongoing commissioning is a process for safeguarding a sound building operation that conforms to the initial building design. As such it aims for the building to continue performing according to the initial OPR, BOD, and approved design documents. At its core it is a continuing repetition of the functional performance testing and reporting that occurred during initial occupancy. But as the facilities operational requirements and/or the systems change, it also aims at guaranteeing documentation and new testing procedure remain up to date.

10-Month Warranty Operational Review

IG will review the operation of the building during the warranty period; usually 10 months into occupancy. IG will review the following items:

- Interview facilities staff of known issues
- Statically inspect the commissioned systems for issues
- Selectively review building systems operation via trends to ensure proper operation and/or overrides are not present affecting the operation and energy efficiency of the system

Contractor to provide any required trend data. Upon completing the review IG will provide a list of issues and recommendations to be corrected by the Contractor.

1. COMPENSATION

Compensation for Additional Services

Services which are authorized in writing by the Owner and which are outside of the Scope of Work as detailed in this Agreement shall be billed as Additional Services as a Lump Sum or on a Time and Materials basis as required. The time shall be billed according to the rate schedule in effect at the time the services are performed.

Estimates assume that work proceeds in a straightforward manner without significant redesign, scope or schedule changes, any



of which will warrant a renegotiation of fees. Our proposed level of effort and related fees are sensitive to changes in the project schedule. Since such changes in schedule may require additional time and input on our part, we carefully monitor each of our projects and notify our clients of any unforeseen changes in work scope or schedule. Such changes are our basis for negotiating additional fees.

Reimbursable Expenses

Reimbursable expenses associated with a project include travel and all travel related expenses, parking, shipping, reproduction, in-house plotting of electronic files, models and mock-ups, and long distance telephone normal to the conduct of the project. Unless stated otherwise, these are billed in addition to our consulting fees. They are itemized separately and are billed at cost.

Invoices and Payments

Invoices for consulting fees and authorized reimbursable expenses are submitted monthly. We shall indicate the fees billed for the period, reimbursable expenses and amount billed to date. For fixed fee projects we invoice on the basis of the percent of work completed. All invoices are due within 30 days of date of invoice. An interest charge of the prevailing prime rate plus 2% will be incurred on all overdue balances.

Fee Proposal Estimates

Estimates and fees described in proposals reflect anticipated increases in consulting rates resulting from expected increases in salaries and inflation, and are tied to the project schedule, unless otherwise stated. Estimates and fees described in proposals are valid for a period of one month (thirty days). If this proposal has not been accepted after thirty days, these cost figures may be reviewed and revised.

3. Standard Term and Conditions

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client agrees that all disputes arising out of or relating to this Agreement shall be submitted to non-binding mediation in the State of California unless the parties mutually agree otherwise.

Termination

Our contract may be terminated by either party upon receipt of written notice at least seven days prior to the effective date of termination. All consulting fees and direct expenses accrued on a project as of the effective termination date shall be paid by Client.

Use of Consultant's Documents

All documents, including this proposal, prepared by the Consultant with regards to this Project shall be construed as instruments of the Consultant's services for use with sole respect to this Project. The Consultant shall remain the owner of these documents and shall retain all rights thereto. Any reuse of these documents without specific written authorization and adaptation by Integral Group Inc. will entitle us to further compensation and may subject the unauthorized user to legal action.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

LBE CERTIFICATE

City Administrator's Office, Contracts and Compliance Division

LOCAL BUSINESS ENTERPRISE

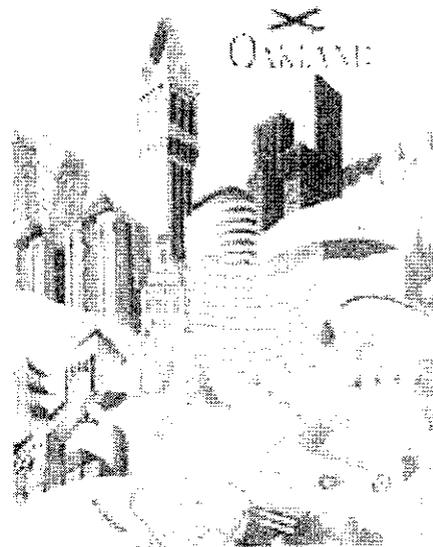
Presented to:

Integral Group, Inc.

Certification Code and Title:

541930 - Engineering Services

5628	30-Sep-20
Certification Number	Expiration Date
<i>Shelley Darrington</i>	9-21-18
Shelley Darrington, Senior Contract Compliance Officer	Date
<i>Debra Barnes</i>	9/21/18
Debra Barnes, Contracts and Compliance Director	Date
 CITY OF OAKLAND	



Integral Group is committed to technical accuracy, quality control and reliable high performance systems which is evidenced in each project. We recognize the importance of providing our clients with the necessary services and resources to increase efficiencies and longevity of their systems while mitigating long-range costs. These services include design, feasibility studies, peer reviews, energy audits, construction administration and commissioning. Additionally, we implement a technically innovative approach to defining clients' requirements and providing a fully integrated product that supports their business objectives.

Andrae Traber, AIA, LEED Fellow

Senior Principal, US West Sustainability & Resilient Design Leader

427 13th Street
Oakland, CA 94612
510.693.2468
atraber@integralgroup.com

Oakland, CA
San Jose, CA
Los Angeles, CA
Seattle, WA
Austin, TX
Atlanta, GA
Washington, DC
Richmond, VA
New York, NY
Sydney, AUS

Vancouver, BC
Victoria, BC
Calgary, AB
Edmonton, AB
Toronto, ON
London, UK
Oxford, UK
Belgrae, SER
Sydney, AUS
Melbourne, AUS
Brisbane, AUS



CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY)

11/5/2019

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

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

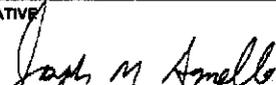
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
INSURED 1353592 INTEGRAL GROUP, INC. 427 13TH STREET OAKLAND, CA 94612	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co of America	
	INSURER B: Travelers Indemnity Company of America	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 25674 25666

COVERAGES INTGR05 **CERTIFICATE NUMBER:** 16394673 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	680002J670190(CA)	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			680006J243785	7/1/2019	7/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY	N	N	BA-8B772869	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						\$ XXXXXXXX
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> OCCUR						AGGREGATE \$ XXXXXXXX
	EXCESS LIAB						\$ XXXXXXXX
	<input type="checkbox"/> CLAIMS-MADE						
	DED						RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	UB007K011223	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A				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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: THE DISTRICT IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 16394673 OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center Project	Site	109
---------------------	------------------------------------	-------------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	The Integral Group, Inc.	Agency's Contact	Andrea Traber		
OUSD Vendor ID #	002203	Title	Manager		
Street Address	427 13th Street	City	Oakland	State	CA
Telephone	510-863-2070	Zip	94612	Policy Expires	
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 #	19119				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-12-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$57,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9805	Fund 21, Measure J	210-9650-0-9805-8500-6289-109-9180-9905-9999-99999	6289	\$57,500.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	11/6/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	11/15/19		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	11/6/19		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			