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Committee	Facilities
Introduction Date	4-23-2014
Enactment Number	14-0684
Enactment Date	4/23/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date April 23, 2014

Subject Amendment No. 1, Independent Consultant Agreement - KEMA (DNV) Services, Inc. - Havenscourt New Cafeteria & Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with KEMA (DNV) Services, Inc. for Commissioning Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project, in an amount not-to exceed \$7,540.00 increasing previous contract amount from \$52,000.00 to a not to exceed amount of \$59,540.00 and revising the end date from March 25, 2010 through December 31, 2012 to May 14, 2015. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Project delays were added to the original contract scope.

Local Business Participation Percentage 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety,



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

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

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with KEMA (DNV) Services, Inc. for Commissioning Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project, in an amount not-to exceed \$7,540.00 increasing previous contract amount from \$52,000.00 to a not to exceed amount of \$59,540.00 and revising the end date from March 25, 2010 through December 31, 2012 to May 14, 2015. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

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

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **KEMA (DNV)**. OUSD entered into an Agreement with CONTRACTOR for services on **February 25, 2010**, and the parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ **The scope of work has changed.**
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: **The scope of the project is to provide additional time and wages due to project going past original completion date, return trip for lighting demonstration, elevator machine room exhaust testing, and irrigation contractor testing.**

2. **Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If term is changed: The contract term is extended by an additional **Three years, four months and two weeks**, and the amended expiration date is **May 14, 2015**.

3. **Compensation:** ☐ The contract price is unchanged. ☐ The contract price has changed.
If the compensation is changed: The contract price is amended by
 x Increase of \$7,540.00 to original contract amount
 ☐ Decrease of \$ _____ to original contract amount
 and the new contract total is **Fifty-nine thousand, five hundred forty dollars and no cents (\$59,540.00)**

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President,
Board of Education

Date 4/24/14

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

Date 4/24/14

Timothy White, Associate Superintendent
Facilities, Planning and Management

Date 3/27/14

CONTRACTOR

Contractor Signature

3/27/14

Date

Erik Dyrr, Head of Section, Sustainable Buildings & Communities

Print Name, Title

EXHIBIT "A" Scope of Work**Contractor Name: KEMA (DNV) Services, Inc.****Billing Rate: Seven thousand, five hundred forty dollars and no cents (\$7,540.00)****1. Description of Services to be Provided**

The scope of the project is to provide additional time and wages due to project going past original completion date, return trip for lighting demonstration, elevator machine room exhaust testing, and irrigation contractor testing.

2. Specific Outcomes:

Create equitable opportunities for learning and accountable for quality.

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

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

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

Susie Butler Berkley 3-27-2014
Susie Butler-Berkley
Contract Analyst

Cx Task	# Persons	Duration (Hrs)	Total Labor Rate (\$/Hr)	Fee (\$)
1. Additional time and wages for return trip for lighting demonstration [Eclipse] (Lighting system not ready to demonstrate operation on 11/19/2013 - system not installed & operating in accordance with contract documents)	1	2	145.00	\$290.00
2. Additional time and wages for return trip for Elevator Machine Room Exhaust Testing [Monterey Mechanical] (Exhaust fan system not ready to demonstrate operation on 11/25/2013 - system not installed & operating in accordance with contract documents)	1	1	145.00	\$145.00
3. Additional time and wages for return trip due to irrigation contractor not present during initial FPT [RMT] (DNV KEMA was unable to test irrigation system due to contractor not being onsite and ready to demonstrate operation on 11/25/2013)	1	1	145.00	\$145.00
4. Additional time and wages due to project going past original completion date of 12/31/2012 (Activities occurring after project completion date: Project Coordination, Functional Performance Testing / Commissioning Coordination & Back-checking / Closeout of Open items on the Cx Issues Log / Trend Reviews / Final Cx Report & Systems Manual / Closeout Documentation)	1	48	145.00	\$6,960.00
NOTE: See TAB titled "Time & Added Wages" for further breakdown of Cx Task 4.				
TOTAL				\$7,540.00

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

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

Cx Task	# Persons	Duration (Hrs)	Total Labor Rate (\$/Hr)	Fee (\$)
1. Project Coordination (Reviewing meeting minutes issued between 1/4/2013 - 9/27/2013)	1	10	145.00	1,450.00
2. Functional Performance Testing / Coordination (Coordination for Functional Performance Testing for all the parties involved took place between 11/19/2013 through 1/3/2014. Functional performance testing took place on 11/19/2013, 11/25/2013 and 1/3/2014)	1	12	145.00	1,740.00
3. Back-checking / closeout of open items on the Cx Issues Log (Issued updated Cx Issues Log on 11/20/2013, 11/25/2013, 12/2/2013, 12/3/2013, 12/6/2013, 12/17/2013, 12/30/2013, 1/2/2014 and 1/6/2014)	1	10	145.00	1,450.00
4. Closeout Documentation (Trend Reviews / Final Cx Report & Systems Manual / Closeout Documentation)	1	16	145.00	2,320.00
TOTAL		48	TOTAL	\$ 6,960.00

Contracted 2014 Billing Rates (\$/hr):

Lawrence DeHart = 145.00
\$ 145.00

Contracted 2010 Billing Rates (\$/hr):

Lawrence DeHart = 110.00
\$ 110.00

AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Havenscourt New Cafeteria and Classroom Bldg.	Site	207
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

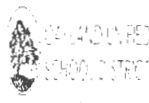
Contractor Information							
Contractor Name	KEMA (DNV)	Agency's Contact	Lawrence DeHart				
OUSD Vendor ID #	V059366	Title	Project Manager				
Street Address	155 Grand Avenue, Suite 500	City	Oakland	State	CA	Zip	94612
Telephone	510-891-0446	Policy Expires	6-1-2014				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	12103						

Term			
Date Work Will Begin	3-25-2010	Date Work Will End By (not more than 5 years from start date)	5-14-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$59,540.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 7,540.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	2079003835	6215	\$7,540.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head		Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management				
	Signature			Date Approved	3/27/14
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	4-7-14
3.	Associate Superintendent, Facilities Planning and Management				
	Signature			Date Approved	3/27/14
4.	Deputy Superintendent				
				Date Approved	4/8/14
5.	President, Board of Education				
	Signature			Date Approved	



www.ousd.k12.ca.us

Board Office Use: Legislative File Info.

File ID Number	10-0419
Committee	Facilities
Introduction Date	3-16-2010
Enactment Number	10-0504
Enactment Date	3-24-10 <i>JS</i>

Memo

To Board of Education

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

Board Meeting Date March 24, 2010

Subject Professional Services Contract - KEMA Services, Inc. - Havenscourt New Classroom and Cafeteria Building Project

Action Requested Approval by the Board of Education of a Professional Services Agreement with KEMA Services, Inc. for Commissioning Services on behalf of the District at Havenscourt New Classroom and Cafeteria Building Project, in an amount not-to exceed \$52,000.00. The term of this Agreement shall commence on March 25, 2010 and shall conclude no later than December 31, 2012.

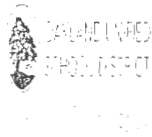
Background OUSD is pursuing Collaborative for High Performance Schools (CHPS) Certification for the Havenscourt New Classroom and Cafeteria Building. Building commissioning services satisfy the requirements of CHPS pre-requisite EE3.0, which is necessary for CHPS certification.

Local Business Participation Percentage 100.00%

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

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

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



11/10/2009 10:00:00 AM

Recommendation

Approval by the Board of Education of a Professional Services Agreement with KEMA Services, Inc. for Commissioning Services on behalf of the District at Havenscourt New Classroom and Cafeteria Building Project, in an amount not-to exceed \$52,000.00. The term of this Agreement shall commence on March 25, 2010 and shall conclude no later than December 31, 2012.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES FACILITIES CONTRACT

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

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on **3-25-2010**. The work shall be completed no later than **12-31-2012**.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifty-two thousand dollars and no cents (\$52,000.00)**. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - Signed Agreement
 - Workers' Compensation Certification
 - Insurance Certificates and Endorsements
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: NA
6. **CONTRACTOR Qualifications / Performance of Services.**
 - a. **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
 - b. **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
7. **Notices/Invoicing:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

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

CONTRACTOR:

Name: Erik Dyrr
Title: Project Manager
Address: 155 Grand Avenue
Oakland, CA 94612
Phone: 510-801-0446

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

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: www.ousd.k12.ca.us
- a. For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
 - b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 - c. Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
 - d. *Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.

10. **Insurance:**

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

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

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

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

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

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

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

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

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

Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

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

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

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

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

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

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

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
 - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
 - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
 - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the

name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

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

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education

Date

3/25/10

☐ Superintendent

Secretary,
Board of Education

Date

3/25/10

Assistant Superintendent,
Department of Facilities Planning and Management

Date

CONTRACTOR

Contractor Signature

Date

2/23/10

Print Name, Title

ERIK DYRR, DIRECTOR

LEGISLATIVE FILE
INSTRUMENT NO. 10-0419
INSTRUMENT DATE 3/16/10
INSTRUMENT NO. 10-0504
INSTRUMENT DATE 3/24/10

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement

SCOPE OF WORK

Contractor Name: KEMA SERVICES, INC.

Billing Rate: Fifty-two thousand dollars and no cents (\$52,000.00)

Description of Services to be Provided

The scope of the project is to provide building commissioning services for the Havenscourt New Classroom/Cafeteria building. Commissioning services include review design of intent documentations, review design team's basis of design, develop a commissioning plan, perform peer review of design during design development and construction documents phases, provide commissioning specifications for construction documents, and initiate construction phase commissioning kick-off meeting.

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

Notice: This page includes two separate forms.

Directions:

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Check only one of the boxes below.

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
--	--

CONTRACTOR Name: KEMA SERVICES, INC.

Contractor Signature: 

Date: 2/23/10

Print Name and Title: ERIK DYRE, DIRECTOR

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

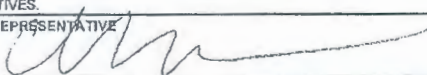
The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

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

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

CONTRACTOR Name: _____

Contractor Signature: _____ Date: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 02/26/2010	
PRODUCER		Serial # 100734		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CHARTER INSURANCE AND CONSULTING, INC. P O BOX 421159 ATLANTA, GA 30342 404-256-7900 404-256-9267 FAX				INSURERS AFFORDING COVERAGE		NAIC#	
INSURED		KEMA SERVICES INC ONE BURLINGTON BUSINESS CENTER 67 SOUTH BEDFORD STREET SUITE 201 EAST BURLINGTON, MA 01803		INSURER A: HARTFORD INSURANCE GROUP		A +	
				INSURER B: TRAVELERS		A +	
				INSURER C:			
				INSURER D:			
				INSURER E:			
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	20 UUN ND9695	10/31/09	10/31/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 1,000,000
						DEDUCTIBLE	NIL
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	20 UUN ND9695	10/31/09	10/31/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	20 WB GB7691	10/31/09	10/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IFUB2121N95-6-09 (CA)	3/1/09	3/1/10	EL EACH ACCIDENT	\$ 1,000,000
						EL DISEASE - EA EMPLOYEE	\$ 1,000,000
						EL DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
REF: HAVENSCOURT NEW CLASSROOM/CAFETERIA/KITCHEN BUILDING.							
OAKLAND UNIFIED SCHOOL DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES. KEMA'S INSURANCE IS PRIMARY AND NON-CONTRIBUTING.							
CERTIFICATE HOLDER				CANCELLATION			
TIMOTHY E. WHITE, ASST. SUPERINTENDENT OAKLAND UNIFIED SCHOOL DISTRICT DEPT. OF FACILITIES PLANNING & MGMT 955 HIGH STREET OAKLAND, CA 94601				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE 			



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Havenscourt New Classroom & Cafeteria Building	Site	Havenscourt Middle School

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

Contractor Information							
Contractor Name	KEMA Services, Inc.	Agency's Contact	Erik Dyrr				
OUSD Vendor ID #	V059366	Title	Project Manager				
Street Address	155 Grand Avenue	City	Oakland	State	CA	Zip	94612
Telephone	510-891-0446	Policy Expires	10-31-2010				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No Worked as an OUSD employee? <input type="checkbox"/> Yes X No						
OUSD Project #	07030						

Compensation and Terms – Must be within the OUSD Billing Guidelines			
Date work will begin	3-25-2010	Date work will end	12-31-2012
Total Contract Amount		\$52,000.00	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.				
Requisition Number		Total Contract Amount		\$
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2079901811	6262	\$52,000.00
				\$
				\$
				\$
				\$

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

CERTIFICATE OF LIABILITY INSURANCE

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


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

COVERAGES

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER CHARTER INSURANCE AND CONSULTING, INC. P O BOX 421159 ATLANTA, GA 30342 404-256-7900 404-256-9257 FAX	CONTACT NAME: Kelly Vandiver PHONE (A/C, No, Ext): 404-256-7900 E-MAIL ADDRESS: kvandiver@charterenergy.com FAX (A/C, No): 404-256-9257													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B: National Union Fire Ins (Chartis)</td><td>19445</td></tr><tr><td>INSURER C: Chubb Indemnity Insurance</td><td>12777</td></tr><tr><td>INSURER D: Westchester Fire Ins. Co. (Ace)</td><td>10030</td></tr><tr><td>INSURER E: Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: National Union Fire Ins (Chartis)	19445	INSURER C: Chubb Indemnity Insurance	12777	INSURER D: Westchester Fire Ins. Co. (Ace)	10030	INSURER E: Great Northern Insurance Company	20303	INSURER F:
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INSURER D: Westchester Fire Ins. Co. (Ace)	10030													
INSURER E: Great Northern Insurance Company	20303													
INSURER F:														
INSURED KEMA SERVICES, INC. ONE BURLINGTON BUSINESS CENTER 67 SOUTH BEDFORD STREET SUITE 201 EAST BURLINGTON, MA 01803														

COVERAGES**CERTIFICATE NUMBER:** 497024**REVISION NUMBER:**

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

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

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

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

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

30 Days notice applies for all policies.

CERTIFICATE HOLDER**CANCELLATION**

MASTER CERTIFICATE Kema Services, Inc. FOR INFORMATION PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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