Board Office Use: Legislative File Info.	
File ID Number	19-0385
Introduction Date	4/10/19
Enactment Number	19-0474
Enactment Date	4/10/19 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date 4-10-2019

Subject Amendment No. 1 to INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL
Contractor: The Integral Group, Inc.
Services For: Fremont High School New Construction Project

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES between Oakland Unified School District and The Integral Group Inc., Oakland, CA, for the latter to

provide additional services to scope of work expansion to accommodate full window replacement for Bldg. B; and additional construction administration review in the remaining increments.

for the period of 8/25/16 through 12/30/20 in an amount not to exceed 313,925.

Prior Contract The Agreement was previously approved by the Board on 8-24-2019 (Enactment No. 16-1400).

Modification This amendment modifies the scope of work and compensation.
All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes

If no, exception:

Fiscal Impact Funding resource(s): Fund 21, Measure J

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: **Legislative File Info.**	
File ID Number	19-0385
Introduction Date	4/10/19
Enactment Number	19-0474
Enactment Date	4/10/19 If

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1 TO
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment amends INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES between Oakland Unified School District (OUSD) and The Integral Group, Inc. (Contractor) entered into on 8-24-2019 (OUSD Enactment No. 16-1400). The parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☑ The scope of work has changed.

If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☑ Revised scope of work attached. **OR** ☐ CONTRACTOR agrees to provide the following amended services:

provide additional services to scope of work expansion to accommodate full window replacement for Bldg. B; and additional construction administration review in the remaining increments.

2. **Term** (duration): ☑ The term of the contract is unchanged. ☐ The term of the contract has changed.

If the term has changed: The contract term began on _____ and expires on _____. The parties agree to extend the contract through _____.

3. **Compensation:** ☐ The contract price is unchanged. ☑ The contract price has changed.

If the compensation has changed: The contract price is amended by

☑ Increase of $ 49,225 to original contract amount.

☐ Decrease of $_____ to original contract amount.

The new contract total is Three hundred thirteen thousand,Nine hundred twenty-five Dollars (313,925)

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. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals 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/).

PO No.

Req No.

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng — 4/11/19

☒ President, Board of Education — Date

☐ Superintendent

☐ Chief or Deputy Chief

[signature] — 4/11/19

Secretary, Board of Education — Date

CONTRACTOR

Andrea J. Traber — 2/20/19

Contractor Signature — Date

ANDREA TRABER,

Print Name, Title

SR. PRINCIPAL

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing				
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.				
		Signature - Approved	Denied - Reason	Date
1.	Administrator/Manager			
2.	Resource Manager (if restricted funds)			2/20/19
3.	Network Superintendent/Executive Director			
4.	Chief/Deputy Chief			3/05/19
5.	Legal (if increase takes contract above $90,200)			
6.	Superintendent, Board of Education	*Signature on the legal contract*		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

☐ **Action Item included in Board Approved SPSA** (no additional documentation required)–Item Number: _____

☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

a. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
b. Meeting announcement for meeting in which the SPSA modification was approved.
c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

   provide additional services to scope of work expansion to accommodate full window replacement for Bldg. B; and additional construction administration review in the remaining increments.

INTEGRAL GROUP
427 13th Street
Oakland CA 94612
Tel 510 663-2070
Fax 510 663-2080
www.integralgroup.com

January 30, 2019

Oakland Unified School District
955 high Street
Oakland CA 94601
Attn: Huy Hoang

RE: Fremont HS Inc. 2-4 - Request for Additional Services for **Building Envelope Commissioning Services**

Dear Mr. Hoang,

RDH Building Science, our building enclosure subconsultant, was requested by the District to provide additional services regarding (1) a scope expansion to accommodate full window replacement at Building B, (2) additional Construction Administration Services (CAS) scope to review and advise on RFI/ATIs in the remaining increments, and (3) additional Construction Field Review (CFR) scope to accommodate what is now understood to be the appropriate time on site.

RDH has proposed a total not-to exceed budget of $44,750 for the remaining 3 increments, to which we propose adding 10% to cover our management and administrative costs. This would result in a total not to exceed Add-Service amount of $49,225.

If this is acceptable, please send the appropriate authorizations. And feel free to contact me and RDH with any questions.

Thank you,

Michael McNulty
Integral Group

CERTIFICATE OF LIABILITY INSURANCE

7/1/2019

DATE (MM/DD/YYYY): 6/28/2018

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):
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : The Travelers Indemnity Company	25658
INSURER C : Continental Casualty Company	20443
INSURER D : Travelers Indemnity Company of America	25666
INSURER E :	
INSURER F :	

INSURED 1353599
INTEGRAL GROUP, INC.
427 13TH STREET
OAKLAND, CA 94612

COVERAGES INTGR05 **CERTIFICATE NUMBER:** 14176506 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY	Y	N	680002J670190(CA)	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 1,000,000
B	CLAIMS-MADE X OCCUR			680006J243785	7/1/2018	7/1/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	Y	N	BA-8B772869	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	UB007K011223	7/1/2018	7/1/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						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
C	PROFESSIONAL LIABILITY	N	N	AEH288326476	7/1/2018	7/1/2019	$1,000,000 PER CLAIM $1,000,000 AGGREGATE	

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

RE: THE DISTRICT AND THE STATE AND THEIR REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14176506
OAKLAND UNIFIED SCHOOL DISTRICT

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

Joyce M Agnello

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSION

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change.
4. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	• Contract amendment packet including Board Memo and Amendment Form • Board approved copy of the original contract and any prior Amendments.

Contractor Information

Contractor Name	The Integral Group, Inc.	Contractor's Contact	Michael McNulty		
OUSD Vendor ID #	002203	Title	President		
Street Address	427 13th Street	City, State	Oakland, CA	Zip Code	94612
Telephone	510-663-2070	Email (required)	mmcnulty@integralgroup.com		

Compensation and Terms

Current Contract Amount	$264,700.00	*OUSD Vendor ID #*	002203	*Start Date of Original Contract*	8-25-2016
Amount of Increase	49,225	*Original PO #*		*Current Term End Date*	12-30-2020
Amount of Decrease		***New Requisition #***		*New Term End Date**	
New Total Contract Amount	313,925	*% Change*		**Must be no more than five years from the start date*	

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

Requisition No.	Budget Number	Resource Name	Amount
	210-9350-0-9594-8500-6215-302-9180-9905-9999-99999	9350/9594	$ 49,225.00
			$ 0.00
			$ 0.00
			$ 0.00

Contract History

	OUSD Enactment #	*Exact Name of Contract*	*Contract Amount*
Agreement	16-1400	Fremont High School New Construction	$264,700.00
Amend #	*OUSD Enactment #*	*General Description of Reason for Amendment*	*Increase/Decrease Amount*

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa	@ousd.org	
Site/Dept. Name	Facilities Planning and Managment	Site #	918	Phone	510-353-7038

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

		Signature - Approved	Denied - Reason	Date
1.	**Administrator/Manager**			
2.	**Resource Manager** (if restricted funds)			7/22/19
3.	**Network Superintendent/Executive Director**			
4.	**Chief/Deputy Chief**			7/25/19
5.	**Legal** (if increase takes contract above $90,200)			
6.	**Superintendent, Board of Education**	*Signature on the legal contract*		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Rev. 11/7/18

Board Office Use: Legislative File Info.	
File ID Number	16- 1795
Introduction Date	8-24-2016
Enactment Number	16-1400
Enactment Date	8/24/16 cs

OAKLAND UNIFIED SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer VEH
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 24, 2016

Subject Independent Consultant Agreement for Professional Services - Integral Group, Inc. - Fremont High School New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement between the District and Integral Group, Inc., Oakland, CA., for the latter to provide commissioning services includes: heating, ventilation, air conditioning (HVAC) systems and controls(CHPS/T24 required), lighting systems and controls, domestic hot water systems, pumping systems (sewage/sump booster), landscape irrigation systems, water re-use systems, on-site renewable energy systems; review of Owner's or Owner representative's Project Requirements(OPR), Review of Basis of Design (BOD), Full commissioned systems peer design review; commissioning plan, submittal review; pre-functional test/checklists, in conjunction with the Fremont High School New Construction Project more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 25, 2016 and concluding no later than December 30, 2020, in an amount not-to exceed $264,700.00.

Discussion Commissioning services are required and must meet the OUSD and State standards.

LBP (Local Business Participation Percentage) 58.00%

Procurement Procedure Materials, supplies, equipment and/or Services under the bid limit $87,000.

Recommendation Approval by the Board of Education of an Independent Consultant Agreement between the District and Integral Group, Inc., Oakland, CA., for the latter to provide commissioning services includes: heating, ventilation, air conditioning (HVAC) systems and controls(CHPS/T24 required), lighting systems and controls, domestic hot water systems, pumping systems (sewage/sump booster), landscape irrigation systems, water re-use systems, on-site renewable energy systems; review of Owner's or Owner representative's Project Requirements(OPR), Review of Basis of Design (BOD), Full commissioned systems peer design review; commissioning plan, submittal review; pre-functional test/checklists, in conjunction with the Fremont High School New Construction Project more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set

forth, commencing August 25, 2016 and concluding no later than December 30, 2020, in an amount not-to exceed $264,700.00.

Fiscal Impact

Fund 21, Measure J

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal

OAKLAND UNIFIED SCHOOL DISTRICT

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

Legislative File ID No. 16-1795

Department: Facilities Planning and Management

Vendor Name: The Integral Group, Inc.

Project Name: Fremont New Construction **Project No.:** 13158

Contract Term: Intended Start: ~~8/11/2016~~ 8/25/16 Intended End: 12/30/2020

Annual (if annual contract) or Total (if multi-year agreement) Cost: $264,700.00

Approved by: Cesar Monterrosa

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? ☑ Yes (No if Unchecked)

How was this Vendor selected?

There was an RFP process for commissioning services, this vendor was selected based on District review, team qualifications and experience, project approach, and verification of licenses and insurance.

Summarize the services this Vendor will be providing.

Commissioning process as required by Title 24-2013 and CHPS (EE 3.0 and EE 3.1). Commissioning systems include: heating, ventilation, air conditioning (HVAC) systems and controls (CHPS/T24 required), lighting systems and controls, domestic hot water systems, pumping systems (sewage/sump/booster), landscape irrigation systems, water re-use systems, on-site renewable energy systems; review of Owner's or Owner representative's Project Requirements (OPR), Review of Basis of Design (BOD), Full commissioned systems peer design review; commissioning plan, submittal review; pre-functional test/checklists;

Was this contract competitively bid? ☑ Yes (No if Unchecked)

If No, please answer the following:
1) How did you determin the price is competitive?

SCOPE OF SERVICES

Commissioning process as required by Title 24-2013 and CHPS (EE 3.0 and EE 3.1). Commissioning systems include: heating, ventilation, air conditioning (HVAC) systems and controls (CHPS/T24 required), lighting systems and controls, domestic hot water systems, pumping systems (sewage/sump/booster), landscape irrigation systems, water re-use systems, on-site renewable energy systems; review of Owner's or Owner representative's Project Requirements (OPR), Review of Basis of Design (BOD), Full commissioned systems peer design review; commissioning plan, submittal review; pre-functional test/checklists;

REASON SERVICES OR EQUIPMENT IS NEEDED

Commissioning requirements are OUSD and State standards.

For CONSTRUCTION CONTRACTS -

1. Date(s) of Bid Advertisement;
2. Number of Bids Received, List of Bidders and Bid Amounts;
3. Date of Bid Opening;
4. Name of Architect;
5. Project Duration
6. Liquidated Damages $ per day $0.00
7. Phasing/Milestones
8. DIR Contractor / Subcontractor registration #;
9. Other pertinent information.

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Fremont High School New Construction Project

THIS CONTRACT is made and entered into and upon Board of Education approval as indicated below ("Contract"), by and between **Integral Group, Inc.**("Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties.

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

   The scope of the project is to provide commissioning services includes: heating, ventilation, air conditioning (HVAC) systems and controls(CHPS/T24 required), lighting systems and controls, domestic hot water systems, pumping systems (sewage/sump booster), landscape irrigation systems, water re-use systems, on-site renewable energy systems; review of Owner's or Owner representative's Project Requirements(OPR), Review of Basis of Design (BOD), Full commissioned systems peer design review; commissioning plan, submittal review; pre-functional test/checklists.

2. **Term**. Contractor shall **commence on August 25, 2016 and concluding no later than December 30, 2020** upon Board Approval and will diligently perform as required or requested by District as applicable. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

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

x	Signed Agreement	x	Workers' Compensation Certificate
x	Insurance Certificates & Endorsements	~~____~~	~~W-9 Form~~
N/A	Bonds (as requested by District)	~~____~~	~~Other: Fingerprinting~~
x	Debarment Certificate		

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to **a maximum amount not-to-exceed Two hundred sixty-four thousand, seven hundred dollars and no cents ($264,700.00)**. District shall pay Contractor only for all undisputed amounts in installment

payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **Zero ($0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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.

8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. District represents and warrants that any information supplied to Contractor by District or its representative as a basis to perform such services is accurate and complete and acknowledges that Contractor is relying on such information without any further duty to confirm the accuracy or completeness.

10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. District shall not use or distribute any reports submitted under this Agreement in a misleading manner and such reports shall be copied in their entirety when distributed.

11. **Termination.**

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

    11.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) day notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be

obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. District acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

11.3.1. material violation of this Agreement by the Contractor; or

11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

11.4. Upon termination, Contractor shall provide the District with all completed documents produced maintained or collected by Contractor pursuant to this Agreement.

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

13. **Insurance.**

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

13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

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

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

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

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

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

14. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without District's written consent.

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

~~20.~~ **Fingerprinting of Employees.** ~~The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.~~

21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor

to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior written notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

    22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

    22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23.1 Limitation of Contractor Liability. The maximum aggregate liability of Contractor in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of the Agreement or any matter arising out of or in connection with the Work to be provided in accordance with this Agreement shall be the amount of fees due by District to Contractor under this Agreement except that such limitation shall not apply in the event of a finding of gross negligence or willful misconduct on the part of Contractor by a court of competent jurisdiction. Notwithstanding any other provision of this Agreement, in no event shall Contractor 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.

24. **Disputes**. In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

25. **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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement for a period of five years.

26. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Tadashi Nakadegawa
Tel: 510-535-7038

Contractor
Integral Group, Inc.
427 13th Street
Oakland, CA 94612
Attn: William Casper-Ortiz

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

27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.org., under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

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

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

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

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

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

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

Susie Butler-Berkley 7-27-2016

Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education — Date: 8/25/16

Antwan Wilson, Superintendent & Secretary, Board of Education — Date: 8/25/16

Joe Dominguez, Deputy Chief, Facilities Planning and Management — Date

CONTRACTOR

By: ANDREA L. TRABER — Date: 7/22/16
Its: PRINCIPAL

APPROVED AS TO FORM:

OUSD Facilities Legal Counsel — Date: 7/29

Information regarding Contractor:

Contractor: INTEGRAL GROUP, INC

License No.: 1844792 (CA-TRACER)

Address: 427 13th St
OAKLAND CA 94612

Telephone: 510.663.2070

Facsimile: 510.663.2080

E-Mail: ctraber@integralgroup.com

EIN 94-3391867
Employer Identification and/or Social Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:

____ Individual ____ Sole Proprietorship

____ Partnership ____ Limited Partnership

✓ Limited Liability Company

____ Corporation, State: S, CA

____ Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that 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.

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

Date: 7/22/16

Proper Name of Contractor: ~~ANDREA L. TRABER~~ INTEGRAL GROUP

Signature: Andrea L. Traber

Print Name: ANDREA TRABER

Title: PRINCIPAL

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

EXHIBIT A
Scope of Services

Proposal to be attached.

INTEGRAL GROUP

6/23/2016

Dear Kenya Chatman:

This letter is to confirm our team's Local Business Enterprise (LBE) certification with the city of Oakland. Per our earlier discussions OUSD would like to proceed with the Base Services and Add Alternate 1 sections listed on Integral Group's Proposal for Commissioning Services for Fremont High School. The fee breakdown listed on the proposal is as follows:

- Base Services (Integral Group) – $143,700
- Add Alternate for Envelope Commissioning (sub-contractor) – $106,000
- Reimbursable Expenses – $3,000
- Total fee: $252,700

$12,000 contingency

$264,700

Integral Group is currently certified as a local business enterprise by the city of Oakland with a LBE number 5628. However our proposed envelope commissioning sub-contractor does not currently hold a LBE certification with the city of Oakland. This results in the following LBE percentage breakdown:

- Integral Group (LBE # 5628)– $146,700/$252,700 = 58.05%
- Sub-contractor (Not an LBE)– $106,000/$252,700 = 41.98%

Hence the proposed commissioning team LBE percentage is above the 50% threshold required by the city for contracts above $100,000.

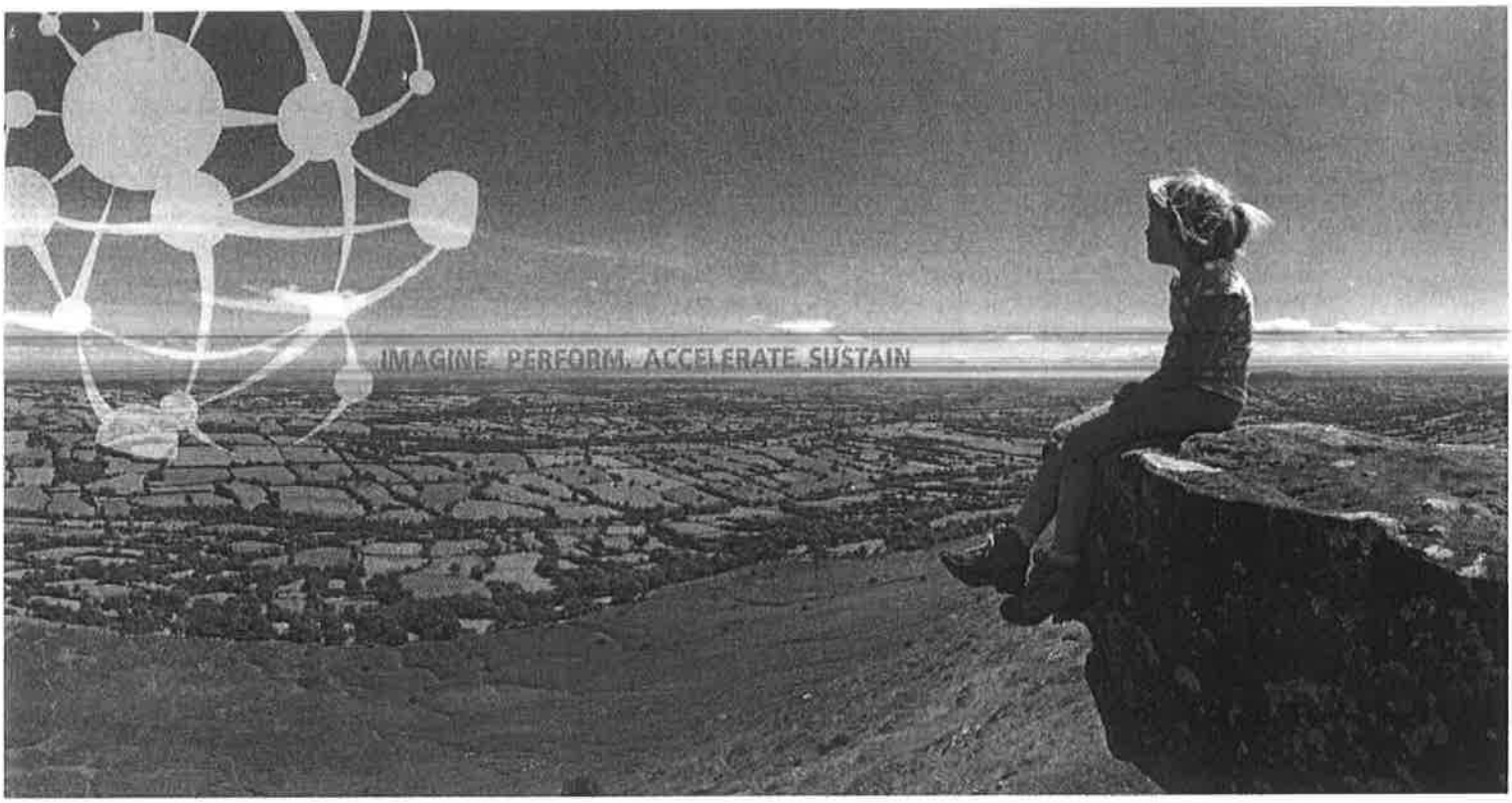
Please feel free to contact us with any questions or concerns.

Sincerely,

William Casper-Ortiz MSME | Associate
Integral Group | 427 13th Street | Oakland CA USA 94612
T 510.663.2070 x 2009 | D 510.457.0109 | C 510.393.1986
wcasperortiz@integralgroup.com

RFP 2014

EXHIBIT A



Proposal for Commissioning Services
Fremont High School

Prepared for:
Tadashi Nakadegawa
Oakland Unified School District

Prepared by:
INTEGRAL GROUP, INC.
427 13th Street
Oakland, CA 94612

William Casper-Ortiz, Associate
510 663.2070 ext 2009
wcasperortiz@integralgroup.com

JUNE 23, 2016

Title 24 – 2013 Design Review Checklist/Kick-off Meeting
As part of the commissioning requirements set forth in the new Title 24 2013 Energy Standards, IG will conduct the Title 24-2013 design review and corresponding design review kick off meeting (to be held in Schematic Design). This review is guided by T24 Cx compliance forms and it is aimed at verifying the inclusion of code mandated energy efficiency measures into the construction documents. The Owner and design team will receive completed checklists for incorporation into the construction documents.

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

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

IG will also review the specifications to ensure proper commissioning language is in the project documents, as necessary. IG will ensure that systems manual items are included in the commissioning specifications.

Commissioning Plan
Prior to permit issuance, Integral Group will develop a commissioning plans to document how the project will be commissioned and will be provided during the design and construction phases of the building project to guide the project team. The Commissioning Plan 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
- Conditions under which the test shall be performed
- Measurable criteria for acceptable performance

Submittal Review
Integral Group will review 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 back to the installing sub-contractor.

Applicable RFIs and COs will be reviewed as it impacts the Commissioned systems as necessary.

Pre-Functional Test/Checklists – Installation Verification
IG will prepare a pre-functional test/checklist for each commissioned piece of equipment for the use of the installed sub-contractor. This will ensure that all equipment is ready for functional testing (see next item) to begin. These phase will require TAB reports, sub-contractor start-up checklists, controls point-to-point checklists, chlorination reports, etc. The contractor is required to complete these forms and submit them to IG for review prior to functional testing.

IG will also conduct site installation visits during construction to ensure proper installation of the commissioned systems. The visits are to coincide with construction progress meetings. Site reports will be issued to the team. Refer to the meeting section for proposed number of site visits/meetings.

IG will not monitor T24 acceptance tests which are to be performed by the others. However, completed T24 acceptance tests will be required to be submitted as a complete pre-functional test package prior to commencement of the functional testing phase.

IG may witness select start-up and TAB activities to ensure proper procedures. Exact systems and activities to be witnessed shall be documented through the Commissioning plan and communicated during the construction kick off meeting.

10 Month Warranty 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 for known issues
- Statically inspect the commissioned systems for issues
- Selectively test building systems to ensure proper operation and/or overrides are not present affecting the operation and energy efficiency of the system. This may be done via BMS trend reviews. It is assumed that facilities personnel and/or contractors will provide the trends.

IG will provide a list of issues to be corrected by the Contractor. IG has included a visit onsite for this task.

Plan Check and CHPS Forms Submission
IG will prepare the appropriate commissioning related forms for plan check and CHPS (EE 3.0 and EE 3.1) submission. We will also provide written comments and responses to all AHJ and CHPS comments.

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

- One - In-person T24 design review CX kickoff meeting
- Two – In-Person Peer Design Review Meetings with Design Team (including Back check)
- One – In-Person Controls Integration Meeting with District and Design Team
- One – In-Person Pre-bid meeting
- One - In-person construction CX kickoff meeting
- Twenty – Progress meetings onsite while conducting site installation walks and construction progress monitoring

The above meetings are in addition to the onsite functional testing activities.

ADD ALTERNATE 1 - CHPS (EE 3.2) ENVELOPE COMMISSIONING

This additional scope will incorporate the CHPS EE 3.2 envelope commissioning requirements. This will be conducted by a third party sub-contractor to Integral Group. We will manage and supervise our sub-contractor at cost. The proposed sub-contractor is RDH Consulting. They have offices in Oakland, CA.

It is expected that the envelope commissioning sub-contractor will attend some of the meetings for the base scope of work, as necessary, for integration into the overall commissioning process. However the envelope sub-contractor will not be expected to attend all meetings and may host separate envelope commissioning meetings.

ADD ALTERNATE 2 – FIRE/LIFE SAFETY SYSTEMS

Integral group will include the commissioning of the fire alarm and sprinkler systems. We will interface with the IOR to test the systems prior to the local AHJ testing the systems to ensure a smooth inspection process for code approval.

It is not expected that additional meetings will be required, rather covered during regularly scheduled meetings already included in the base scope of work.

ADD ALTERNATE 3 – ADDITIONAL SYSTEM COMMISSIONING

Per the RFP there additional systems that would like to be commissioned that are not part of the base T24-2013 and CHPS requirements. Therefore, we have provided an itemized list of systems in the fee section to add individual systems to IG's scope of commissioning. These additional systems will be monitored and witnessed only by the installing sub-contractors testing and commissioning process. IG will collect all documentation and track any issues as a result of the testing of these additional systems.

It is not expected that additional meetings will be required, rather covered during regularly scheduled meetings already included in the base scope of work.

APPROVAL

Please indicate approval by signing below and returning a copy to us. We look forward to the opportunity of working with you to make this a successful project.

Print Name	Title	Signature	Date
Tadashi Nakadegawa OUSD		Tadashi Nakadegawa OUSD	

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY) 7/27/2016

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): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : The Travelers Indemnity Company	25658
INSURER C : Continental Casualty Company	20443
INSURER D : The Travelers Indemnity Co of America	25666
INSURER E :	
INSURER F :	

INSURED 1353599
INTEGRAL GROUP, INC.
427 13TH STREET
OAKLAND, CA 94612

COVERAGES INTGR05 **CERTIFICATE NUMBER:** 14176506 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY	Y	N	6808B769853	7/1/2016	7/1/2017	EACH OCCURRENCE	$ 1,000,000
B	CLAIMS-MADE [X] OCCUR			6808B772071	7/1/2016	7/1/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	Y	N	BA-8B772869	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED [ ] RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	UB3915T396	7/1/2016	7/1/2017	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						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
C	PROFESSIONAL LIABILITY	N	N	AEH288326476	7/1/2016	7/1/2017	$1,000,000 PER CLAIM $1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: THE DISTRICT AND THE STATE AND THEIR REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14176506
OAKLAND UNIFIED SCHOOL DISTRICT

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

Joseph M Arnello

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Payment Line 6

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Fremont High School New Construction	**Site**	302

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Information							
Contractor Name	Integral Group, Inc.	Agency's Contact	William Casper-Ortiz				
OUSD Vendor ID #	V068994	Title	Director				
Street Address	427 13th Street	City	Oakland	State	CA	Zip	94612
Telephone	510-663-2070	Policy Expires	7-1-2017				
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	13158						

Term			
Date Work Will Begin	~~8-24-2016~~ 8/24/16	Date Work Will End By (not more than 5 years from start date)	12-30-2020

Compensation			
Total Contract Amount	$	Total Contract Not To Exceed	$264,700.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Changed Amount	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Fund 21, Measure J	3029905812	6215	$264,700.00

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management				
	Signature		Date Approved	8/4/16	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature		Date Approved	8.4.16	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved		
4.	**Senior Business Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT