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OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Pranita Ranbhise, Executive Director, Facilities Planning & Management

**Board Meeting Date** May 27, 2026

**Subject** General Services Agreement – Veregy Pacific, LLC – Garfield Elementary School  
New Construction Project- Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of General Services Agreement between the District and **Veregy Pacific, LLC, Oakland, CA**, for the latter to serve as the third-party Commissioning Authority, the scope of services includes review Owner’s Project Requirements (OPR) and Basis of Design (BOD) for completeness and alignment. Prepare a Commissioning Plan defining scope, systems, roles, and procedures for the **Garfield Elementary School New Construction Project** in the amount of **\$75,801.00 which includes a contingency fee of \$6,891.00**, as the selected consultant, with work scheduled to commence on **May 28, 2026**, and scheduled to last until **June 30, 2029**.

**Discussion** Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

**LBP (Local Business Participation Percentage)** 0.00%

**Recommendation** Approval by the Board of Education of General Services Agreement between the District and Veregy Pacific, LLC, Oakland, CA, for the latter to serve as the third-party Commissioning Authority, the scope of services includes review Owner’s Project Requirements (OPR) and Basis of Design (BOD) for completeness and alignment. Prepare a Commissioning Plan defining scope, systems, roles, and procedures for the Garfield Elementary School New Construction Project in the amount of \$75,801.00 which includes a contingency fee of \$6,891.00, as the selected consultant, with work scheduled to commence on May 28, 2026, and scheduled to last until June 30, 2029.

**Fiscal Impact** Fund 21 Building Funds, Measure Y

- Attachments**
- Justification Form
  - Agreement and Exhibits
  - Insurance Certificate
  - Routing Form



**CONTRACT JUSTIFICATION FORM**

**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**Legislative File ID No. 26-1055**

**Department: Facilities Planning and Management**

**Vendor Name: Veregy Pacific, LLC**

**Project Name: Garfield Elementary School New Construction Project**

**Project No: 22102**

**Contract Term: Intended Start: 05-28-2026**

**Intended End: 06-30-2029**

**Total Cost Over Contract Term: \$75,801.00**

**Approved by: Preston Thomas**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

Vendor was selected through the formal RFP/RFQ process.

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

Serve as the third- party Commissioning Authority, the scope of services includes review Owner’s Project Requirements (OPR) and Basis of Design (BOD) for completeness and alignment. Prepare a Commissioning Plan defining scope, systems, roles, and procedures.

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

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

[Empty box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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This general services agreement (“Agreement”) is made and entered into effective **May 28, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Veregy Pacific, LLC** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): serve as the third- party Commissioning Authority, the scope of services includes review Owner’s Project Requirements (OPR) and Basis of Design (BOD) for completeness and alignment. Prepare a Commissioning Plan defining scope, systems, roles, and procedures for the Garfield Elementary School New Construction Project (“Project”), (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **Veregy Pacific, LLC** consultants are specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall begin on **May 28, 2026**, and shall end on **June 30, 2029** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to

comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Seventy-Five Thousand Eight Hundred One Dollars (\$75,801.00)**, which consists of a not-to-exceed amount of **Sixty-Eight Thousand Nine Hundred Ten Dollars (\$68,910.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Six Thousand Eight Hundred Ninety-One Dollars (\$6,891.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent

with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

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

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice

and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

**13. Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

**14. Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law

or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

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

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

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

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

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

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

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **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 and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

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

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

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

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

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

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

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.

**Address for District Notices:**

955 High Street  
Oakland, CA 94601  
Attention: Preston Thomas

**Address for Contractor Notices:**

1111 Broadway, Floor 3  
Oakland, CA 94607  
Attention: Sean Murphy

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**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education  
Date

\_\_\_\_\_  
Denise Gail Saddler, Ed.D., Interim  
Superintendent & Secretary of the Board  
of Education  
Date

\_\_\_\_\_  
Preston Thomas, Chief Systems & Services  
Officer  
Date

*James Traber*  
\_\_\_\_\_  
James Traber, Esq.  
Counsel, OUSD  
Date  
5/1/2026

**VEREGY PACIFIC, LLC**

*Sean Murphy* 05/01/2026  
\_\_\_\_\_  
Signature Date

Sean Murphy, Manager Consulting Energy Eng  
\_\_\_\_\_  
Print Name, Title

**EXHIBIT A**

**Scope of Services**

## Part 1 – Letter of Interest

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**Date:** March 19, 2026

**Legal Name of Firm:** Veregy Pacific LLC (f/k/a Empowered Solutions, LLC)

**Address:** 1111 Broadway, Floor 3, Oakland, CA 94607

**Telephone:** 614-397-9539                      **Fax:** 949-289-9954

**Person Authorized to Submit Statement of Qualifications:**

**Name:** Sean Murphy    **Title:** Manager, Consulting Energy Engineering

Veregy Pacific, LLC (Veregy) is pleased to present this proposal to Oakland Unified School District (OUSD) in response to Request for Qualifications and Proposals (RFQ/P) to serve as the third-party Commissioning Authority (CxA) for the OUSD’s Garfield Elementary School – New Construction Project. We have partnered with Stantec, a nationally recognized firm, to provide Building Envelope Cx (BECx) services. Please consider the following attributes of our proposal and what we will bring to the Garfield Elementary School project:

- Veregy’s commissioning team has acted as the 3<sup>rd</sup> Party Commissioning Authority for more than 200 buildings in the Bay Area including projects for The University of California, California State University, the San Francisco International Airport, the San Francisco Department of Public Works, LinkedIn, and Google.
- The Project will be overseen by Joshua Kuempel, P.E., LEED AP and be supported by Robin Liu, P.E. and David Nagle, P.E.
- Veregy will engage Stantec’s Casey Moore and David Markman to perform Building Envelope Commissioning (BECx). Stantec acquired Morrison Hershfield in 2024 and is a preeminent nationally recognized firm in BECx.
- Our approach will follow the best-in-class commissioning requirements established by ASHRAE Guideline 0 – The Commissioning Process and the Building Commissioning Association’s *Essential Attributes*.

Veregy is a leading commissioning, energy engineering, and sustainability company founded by seasoned industry executives. The company is committed to delivering superior value to our customers by delivering commissioning and energy services through a consultative, owner representative engagement approach. Veregy’s services include new construction commissioning, retro-commissioning, LEED services, energy auditing, program management, project development, mechanical, electrical and controls engineering, comprehensive energy engineering, and measurement and verification.

Veregy, LLC was founded in 1990 and is a Limited Liability Company consisting of over 500 full-time employees. Veregy Pacific, LLC, providing services on the West Coast, has two main California offices located in Oakland and Irvine. Veregy carries California B, and C10 Licenses, enabling us to easily bridge the gap between contractors and owners. We are also made up of professionals who have the right training and certifications required for complex projects, ensuring efficient and effective delivery of services. The Veregy Team is fully capable of providing services that are flexible and easily adaptable to any of the project’s needs.

With over 70 years of experience, Stantec is a global industry leader, employing a diverse team of professionals, including architects, engineers, project managers, consultants, scientists, drafters, and designers. We are committed to delivering high-quality results with consistency and technical excellence, ensuring reliable and efficient outcomes regardless of scope or location. As a full-service provider,

Stantec offers a comprehensive range of new construction services, including, but not limited to, building science, mechanical engineering, and structural engineering--making us a true one-stop shop for all your building needs. We have a history of providing BECx for OUSD, including our work on the Cole Administration Building and the Claremont MPR Expansion. For this project, we will bring the same experienced team: David Markman, P.E. (CA) will serve as Principal-in-Charge, and Casey Moore, P.E. (CA) will lead as the Building Envelope Commissioning Provider (BECxP), supported by our Building Envelope staff based in the San Francisco office. Together, our team is committed to delivering reliable service and meaningful value to OUSD throughout the course of this project.

Veregy Pacific, LLC received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. Veregy Pacific, LLC has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Veregy Pacific, LLC has no objections to the use of the Agreement. We are very grateful for this opportunity to provide professional commissioning services and please do not hesitate to contact us if there are any questions as to how we may tailor the commissioning approach and project proposal described herein to the needs of the project.

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

We look forward to working with you.

Sincerely,



\_\_\_\_\_  
Signature

Sean Murphy

Manager, Consulting Energy Engineering

**EXHIBIT B**

**Hourly Rates**

## Appendix 1 - Professional Fees

### Appendix 1.1 - Breakdown of Fee Proposal

Veregy proposes to provide the Commissioning Services as detailed in this proposal per the table below to be billed monthly on a percent complete basis.

<b>Base Scope - Fundamental Commissioning</b>	
MEP Cx	\$57,885
BECx	\$11,025
Contingency - 10%	\$6,891
<b>Total</b>	<b>\$75,801</b>
<b>Option 1 - Enhanced Commissioning</b>	
MEP Cx Veregy	\$52,756
BECx	\$90,930
Contingency - 10%	\$14,369
<b>Total</b>	<b>\$158,055</b>

### Expense Allocation

Veregy prefers not to itemize minor expenses such as site visit mileage and meals, as the complications that arise from invoicing small itemized expenses exceed the small financial value returned.

### MEP Cx Scope of Work and Engineering Fees Worksheet

A deconstructed estimate for each task in the MEP commissioning process for this project is included below. For clarity and transparency, we include the entire table to show all the assumptions that went into the proposed fee. This proposal is by fee per task; resources shall be utilized as necessary to complete each task.

OUSD - Garfield Elementary School	VEREGY MEP & Controls Cx Prime			MEP&C Cx SubTotal	Total	
	Hourly Rates:	Sr. PM I \$230.00	Sr Eng III \$235.00			Eng I \$185.00
	Staff:	J Kuempel	R Liu			Gunderson
<b>Fundamental Commissioning Tasks EAp3 - MEP Cx</b>						
<b>Design Phase Tasks</b>				<b>\$13,430</b>	<b>\$13,430</b>	
Project Initiation	2.0	1.0	0.0	\$695	\$695	
Develop and implement Cx Plan	0.5	1.0	2.0	\$720	\$720	
Review OPR	1.0	2.0	0.0	\$700	\$700	
Review BOD	1.0	2.0	0.0	\$700	\$700	
Develop Cx specs/confirm integration into construction documents	1.0	2.0	0.0	\$700	\$700	
50% CD design review	1.0	6.0	0.0	\$1,640	\$1,640	
80% CD design review	1.0	6.0	0.0	\$1,640	\$1,640	
100% CD design review	1.0	6.0	0.0	\$1,640	\$1,640	
Attend Design Review Meetings (1)	2.0	2.0	0.0	\$930	\$930	
Complete Title 24 forms	1.0	4.0	0.0	\$1,170	\$1,170	
Update OPR	0.5	2.0	0.0	\$585	\$585	
Project management and coordination	8.0	2.0	0.0	\$2,310	\$2,310	
<b>Construction / Acceptance Phase Tasks</b>				<b>\$38,940</b>	<b>\$38,940</b>	
Review Project Schedule for Cx Milestones	0.5	2.0	0.0	\$585	\$585	
Review Submittals for deviation from OPR	1.0	2.0	20.0	\$4,400	\$4,400	
Develop FPT scripts	0.0	2.0	15.0	\$3,245	\$3,245	
Cx Meetings (8)	16.0	8.0	0.0	\$5,560	\$5,560	
Perform Minimum of one Site Visit to Verify Readiness	1.0	2.0	0.0	\$700	\$700	
QA/QC Review of Contractor Documentation (10% of forms)	0.5	2.0	17.8	\$3,869	\$3,869	
Witness FPTs	0.5	2.0	53.3	\$10,436	\$10,436	
Perform Trend Analysis	0.5	0.0	16.0	\$3,075	\$3,075	
Maintain issues and resolutions log	0.5	1.0	6.0	\$1,460	\$1,460	
Prepare Preliminary Cx Report	0.5	1.0	6.0	\$1,460	\$1,460	
Project management and coordination	16.0	2.0	0.0	\$4,150	\$4,150	
<b>Warranty Phase Tasks</b>				<b>\$5,515</b>	<b>\$5,515</b>	
Review Training Plan	1.0	0.0	4.0	\$970	\$970	
Prepare and upload LEED Documentation	0.0	0.0	0.0	\$0	\$0	
Prepare On-Going Cx Plan	0.5	1.0	6.0	\$1,460	\$1,460	
Perform Warranty Walk Visit - 11 Months	1.0	8.0	0.0	\$2,110	\$2,110	
Prepare Final Cx Report	0.0	1.0	4.0	\$975	\$975	
<b>Commissioning Hours</b>	<b>59.5</b>	<b>70.0</b>	<b>150.0</b>	<b>\$57,885</b>	<b>\$57,885</b>	
<b>Commissioning Fee</b>	<b>\$13,685</b>	<b>\$16,450</b>	<b>\$27,750</b>	<b>\$57,885</b>	<b>\$57,885</b>	

<b>Option 1 Enhanced Commissioning Tasks EAc5 - MEP Cx</b>					
<b>Design Phase Tasks</b>				<b>\$8,495</b>	<b>\$8,495</b>
Prepare Enhanced Cx Plan and update at each Design submittal	0.5	2.0	4.0	\$1,325	\$1,325
Provide Expanded OPR Elements	0.0	1.0	4.0	\$975	\$975
50% CD design review	1.0	4.0	0.0	\$1,170	\$1,170
80% CD design review	1.0	4.0	0.0	\$1,170	\$1,170
100% CD design review	1.0	4.0	0.0	\$1,170	\$1,170
Additional Design Review Meeting	3.0	2.0	0.0	\$1,160	\$1,160
Update OPR	0.0	1.0	2.0	\$605	\$605
Additional Project management and coordination	4.0	0.0	0.0	\$920	\$920
<b>Construction / Acceptance Phase Tasks</b>				<b>\$27,031</b>	<b>\$27,031</b>
Pre-Construction KO Meeting	4.0	2.0	0.0	\$1,390	\$1,390
Review contractor submittals - thorough review	0.5	2.0	22.5	\$4,748	\$4,748
Schedule - Include Detailed Cx Description of Cx Activities	4.0	0.0	0.0	\$920	\$920
Develop SRCs	0.0	0.0	6.0	\$1,110	\$1,110
Develop Additional FPTs	0.0	0.0	12.0	\$2,220	\$2,220
Site inspection/SOR/Installation Verification 2 Additional visits	1.0	12.0	1.0	\$3,235	\$3,235
QA/QC Review of Contractor Documentation (additional 15% of forms)	0.0	2.0	11.8	\$2,644	\$2,644
Perform Additional FPTs and Integrated Systems Tests	0.5	2.0	51.0	\$10,020	\$10,020
Perform Trend Analysis	0.5	2.0	10.0	\$2,435	\$2,435
Cx Meetings Above LEED Requirements	12.0	8.0	0.0	\$4,640	\$4,640
Compile an O&M Manual from contractor submissions	0.5	1.0	8.0	\$1,830	\$1,830
Additional Project management and coordination	8.0	0.0	0.0	\$1,840	\$1,840
<b>Warranty Phase tasks</b>				<b>\$7,230</b>	<b>\$7,230</b>
Prepare and submit USGBC forms				\$0	\$0
Verify operator and occupant training delivery and effectiveness	6.0	0.0	0.0	\$1,380	\$1,380
Review operations and maintenance practices with facility staff	1.0	4.0	0.0	\$1,170	\$1,170
Perform Warranty Walk visit - 6 Months (also perform Trends Analysis)	1.0	8.0	0.0	\$2,110	\$2,110
Update Cx docs to reflect as-built conditions and operational changes	1.0	8.0	0.0	\$2,110	\$2,110
Additional Project management and coordination	2.0	0.0	0.0	\$460	\$460
<b>Commissioning Hours</b>	<b>52.5</b>	<b>69.0</b>	<b>132.3</b>	<b>254</b>	<b>254</b>
<b>Commissioning Fee</b>	<b>\$12,075</b>	<b>\$16,215</b>	<b>\$24,466</b>	<b>\$52,756</b>	<b>\$52,756</b>

### Clarifications and Assumptions:

- This proposal does not include any anticipated billable direct expenses. No major expenses are anticipated and any small expenses, such as mileage, will not be invoiced, and will be absorbed as a cost of doing business.
- Requested services outside the scope of this proposal are available at the current billable rate, plus related expenses, if applicable.
- Invoices for services will be issued monthly for the portion of work completed and deliverables provided during that month.
- This proposal shall remain valid for 60 days.
- The commissioning requirements as specified on this project require the full cooperation and assistance of the General Contractor and sub tier MEP Contractors in assuring the participation of all related sub-contractors as willing participants in the commissioning process. Veregy will not be held accountable for failure to complete the commissioning work scope due to lack of cooperation from the General Contractor or any subcontractors, during the commissioning process. In the event the consultant believes that the contractor is being uncooperative, Consultant will inform LLNL promptly.
- Contract documents shall include contract language requiring designers and contractors to assist with the commissioning process and respond to CxA requests for information, clarification or remediation responses.

**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Manager *[insert "owner" or officer title]* of Veregy Pacific, LLC  
*[insert name of business entity]*, have read the foregoing and agree that Veregy Pacific, LLC  
*[insert name of business entity]* will comply with the requirements of Education  
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 05/01/2026

Name: Sean Murphy

Signature: 

Title: Manager, Consulting Energy Engineering

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**


*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: Veregy Pacific LLC  
Date of Entity's Contract with District: May 28, 2026  
Scope of Entity's Contract with District: Commissioning Professional Services

I, Sean Murphy *[insert name]*, am the Manager *[insert "owner" or officer title]* for Veregy Pacific LLC *[insert name of business entity]* ("Entity"), which entered a contract on May 28, 2026, with the District for Cx Professional Services.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 1, 2026  
Signature:   
Typed Name: Sean Murphy  
Title: Manager Consulting Energy Engineering  
Entity: Veregy Pacific LLC

**Memorandum:**

**Date:** 06/22/2021

**To:** Galland Jang

**CC:** Kenya Chatman, David Colbert, Pranita Ranbhise, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Brijan Patel, Ellen Clements, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

**From:** Tiffany Knuckles

**Subject:** LBU Memo - Districtwide - Scope Specific - Commissioning Agent Services

Greetings Mr. Jang -

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBES are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

**Referenced Scope:** Commissioning Agent Services

An availability analysis has been conducted for NAICS Code: 541330 (Commissioning Agent Services) to determine the availability of certified firms to meet local business utilization on projects. After extensive outreach, while there were a number of identified firms capable of providing commissioning services, they vary in terms of the scope in which they specialize. It is our determination that there are fewer than three firms eligible to perform the above listed services per scope. **Therefore, based on the current availability of small and local firms, it is our recommendation that the entire 50% LBU Requirement be waived for the above mentioned scope.**

**LBU Recommendation:**

Full Waiver

**Expiration:**

2 Years

If there are any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2026

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC company - St. Louis 825 Maryville Centre Dr. Suite 200 Chesterfield MO 63017	<b>CONTACT NAME:</b> Tamara Torbit, CIC, CISR <b>PHONE (A/C, No, Ext):</b> 314-594-2618 <b>FAX (A/C, No):</b> 888-307-1561 <b>E-MAIL ADDRESS:</b> tamara.torbit@marshmma.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Tokio Marine Specialty Insuran</td> <td>23850</td> </tr> <tr> <td>INSURER B : ZURICH AMERICAN INSURANCE COMP</td> <td>16535</td> </tr> <tr> <td>INSURER C : American Guarantee and Liabili</td> <td>26247</td> </tr> <tr> <td>INSURER D : Great American Assurance Compa</td> <td>26344</td> </tr> <tr> <td>INSURER E : Upland Specialty Insurance Com</td> <td>16988</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Tokio Marine Specialty Insuran	23850	INSURER B : ZURICH AMERICAN INSURANCE COMP	16535	INSURER C : American Guarantee and Liabili	26247	INSURER D : Great American Assurance Compa	26344	INSURER E : Upland Specialty Insurance Com	16988	INSURER F :
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INSURER F :															
<b>INSURED</b> Veregy Pacific, LLC 3090 Bristol Street, Suite 400 Costa Mesa, CA 92626	VEREINT-01														

**COVERAGES**

CERTIFICATE NUMBER: 2144916907

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO416584401	9/10/2025	9/10/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP391951501	9/10/2025	9/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC394924401	9/10/2025	9/10/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC328914101	9/10/2025	9/10/2026	<input checked="" type="checkbox"/> PER STATUTE <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
D E A	Excess Liability Excess Liability Prof & Poll Liability			EXC5867883 USXSL0177525 PPK2722461	9/10/2025 9/10/2025 9/10/2025	9/10/2026 9/10/2026 9/10/2027	Aggregate Limit Limit Limit \$7,500,000 \$7,500,000 \$10,000,000

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

Leased &amp; Rented Equipment - \$300,000 policy #CPP562946501 eff 9/10/25-9/10/26

Pollution/Professional Liability - Tokio Marine Specialty Insurance Company  
 Limit: \$10,000,000 per incident with \$10,000,000 Total Policy Aggregate Limit

Builders Risk  
 Atlantic Specialty Insurance Company  
 7900261400007  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 955 High Street  
 Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC	NAMED INSURED Veregy Pacific, LLC 3090 Bristol Street, Suite 400 Costa Mesa, CA 92626
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	
NAIC CODE	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Effective: 9/10/25 to 9/10/26  
 Limit - \$8,000,000 for all but Frame  
 Frame limit - \$1,000,000  
 Installation Floater - \$2,500,000

Cyber Insurance  
 Coalition Insurance Solutions, Inc.  
 Policy #C4MK1098964  
 Effective: 9/10/25 to 9/10/26  
 Limits: \$5,000,000 per event, \$5,000,000 aggregate, with \$250,000 retention

Additional Named Insureds:  
 Veregy, LLC  
 Veregy Consolidated, Inc.  
 CTS Midco, LLC  
 CTS Holdco, LLC  
 Midstate Holding Corp.  
 Veregy Central, LLC (f/k/a Control Technology & Solutions L.L.C., d/b/a Veregy), a Missouri Limited Liability Company  
 Veregy IN, LLC (f/k/a, Johnson-Melloh Solutions LLC, d/b/a Veregy), a Delaware Limited Liability Company  
 Veregy East, LLC (f/k/a Dynamix Energy Services Company, LLC, d/b/a Veregy), an Ohio Limited Liability Company  
 Dynamix Engineering Ltd.  
 Veregy West, LLC (f/k/a Midstate Energy, L.L.C., d/b/a Veregy), an Arizona Limited Liability  
 Veregy DER & Electrical, LLC (f/k/a Urban Energy Solutions, LLC, d/b/a Veregy), an Arizona Limited Liability Company  
 Four Star Mechanical, LLC  
 Veregy TX, LLC (f/k/a, Four Star Fabricators And Service Company, LLC, d/b/a Veregy), a Texas Limited Liability Company  
 Veregy Pacific, LLC (f/k/a Enpowered Solutions, LLC), a California Limited Liability Company

Re: 26-1055 General Services Garfield New Cons.

The following are additional insured for General Liability where required by written contract or agreement subject to the provisions and limitations of the policy(ies) per policy terms and conditions.

1. Oakland Unified School District
2. District Parties

Primary Non-Contributory coverage applies to General Liability where required by written contract or agreement per policy terms and conditions.  
 Cancellation provision is amended to 30 days except for 10 day notice of cancellation for non-payment of premium per policy terms and conditions.  
 Cancellation provision applies to General Liability per policy terms and conditions.

Waiver of Subrogation in favor of the Additional Insureds applies to General Liability where required by written contract or agreement per policy terms and conditions.



**ZURICH**<sup>®</sup>

# Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO416584401

Effective Date: 9/10/2025

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
  - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
  - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
  - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Garfield Elementary School New Construction Project	<b>Site</b>	118
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### Basic Directions

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

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

Contractor Name	Veregy Pacific, LLC	Agency's Contact	Sean Murphy		
OUSD Vendor ID #		Title			
Street Address	1111 Broadway, 3 <sup>rd</sup> Floor	City	Oakland	State	CA Zip 94607
Telephone	510-645-1850	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	22102				

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-28-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2029
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$75,801.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	
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
9655/9867	Fund 21, Measure Y	210-9657-0-98678500-6215-118-9180-9906-9999-22102	6215	\$75,801.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director of Facilities Planning &amp; Management</b>				
	Signature	Date Approved			
2.	<b>Counsel, Department of Facilities Planning and Management</b>				
	Signature <i>James Traber</i>	Date Approved	5/1/2026		
3.	<b>Chief Systems and Services Officer</b>				
	Signature	Date Approved			
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			