

# ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

## Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and 3QC, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

**1. Services.** The CONTRACTOR shall provide the following services:

Historic Alameda High Modernization, AUSD Porject #211509:  
 1) Provide full commissioning services to meet California Title 24 Code Requirements and verify that the upgraded systems are fully functional at completion. Systems to be commissioned for compliance with Title 24 include:  
 \* HVAC and controls  
 \* Lighting and controls  
 \* Domestic hot water  
 \* Irrigation controls  
 2) Entire scope of work by 3QC attached along with proposal.  
 Per attached proposal from 3QC, Inc.

**2. Terms.** CONTRACTOR shall commence work on upon execution of contract, or the day immediately following approval by an executive cabinet member, if the total amount the CONTRACTOR has contracted with the District is below \$88,300 in the current fiscal year, or the Board of Education if total Agreement equals or exceeds \$88,300, whichever is later. All contracts over \$25,000 must be presented to the Board of Education for approval within sixty (60) days of work commencing. The work shall be completed no later than August 31, 2019.

**3. Compensation. Check one of the following boxes:**

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

- 3.1  CONTRACTOR is providing services for a flat fee which shall not exceed \$\_\_\_\_\_.
- 3.2  CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$\_\_\_\_\_.
- 3.3  Other: Pre-Construction Fee: \$9,540; Construction Phase Cx Fee: \$52,110; Total Fee: \$61,650

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

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

**4. Strategic Alignment. Check one of the following boxes:**

4.1  **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? It aligns with the Board Approved Implementation Plan B for school site specific improvements.

4.2  **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? \_\_\_\_\_

**5. Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

**5.1 Tuberculosis Screening. Check one of the following boxes:**

5.1.1  TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.1.2  **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

JMO (CONTRACTOR initials)

RL (District Representative initials)

**5.2 Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD 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. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1  Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.2.2  **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 7.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

JMO (CONTRACTOR initials)

PL (District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

6.3 **Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

6.3.1  **Waiver of Insurance.** CONTRACTOR is not required to maintain any insurance under this Agreement. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

\_\_\_\_\_ (CONTRACTOR initials)

\_\_\_\_\_ (District Representative initials)

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

**AUSD Representative:**

Name: Robbie Lyng

E-mail: rlyng@alameda.k12.ca.us

Site/Dept: AUSD-MOF

Address: 2060 Challenger Dr., Alameda, CA 94501

Phone: 510-337-7090

**CONTRACTOR:**

Name: Jim Ogden

Title: Principal

Address: 950 Glenn Drive, Suite 200

Folsom, CA 95630

Phone: 916-496-8403

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

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

8.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.

9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

**10. Contractor Qualifications / Performance of Services.**

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent

contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
13. **Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
14. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
15. **Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, 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 AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

- 18. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 19. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 20.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 20.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD'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 AUSD 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.
- 22. Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CONTRACTOR will be permitted access to student data only where permissible under state and federal law and only after executing AUSD's Confidentiality Agreement Regarding Student Data.
- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

- 24. 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.
- 25. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 30. Other.** Additional terms set forth in this paragraph 30 must be approved by AUSD General Counsel:  
\_\_\_\_\_ (General Counsel initials)

I. SITE

CONTRACTOR Print Name & Title: Jim Ogden, Principal

CONTRACTOR Signature: Jim Ogden Digitally signed by Jim Ogden  
Date: 2018.07.17 14:41:01 -07'00'

Date: 07/17/2018

**SOURCE OF FUNDS**

Unrestricted Funds (general fund) \_\_\_\_\_ Donated Funds \_\_\_\_\_

Restricted Funds (categorical) \_\_\_\_\_ with Appropriate Director Approval: \_\_\_\_\_  
(Director Signature)

Budget Code: 21-9501-0-0000-8500-6200-022-77-3036

[Signature]  
Requesting Administrator

7/20/2018  
Date

**FORWARD TO:** Business Services Administrative Assistant for Processing

II. HR

Human Resource Approval  Yes  No

[Signature]  
Signature of Human Resource Administrator

7/31/18  
Date

**FORWARD TO:** Business Services Administrative Assistant for Processing

III. CABINET

- Superintendent, Sean McPhetridge
- Chief Human Resources Officer, Tim Erwin
- Chief Academic Officer, Steven Fong
- Chief Student Support Officer, Kirsten Zazo

- General Counsel, Chad Pimentel
- Chief Business Officer, Shariq Khan

[Signature]  
Signature of Cabinet Member

8-1-18  
Date

**BOE Approval Required For Contracts Equal To Or Greater Than \$88,300:**

IV. BOARD

\_\_\_\_\_  
Signature of President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Secretary, Board of Education

\_\_\_\_\_  
Date



**Instructions to Independent Contractors**

*Contractors who are not corporations should complete this form and submit with other contract documents.  
Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.*

**INDEPENDENT CONTRACTOR STATUS CHECKLIST  
(Employee v. Independent Contractor)**

Independent Contractor's Name: _____	Retired school employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Current school employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**COMMON LAW FACTORS:**

- NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- OWN WORK HOURS:** The worker will establish the work hours for the job.
- NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.

- SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD’s facilities (equipment, office furniture, machinery, etc.). The worker’s investment in his/her trade is real, essential, and adequate.
- SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
  - Having an office and assistants
  - Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
  - Having business signs
  - Having a business license
  - Listing services in a business directory
  - Other
  - (Attached copies of business license, business cards, letterhead, advertisements)
- POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
  - The worker hires, directs, and pays assistants
  - The worker has his/her own office, equipment, materials, or facilities
  - The worker has continuing and recurring liabilities
  - The worker has agreed to perform specific jobs for prices agreed upon in advance
  - The worker’s services affect his/her own business reputation
- LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered “interim” or “progress” reports.)

I, Jim Ogden (contractor’s printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: Jim Ogden Digitally signed by Jim Ogden  
Date: 2018.07.17 14:42:32  
-07'00'

## Fee Proposal

For over 15 years we have provided commissioning services to our clients at very competitive rates without sacrificing quality. We prefer to provide our clients with a firm fixed (not-to-exceed) fee structure based on an hourly rate schedule that is all inclusive of travel and expenses. Our fee for commissioning the Alameda High School Renovation project is below.

### Proposed Fee

#### 1. Pre-Construction Cx Fee

Subtotal	<b>\$9,540</b>
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#### 2. Construction Phase Cx Fee

Subtotal	<b>\$52,110</b>
Total:	<b>\$61,650</b>

#### Assumptions:

- The fee above includes all reimbursable expenses and travel.

Title	Hourly Rate
Jim Ogden, LEED Fellow, CxA+BE - Principal in Charge	194.50
Steve Speyer, PE, CxAP - Cx Agent	185.10
Rich McKee - Cx Technician	126.25
Tami Dockendorf - Document Control Manager	105.10
Rachel Manoguerra - Administrative Support	68.90

## **Project Understanding**

The Historic Alameda High School was originally built in 1924 and has undergone various transformations through 1975. The campus has served the community well for many years not only as a high school but also a public resource for adult education and performance auditorium. It is also a registered Historic Landmark and a significant focal point of Alameda's Historical Downtown District. The District performed a Facility Assessment in 2012 and the Central and Science building were identified as needing significant modernization and seismic upgrades for safety and performance. The buildings have been vacant since 2013.



The project consists of two buildings. 1) The Central Building which is a 3-story historic building of approximately 50,000 SF which includes the west wing, east wing and central administration building attached to the auditorium, and 2) The Science Building also a 3-story historic facility 38,400 SF.

As part of the District's 2014 Measure I Bond, the project was approved to move forward with a major renovation. In 2017, the District broke ground to bring the facility back into useful life while preserving its rich history. Alameda USD has been working with Quattrocchi Kwok Architects who completed construction documents in December of 2017. 3QC is proposing to support the team with commissioning services to meet California Title 24 Code Requirements and verify that the upgraded systems are fully functional at completion.

Systems to be commissioned for compliance with Title 24 include:

- HVAC and controls
- Lighting and controls
- Domestic hot water
- Irrigation controls

## **Scope of Work**

### ***Pre-Construction Phase***

1. Assemble commissioning team, hold a scoping meeting and identify responsibilities.
2. Review and clarify necessary project objectives documentation (design intent) and establish clear and measurable acceptance criteria.
3. Organize and lead commissioning meetings as needed with project manager and design team.
4. Review the designs and specifications for equipment and energy-management systems.
5. Develop a Commissioning Plan/Specification for all commissioned equipment and control systems. This commissioning plan will include a description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements including formats; alerts to coordination issues, deficiency resolution; construction checklist and startup requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned. Input from AUSD, A/E consultants, and the contractor will be considered in the preparation of the plan.

6. A written draft of the Commissioning Plan will be submitted after review of the plans and specifications.
7. A final draft will be delivered within two weeks of receipt by comments on the draft.

### **Construction Phase**

1. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise. Coordinate the commissioning work and, with the contractor and owner's project manager, ensure that commissioning activities are being scheduled into the master schedule. Communicate and cooperate as directed by AUSD.
2. Revise, as necessary, the commissioning plan, including scope and schedule.
3. Plan and conduct 10 commissioning meetings and transcribe and distribute minutes.
4. Request and review additional information required to perform commissioning tasks, including O&M materials and contractor start-up and checkout procedures. Before startup gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
5. Review and approve normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
6. Review requests for information and change orders for impact on commissioning and owner's objectives.
7. Review coordination drawings to ensure that trades are making a reasonable effort to coordinate.
8. Write and distribute construction checklists for commissioned equipment and systems.
9. Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
10. Perform 10 site visits, coordinated with commissioning meetings, to observe component and system installations. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
11. Witness any ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Report.
12. Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
13. Document startup of each system by reviewing start-up reports and by selected site observation.
14. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
15. With necessary assistance and review from installing contractors, write the functional test procedures for equipment and systems. This will include manual functional testing, energy management control system operational trending and may include stand-alone data-logger monitoring. Submit to CM for review and approval if required.
16. Analyze functional testing results and operational trend log and monitored data to verify performance.
17. Coordinate, witness and document manual functional tests performed by installing contractors over the course of 10 days. The functional testing will include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, and interlocks with other systems or equipment. Sensors and controlled devices such as actuators, dampers and valves will be calibrated during construction check listing by the installing contractors and spot-checked by the commissioning

provider during functional testing. Tests on respective HVAC equipment will be executed, if possible, during both the heating and cooling season. However, some overwriting of control values to simulate conditions will be allowed. Particular attention will be paid to rooftop A/C unit economizers.

18. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the CM. Provide directly to the CM written progress reports and test results with recommended actions.
19. Review equipment warranties to ensure that the District's responsibilities are clearly defined.
20. Oversee and approve the training of the District's operating personnel.
21. Review and approve the preparation of the O&M manuals for commissioned equipment.
22. Compile the commissioning Systems Manual that consists of the following: Owner Objectives/Design Intent (from owner); Design Narrative and Basis of Design (from designer); Performance metrics, if completed during design; space and use descriptions, single line drawings and schematics for major systems (from designer); control drawings, sequences of control (from contractor); and a table of all setpoints and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for re-commissioning frequency by equipment/systems type, energy tracking recommendations, and recommended standard trend logs with a brief description of what to look for in them.