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Enactment Number	22-1017
Enactment Date	5/25/2022 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Division of Facilities Planning and Management

Board Meeting Date May 25, 2022

Subject Agreement for Inspector of Record Services for Construction – King Construction Inspection, Inc. – Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Replacement Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education Agreement for Inspector of Record Services for Construction by and between the **District** and **King Construction Inspection, Inc.**, Berkeley, California, for the latter to provide DSA Inspector of Record Services, for the **Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Replacement Project**, in the not-to-exceed amount of **\$22,790.00**, which includes a not-to-exceed amount of **\$5,000.00** for additional services, with work scheduled to commence on **May 26, 2022**, and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

Discussion Consultant was selected without competitive bidding because this consultant is providing specially trained Inspector of Record services. (Public Contract Code §20111(d); Government Code § 53060.)

LBP (Local Business Participation Percentage) 50.00%

Recommendation Approval by the Board of Education Agreement for Inspector of Record Services for Construction by and between the **District** and **King Construction Inspection, Inc.**, Berkeley, California, for the latter to provide DSA Inspector of Record Services, for the **Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Replacement Project**, in the not-to-exceed amount of **\$22,790.00**, which includes a not-to-exceed amount of **\$5,000.00** for additional services, with work scheduled to commence on **May 26, 2022**, and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure B

Attachments

- Agreement
- Scope of Work
- Insurance Certificate



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

Legislative File ID No. 22-1180

Department: Facilities Planning and Management

Vendor Name: King Construction Inspection, Inc.

**Project Name: Martin Luther King Jr. ES Fire & Intrusion Alarm
Replacement Project**

Project No.: **15111**

Intended End: **6-30-2023**

Contract Term: Intended Start: 5-26-2022

Total Cost Over Contract Term: \$22,790.00

Approved by: Tadashi Nakadegawa

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?

This consultant was selected through RFP, specialized services and experience of Inspector of Record services based on demonstrated competence and professional qualifications the district identified the chosen consultant as the most qualified at the most reasonable price.

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

King Construction Inspection, Inc., will provide DSA Inspector of Record Services, for the East Oakland Pride Elementary School Fire Intrusion Alarm Replacement Project.

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?

The district received proposals through an RFP process, which includes review/scoring of proposals. King Construction Inspection Inc. was selected based on the highest interview scores and because their prices were fair and reasonable compared to the prices submitted by the other responding consultants.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Contractor is providing Inspector of Record services, which are specially trained services.

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective May 26, 2022, by and between the **Oakland Unified School District (“District”)** and **KING CONSTRUCTION INSPECTION, INC. (“Inspector”)**, with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of a Construction Service project at Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement (“the Project”), which requires ongoing inspection.

B. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as an Inspector of Record (Project Inspector) and has or can obtain the approval of the California Division of the State Architect (“DSA”) to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.

C. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. **Inspection Services.** Inspector agrees to provide the services described in this Agreement (“Basic Services”) in a professional and competent manner and in accordance with the terms of this Agreement. Inspector may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Term of Agreement and Payment.** The term for performance of the Services shall be the duration of the Project (“Term”), and Inspector shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of June 30, 2023, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in *Exhibit A* for Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Services.

3. **DSA Approval.** Inspector acknowledges that District is required to obtain the approval of DSA prior to using Inspector's services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.

4. **Duties and Conduct of the Inspector.** The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project ("Contractor") are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project ("the Contract Documents"). The Inspector shall keep the Contractor informed during the work of the results of Inspector's inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties.

a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.

b. Observe, check and measure items used in the Project for compliance with the Contract Documents and technical instructions from the Architect.

c. Maintain a daily report/log describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the Contractor's activities each day.

d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to the District and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Inspector shall maintain a daily log of inspection by testing lab.

e. Make sure that the required record drawings are accurately marked up as required.

f. Report to the District and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Assist the District and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District and as defined in the California Education Code, California Building Code, Title 24, and the California Code of Regulations, Title 21.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

- j. Maintain an effective working relationship with the Contractor, District personnel and Architect.
- k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents.
- l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.
- m. Attempt to anticipate the Contractor's problems and review with the District anticipated schedules and work involved prior to the commencement of a new trade on the job.
- n. Attempt to foresee the need for all required tests and inspections.
- o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.
- r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- s. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- t. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition.
- u. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.
- v. Upon District's request, comply with any fingerprinting or related requirement.
- w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents before signing off any block or section of a DSA inspection card, (c) notifying DSA when work

proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

x. Inspector shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Inspector's performance of or failure to perform its duties under this Agreement.

5. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the Contractor's field superintendent;
- d. Expedite the job for the Contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;
- h. Interfere in Contractor/Subcontractor relationships.

6. Independent Contractor Status. Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, all contractors, and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Inspector which does not otherwise exist.

7. Indemnity. Inspector shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Inspector's performance of or failure to perform any of the duties

contemplated by this Agreement or for any tax liability arising out of this Agreement.

8. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the appropriate State and Federal tax authorities as required.

9. **Insurance.** The Inspector shall purchase and maintain insurance that will protect the Inspector from the claims set forth below that may arise out of or result from the Inspector's performance of services or failure to perform services required by this Agreement:

a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;

b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;

c. Claims for damages because of bodily injury or death of any person;

d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person;

e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:

\$2,000,000 Each Occurrence

\$4,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:
\$2,000,000 Each Person
\$1,000,000 Each Occurrence

Property Damage:
\$2,000,000 Each Occurrence

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least TWO MILLION DOLLARS (\$2,000,000) with a deductible in an amount not to exceed the sum of TEN THOUSAND Dollars (\$10,000.00).

10. Termination of Agreement.

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.

b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform its duties or for any material breach under this Agreement.

c. In the event of termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

11. Successors and Assigns. The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector shall assign or transfer any interest in this Agreement without the written consent of the other.

12. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Inspector: King Construction Inspection, Inc.
1626 Beverly Place
Berkeley, California, 94707

District: Oakland Unified School District
Attn: Tadashi Nakadegawa, Deputy Chief,
Oakland, California, 94601

13. Governing Law and Venue. This Agreement shall be governed by 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.

14. **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.

15. **Amendment.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

16. **Compliance with Law.** While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations.

17. **Requests.** Inspector agrees to timely and properly complete all reports requested by the District or the Architect or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

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

19. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

20. **Work Records.** All documents, daily logs, and any other written work product generated by Inspector shall be deemed to be the sole and exclusive property of District.

21. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Inspector and the District and their respective successors and assigns.

23. **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.

24. **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


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.

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


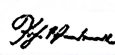
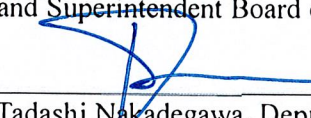
26. The following forms, attached to the proposal, are incorporated into the contract:
- Fingerprinting Notice and Acknowledgement.
 - ~~Iran Contracting Act Certification.~~
 - Workers' Compensation Certification.
 - Drug-Free Workplace Certification.
 - ~~Buy American Certification.~~
 - Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

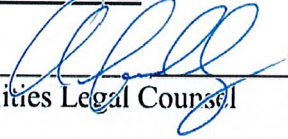
INSPECTOR:

 4/22/2022
Signature Date
President Edward King
Title & Name

OAKLAND UNIFIED SCHOOL DISTRICT:

 5/26/2022
Gary Yee, President, Board of Education Date
 5/26/2022
Kyla Johnson-Trammell, Secretary, Date
and Superintendent Board of Education
 5/2/2022
Tadashi Nakadegawa, Deputy Chief, Date
Facilities Planning & Management

Approved As To Form:



OUSD Facilities Legal Counsel

4/29/22

Date

EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated \$165.00 per hour for Edward King and \$140.00 per hour for all other employees.

For Basic Services, Inspector's total compensation shall not exceed **SEVENTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NO/100 (\$17,790.00)**, which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its **February 15, 2022**, fee estimate. Inspector acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. If delays in completion of the Project occur that are not caused by wrongful conduct by Inspector, including but not limited to Inspector's breaches of contract or deficient performance of Basic or Additional Services, then Inspector shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

For Additional Services, Inspector's total contingency compensation shall not exceed **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)**.

The total price under this Agreement for Basic and Additional Services shall be in the amount of **TWENTY-TWO THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NO/100 (\$22,790.00)**.

Inspector shall perform all services required by this Agreement even if no more compensation is possible due to total compensation having reached the not-to-exceed amount.



DESIGN PROFESSIONAL BLANKET ADDITIONAL INSURED NOTICE - BUSINESS LIABILITY COVERAGE FORM

Thank you for being a customer of The Hartford.

This Notice is being provided to highlight the following important provisions included in your Business Liability Coverage Form, SS 00 08 04 05.

I. ADDITIONAL INSUREDS WHEN REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following provisions in Section C. **WHO IS AN INSURED:**

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, 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 the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

Please be advised that if SS 51 13 Exclusion - Engineers, Architects Or Surveyors Professional Liability - California and SS 51 14 Additional Insured Provisions - California are on the Policy, the above-referenced Subparagraph (2) of Paragraph d. **Architects, Engineers Or Surveyors** and Subparagraph (2) of Paragraph f. **Any Other Party** which contains professional liability exclusionary language has been amended. Please see SS 51 13 and SS 51 14 for details.

II. OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE WHEN REQUIRED BY CONTRACT

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following condition in Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

III. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS:**

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Please be advised that this Notice is not a Policy form and does not grant or alter coverage, or change any terms or conditions of the Policy. Please be sure to read your Policy carefully including all endorsements attached to your Policy. If there is any conflict between this Notice and the Policy, the provisions of the Policy will apply.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Martin Luther King Jr. ES Fire & Intrusion Alarm Replacement	Site	182
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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	King Construction Inspection, Inc.	Agency's Contact	Edward King		
OUSD Vendor ID #	007828	Title	Manager		
Street Address	1626 Beverly Place	City	Berkeley	State	CA Zip 94707
Telephone	510-333-6521	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 #	15111				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-26-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$22,790.00	If New Contract, Total Contract Price (Not To Exceed)	\$
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
9399/9654	Fund 21, Measure B	210-9399-0-9654-8500-6235-182-9180-9901-9999-15111	6235	\$22,790.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	5/2/22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only	Date Approved	4/29/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	5/2/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			