Board Office Use: Le	gislative File Info.
File ID Number	22-1460
Introduction Date	6-22-2022
Enactment Number	22-1245
Enactment Date	6/22/2022 os



Memo То Board of Education From Kyla Johnson-Trammell, Superintendent Tadashi Nakadegawa, Division of Facilities Planning and Management **Board Meeting Date** June 22, 2022 Subject Agreement for Inspector of Record Services for Construction - King Construction Inspection, Inc. - Melrose Leadership Academy at Maxwell Park Living Schoolyard 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., Oakland, California, for the latter to provide DSA Inspector of Record Services, for the Melrose Leadership Academy at Maxwell Park Living Schoolyard Project, in the notto-exceed amount of \$47,388.00, which includes a not-to-exceed amount of \$4,308.00 for additional services, with work scheduled to commence on June 23, 2022, and scheduled to last until October 28, 2022, 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 0.00% **Participation Percentage**) 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., Oakland, California, for the latter to provide DSA Inspector of Record Services, for the Melrose Leadership Academy at Maxwell Park Living Schoolyard Project, in the notto-exceed amount of \$47,388.00, which includes a not-to-exceed amount of \$4,308.00 for additional services, with work scheduled to commence on June 23, 2022, and scheduled to last until October 28, 2022, pursuant to the Agreement. **Fiscal Impact** Fund 21 Building Fund, Measure Y Attachments **Contract Justification Form** • Agreement, including 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.	<u>22-1460</u>					
Department:	Facilities Planning and Management					
Vendor Name:	King Construction Inspection, Inc.					
Project Name:	Melrose Leadership Academy at Maxwell Park Living Schoolyard	Project No.:	22120			
Contract Term:	Intended Start: <u>6-23-2022</u>	Intended End:	<u>10-28-2023</u>			
Total Cost Over Contr	act Term: <u>\$47,388.00</u>					
Approved by: Tadashi	Nakadegawa					
Is Vendor a local Oakl	and 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 Melrose Leadership Academy at Maxwell Park 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:

- \Box 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*
- \Box 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:

- \Box 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
\Box No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>
□ Other:
Maintenance Contract:
\Box Price is at or under bid threshold of \$99,100 (as of 1/1/22)
\Box No advantage to bidding (including sole source) – <i>contact legal counsel to discuss</i>
□ 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 June 23, 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 the Melrose Leadership Academy at Maxwell Park Living Schoolyard ("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 October 28, 2022, 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 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.

A greement for Inspector of Record Services for Construction – King Constrution Inspection, Inc. – Melrose Leadership Academy at Maxwell Park Living Schoolyard Project - \$47,388.00 3-7-22-{SR694867}

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.

Agreement for Inspector of Record Services for Construction – King Construction Inspection, Inc. – Melrose Leadership Academy at Maxwell Park Living Schoolyard Project - \$47,388.00

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.

1. 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

Agreement for Inspector of Record Services for Construction - King Constrution Inspection, Inc. - Melrose Leadership Academy at Maxwell Park Living Schoolyard Project - \$47,388.00 {SR694867}

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.

Restrictions on the Inspector's Authority. In the performance of the duties required by 5. 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.

Indemnity. Inspector shall indemnify, defend and save the District, its Board of Trustees, 7. 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

Agreement for Inspector of Record Services for Construction – King Constrution Inspection, Inc. – Melrose Leadership Academy at Maxwell Park Living Schoolyard Project - \$47,388.00 {SR694867}

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.

Mediation. A party to this Agreement shall, as a condition precedent to initiating any 24. 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.

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: KING CONSTRUCTION INSPECTION, INC.

5/31/2022 Date Signature Presidont Fluard

OAKLAND UNIFIED SCHOOL DISTRICT:

83. D. Ya	6/23/23022
Gary Yee, President, Board of Education	Date
Jof. Rf-hand	6/23/2022
Kyla Johnson-Trammell, Secretary, and Superintendent Board of Education	Date
	6/22022
Tadashi Nabadegawa, Deputy Chief, Facilities Flanning & Management	Date

Agreement for Inspector of Record Services for Construction - King Constrution Inspection, Inc. - Melrose Leadership Academy at Maxwell Park Living Schoolyard Project - \$47,388.00 {SR694867} - 8 -

Approved As To Form
OUSD Facilities Legal Coursel

5/26/22 Date

Agreement for Inspector of Record Services for Construction – King Constrution Inspection, Inc. – Melrose Leadership Academy at Maxwell Park Living Schoolyard Project - \$47,388.00 {SR694867} - 9 -

<u>EXHIBIT A</u>

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 \$145.00 per hour for Winnifred Solis.

For Basic Services, Inspector's total compensation shall not exceed FORTY-THREE THOUSAND EIGHTY DOLLARS AND NO/100 (43,080.00), which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its May 19, 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 FOUR THOUSAND THREE HUNDRED EIGHT DOLLARS AND NO/100 (\$4,308.00).

The total price under this Agreement for Basic and Additional Services shall be in the amount of FORTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS AND NO/100 (\$47,388.00).

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.

DSA-CERTIFIED INSPECTOR OF RECORD SERVICES

MELROSE LEADERSHIP ACADEMY AT MAXWELL PARK ELEMENTARY SCHOOL

May 19, 2022 2.4) PROFESSIONAL FEES

DSA Class 1 Inspector	\$145.00 / hour
DSA Class 2 Inspector	\$140.00 / hour
DSA Class 3 Inspector	
Project Manager	\$165.00 / hour
Clerical/Administrative	

- KCI's services are provided on a 4 hour minimum basis for part time work, includes project reporting time and travel.
- > Overtime and weekend work (if needed) is billed at a multiplier of 1.32.
- The rates quoted are good until December 30, 2022, at which time there will be a COLA adjustment of 3.5%, and every year thereafter.
- > Parking and reimbursable expenses are billed at cost.
- Travel time and mileage are not charged to the project site, only when inspections require driving between project sites.

FEE PROPOSAL - KCI Lump Sum Fee Proposal for Melrose Leadership Academy at Maxwell Park Elementary School, Oakland Unified School District

Our Fee Proposal is based on the estimated project schedule provided in the RFP: "Project is currently out to bid with a bid due date of May 26, 2022. Construction duration will be 120 days with completion projected to occur during the Winter of 2022". \$2.2 Million project budget. We believe that four 4 hour visits per week, plus 16 hours of mobilization/close out time, will be sufficient to cover this project. Therefore the breakout is as follows:

17 weeks @ 16 hrs/week = 272 hours

mobilization/close-out = 16 hours

Winnifred Solis, IOR	288 hours @ \$145/hr	=	\$41,760.00
Edward King, PM	8 hrs @ \$165/hr	П	<u>\$ 1,320.00</u>
Sub-Total			\$43,080.00

KCI's Lump Sum billing will be divided into 5 separate months at \$8,616/month. Please note that if the Construction Schedule is extended (once the project starts), KCI will need to request a Change Order in the amount of \$2,534.12/week for each week that the project is extended. However, note that if only the project start is delayed, there will not be a cost change effect.

Total	\$43,080.00
10% Contingency Fee if approved by the District	<u>\$ 4,308.00</u>

Total Contract Request

\$47,388.00



ACORD [®]	

KCIINC0-01

MAUJEN

A	C	0	RI	, כי	(CEI	RT	FICATE OF LIA	BI		SURAN	CE		(MM/DD/YYYY)
	ER BELG	TIFIC. DW.	ATE THIS	DOES 6 CERT	NOT AFFIRMA IFICATE OF I	TIVE	LY O ANC	R OF INFORMATION ON R NEGATIVELY AMEND, E DOES NOT CONSTITU CERTIFICATE HOLDER.	EXT	END OR AL	FER THE CO	OVERAGE AFFORDED		LDER. THIS
 t	' SU his c	BRO ertifi	GATI	ON IS does no	WAIVED, subj ot confer rights	ect to	o the	DDITIONAL INSURED, the terms and conditions of tificate holder in lieu of su	the po	olicy, certain	policies may	NAL INSURED provision require an endorseme	nsort nt.As	be endorsed. Statement on
PRO	DUC	_{er} Li	cens	e # 0E6	7768					CT Margarit				
387	lns 5 Ho te 20	povar	ce Se rd Ro	rvices ad					PHONE (A/C, N	o, Ext): (925) S SS: Margarit	918-4524	FAX (A/C, No):	
Ple	asar	iton,	CA 9	4588					ADURE			RDING COVERAGE		NAIC #
								-	INSUR			e Company, Ltd		11000
INS	IRED											urance Company		29599
			KCI,						INSUR					
					y Place A 94707			-	INSUR	ER D :				
			Dell	eley, C	A 94707			-	INSUR	ER E :				
									INSUR	ER F :				
		RAGE						E NUMBER:				REVISION NUMBER:		
	ERT	IFICA	TE M	AY BE	SIANDING ANY ISSUED OR MA'	requ Y PFR		SURANCE LISTED BELOW H ENT, TERM OR CONDITION , THE INSURANCE AFFORE . LIMITS SHOWN MAY HAVE		ANY CONTRA	CT OR OTHER		PECT TO	WHICH THIS
INSR LTR		_		E OF INSL		ADDI	SUB	POLICY NUMBER			POLICY EXP (MM/DD/YYYY)	LIM	ITS	· ·
A	X	СОМ		AL GENE S-MADE	X OCCUR	x	x	57SBALK4647		1/25/2022	1/25/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
												MED EXP (Any one person)	s	10,000
		j				_						PERSONAL & ADV INJURY	\$	2,000,000
	GEI	N'L AG			APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
		POLI		PRO- JECT	LOC							PRODUCTS - COMP/OP AGO		4,000,000
Α	AUT			ABILITY								COMBINED SINGLE LIMIT	\$\$\$	2,000,000
			AUTO				ĺ	57SBALK4647		1/25/2022	1/25/2023	(Ea accident) BODILY INJURY (Per person)	\$	
		OWN AUTC	IED DS ONL	.Y	SCHEDULED AUTOS							BODILY INJURY (Per acciden	-	
	X		D DS ONL									PROPERTY DAMAGE (Per accident)	\$	
		UMB	RELLA	LIAB	OCCUR							EACH OCCURRENCE	\$\$	
		EXCE	ESS LIA	в	CLAIMS-MAD	=						AGGREGATE	\$	
		DED		RETENT	ON \$					ĺ			s	
				ENSATIO	TY I I I I I I I I I I I I I I I I I I I							PER OTH- STATUTE ER	1	
					R/EXECUTIVE							E.L. EACH ACCIDENT	\$	
			/ In NH									E.L. DISEASE - EA EMPLOYE	E \$	
	DES	CRIPT	ION OF	OPERAT	IONS below							E.L. DISEASE - POLICY LIMIT	\$	
_			onal onal					USS2132155		9/1/2021		Per Claim		1,000,000
D	FIU	16221	Unai					USS2132155		9/1/2021	9/1/2022	Aggregate		2,000,000
RE: All c Gen	n∟A pera eral ∣	at Mi tions Liabil	axwei of th ity: O	i Park e Name akland	d Insured, inclu	dina t	he af	0 101, Additional Remarks Schedul orementioned project, if any ncluded as Additional Insur	v.				Subrog	ation
CE	RTIF		E HO	LDER					CAN	ELLATION				

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

Reno	Calore QO
Treno	Conserved

Oakland, CA 94601 ACORD 25 (2016/03)

Oakland Unified School District

955 High Street

Facilities Planning & Management

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information Project Name Melrose Leadership Academy at Maxwell Park Living Schoolyard Site 235 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 x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information								
Contractor Name	King Construction Inspection, Inc.	Agency's Con	tact	Edward King				
OUSD Vendor ID #	007828	Title		Manager				
Street Address	5463 Kales Avenue	City	Oak	land	State	CA	Zip	94618
Telephone	415-314-7413	Policy Expires						
Contractor History	Previously been an OUSD contractor? Yes X No			Worked as an OUSD employee? Yes X No				
OUSD Project #	22120						-	

	Term	of Original/Amended Contract	
Date Work Will Begin (i.e., effective date of contract)	6-23-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-28-2022
		New Date of Contract End (If Any)	

		Compe	nsation/Revised Compensation		
	ntract, Total Price (Lump Sum)	\$	If New Contract, Total Contract Price Exceed)		\$47,388.00
Pay Rate Per Hour (If Hourly)		\$	If Amendment, Change in Price	:	\$
Other Exp	enses		Requisition Number		
lf you	are planning to multi-fun	d a contract using	Budget Information LEP funds, please contact the State and Federal Office <u>be</u>	fore completing r	equisition.
Resource #	Funding Source		Org Key	Object Code	Amount
9655/9885	9655/9885 Fund 21, Measure Y 210-9655-0-9885-8500-6235-235-9180-9906-9999-22120		6235	\$47,388.00	

	Approval and Routing (in order of a	pproval steps)							
Serv knov	rices cannot be provided before the contract is fully approved and a Purchase Order i wledge services were not provided before a PO was issued.	s issued. Signing this d	ocument affirms t	that to your					
	Division Head Phone	510-535-7038	Fax	510-535-7082					
1.	Executive Director, Facilities Planning and Management								
	Signature KUNDMAM	Date Approved	6.2.2	022					
	General Counsel, Department of Facilities Planning and Management								
2.	Signature	Date Approved	5/26/22						
	Deputy Chief, Facilities Planning and Management								
3.	Signature	Date Approved	6/10	n					
	Chief Financial Officer								
4.	Signature	Date Approved							
	President, Board of Education								
5.	Signature	Date Approved							