

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-3099
Committee	Facilities
Introduction Date	12-12-2012
Enactment Number	12-3012
Enactment Date	12-12-12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Tony Smith, Ed.D., Superintendent  
Timothy White, Assistant Superintendent, Facilities Planning and Management

**Board Meeting Date** December 12, 2012

**Subject** Amendment No. 3, Professional Services Facilities Contract - KDI Consultants, Inc.- Oakland High School Modernization Project

**Action Requested** Approval by the Board of Education of Amendment No. 3, Professional Services Facilities Contract with KDI Consultants, Inc. for Inspection Services on behalf of the District at Oakland High School Modernization Project, in an amount not to exceed \$19,440.00, increasing previous contract amount from \$758,160.00 to a not to exceed amount of \$777,600.00 and revising the end date from December 31, 2010 through December 31, 2011 to May 2, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Per Division of State Architect, OUSD must provide project inspection under the previous DSA application number for the addition of the Building G toilet room modifications related to LCA's bulletin #63.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms,



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opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of Amendment No. 3, Professional Services Facilities Contract with KDI Consultants, Inc. for Inspection Services on behalf of the District at Oakland High School Modernization Project, in an amount not to exceed \$19,440.00, increasing previous contract amount from \$758,160.00 to a not to exceed amount of \$777,600.00 and revising the end date from December 31, 2010 through December 31, 2011 to May 2, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

The funding source for this project is General Obligation Bond-Measure B.

**Attachments**

- Professional Services Contract including scope of work



## AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and KDI, Consultants, Inc. (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on December 31, 2010, and the parties agree to amend that Agreement as follows:

<b>1.</b>	<b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If <b>scope of work changed</b> : Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work</u> . The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional Division of State Architect inspection services for additional of toilet rooms in Building G.</u>			
<b>2.</b>	<b>Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If <b>term is changed</b> : The contract term is extended by an additional <u>2 years, 5 months</u> , and the amended expiration date is <u>May 2, 2013</u> .			
<b>3.</b>	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If <b>the compensation is changed</b> : The contract price is amended by <div style="text-align: center;"> <input checked="" type="checkbox"/> <b>Increase of \$19,440.00 to original contract amount</b>  <input type="checkbox"/> Decrease of \$ _____ to original contract amount                 </div> and the new contract total is <b>Seven hundred seventy-seven thousand, six hundred and no cents (\$777,600.00)</b>			

**4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**5. Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-27-2010	Additional inspection services were needed during the summer due to a significant amount of unforeseen conditions, along with overtime and time and material work and the contractor had more inspections than originally anticipated by the design team. Original contract expires 12/31/2010 and the schedules completion is beyond that date.	\$72,000.00
2	4-27-2011	The scope of the project is to provide additional Division of State Architect inspection services due to a significant amount of added scope due to unforeseen conditions i.e. flooring, Fire Department hammerhead foundations, paving scope, Bldg. G toilet rooms, and work being extended due to logistics not anticipated in the original phasing plan.	\$73,440.00

**6. Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London  
Jody London, President, Board of Education Date 12/13/12

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary Board of Education Date 12/13/12

Timothy White  
Timothy White, Associate Superintendent Facilities, Planning and Management Date

CONTRACTOR

Kenneth De Carlo  
Contractor Signature Date 11/12/12

Kenneth De Carlo 10R  
Print Name, Title

File ID Number: 12-3099  
Introduction Date: 12-12-12  
Enactment Number: 12-3012  
Enactment Date: 12-12-12  
By: lt

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement.

**SCOPE OF WORK**

**Contractor Name: KDI Consultants, Inc.**

**Billing Rate: Nineteen thousand, four hundred forty dollars and no cents (\$19,440.00)**

**Description of Services to be Provided**

KDI Consultants will provide a maximum of 216 hours of services at a rate of \$90.00 per hour for a total not to exceed \$19,440.00.

**1. Goals or Objectives**

The scope of the project is to provide additional Division of State Architect inspection services due to a significant amount of added to Bldg. G toilet rooms.

**2. Description of Services to be Provided**

The students are in need of a functioning restroom in Building G.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).

*Susie Butler-Berkley 11-14-2012*

Susie Butler-Berkley  
Contract Analyst

## EXHIBIT A



**Ken DeCarlo**  
KDI Consultants, Inc.  
5111 Telegraph Ave. Suite 144  
Oakland, CA 94609

October 24, 2012

**Rocky Borton**  
*Project Manager*  
955 High St  
Oakland, CA 94601

Dear Rocky Borton:

According to the Division of State Architects office Field Engineer Michael Fretz field trip notes dated 7/12/12. DSA has required the District to provide project inspection under the previous DSA Application number for the addition of the Building G Toilet Room modifications related to LCA's Bulletin #63. It was originally added under the Lunch Room Modifications project but DSA required the previous application number to remain open and active until the completion of the toilet rooms.

#### SCOPE OF SERVICES

Provide complete DSA Inspection Services for addition of toilet rooms in Bldg. G at Oakland High School.

#### AMENDED PROFESSIONAL SERVICE FEES AMOUNT

216 hours at \$90 an hour for a total of **\$19,440**

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ken DeCarlo', is written over a light blue rectangular background.

**Ken DeCarlo**  
*Project Inspector*  
KDI Consultants, Inc.



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Oakland High School Modernization	Site	Oakland High School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	KDI Consultants, Inc.	Agency's Contact	Kenneth DeCarlo
OUSD Vendor ID #	V05731	Title	Inspector of Record
Street Address	5111 Telegraph Avenue, Suite 144	City	Oakland State CA Zip 94609
Telephone	510-333-6521	Policy Expires	2-4-2013
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	05016		

Term			
Date Work Will Begin	12-31-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	5-2-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$777,600.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 16,440.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Fund #	Resource Name	Org Key	Object Code	Amount
9399, 9599, 9699	Measure B	3049901816	6235	\$16,440.00
				\$

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Charles Love	Phone	510-535-7081 Fax 510-535-7082
	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	11-14-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	11.15.12
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	

Board Office Use: Legislative File Info.	
File ID Number	11-0849
Committee	Facilities
Introduction Date	4-19-2011
Enactment Number	11-0729
Enactment Date	4-27-11 <i>JS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community benefits. Making a difference.

## Memo

**To** Board of Education

**From** Tony Smith, Ed.D., Superintendent  
Timothy White, Assistant Superintendent, Facilities Planning and Management

**Board Meeting Date** April 27, 2011 *TS*

**Subject** Amendment No. 2, Professional Services Facilities Contract - KDI Consultants, Inc. - Oakland High School Modernization Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with KDI Consultants, Inc. for Inspection Services on behalf of the District at Oakland High School Modernization Project, in an amount not to exceed \$73,440.00, increasing previous contract amount from \$684,720.00 to a not to exceed amount of \$758,160.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Project was extended past original contract duration.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the





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planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with KDI Consultants, Inc. for Inspection Services on behalf of the District at Oakland High School Modernization Project, in an amount not to exceed \$73,440.00, increasing previous contract amount from \$684,720.00 to a not to exceed amount of \$758,160.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

The funding source for this project is General Obligation Bond-Measure B.

**Attachments**

- Professional Services Contract including scope of work

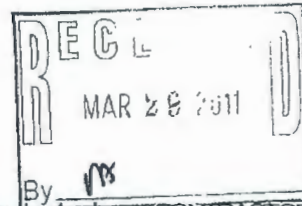
**Key Code:**

**3049901810-6235**



OAKLAND UNIFIED SCHOOL DISTRICT

### AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT



This Amendment is entered into between the Oakland Unified School District (OUSD) and KDI, Consultants, Inc. (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on January 12, 2009, and the parties agree to amend that Agreement as follows:

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

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

The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional Division of State Architect inspection services due to a significant amount of added scope due to unforeseen conditions i.e. flooring, Fire Department hammerhead foundations, paving scope, Bldg. G toilet rooms, and work being extended due to logistics not anticipated in the original phasing plan.

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

**If term is changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

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

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

Increase of \$73,440.00 to original contract amount

Decrease of \$ \_\_\_\_\_ to original contract amount

and the new contract total is Seven hundred fifty-eight thousand, one hundred sixty dollars and no cents (\$758,160.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-27-2010	Additional inspection services were needed during the summer due to a significant amount of unforeseen conditions, along with overtime and time and material work and the contractor had more inspections than originally anticipated by the design team. Original contract expires 12/31/2010 and the schedules completion is beyond that date.	\$72,000.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education     Date 4/28/11

Edgar Rakestraw, Jr., Secretary  
 Board of Education     Date 4/28/11

Timothy White, Assistant Superintendent  
 Facilities, Planning and Management     Date \_\_\_\_\_

CONTRACTOR

Contractor Signature     Date 3/30/11

Kenneth De Carlo     10R  
 Print Name, Title

File ID Number: 11-0849  
 Introduction Date: 4-19-11  
 Enactment Number: 11-0729  
 Enactment Date: 4-27-11  
 By: [Signature]

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement.

**SCOPE OF WORK**

Contractor Name: KDI Consultants, Inc.

Billing Rate: Seventy-three thousand, four hundred forty dollars and no cents (\$73,440.00)

**Description of Services to be Provided**

KDI Consultants will provide a maximum of 816 hours of services at a rate of \$90.00 per hour for a total not to exceed \$73,440.00.

1. **Goals or Objectives**  
Additional inspection
2. **Description of Services to be Provided**  
The scope of the project is to provide additional Division of State Architect inspection services due to a significant amount of added scope due to unforeseen conditions i.e. flooring, Fire Department hammerhead foundations, paving scope, Bldg. G toilet rooms, and work being extended due to logistics not anticipated in the original phasing plan.
3. **Deliverables**  
Inspection reports



Board Office Use: Legislative File Info.	
File ID Number	10-2554
Committee	Facilities
Introduction Date	10-19-2010
Enactment Number	10-2003
Enactment Date	10-27-10/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To** Board of Education

**From** Tony Smith, Ed.D., Superintendent  
Timothy White, Assistant Superintendent, Facilities Planning and Management

**Board Meeting Date** October 27, 2010

**Subject** Amendment No. 1 - KDI Consultants, Inc. -Oakland High School Modernization Project

**Action Requested** Approval by Board of Education of Amendment No. 1 with KDI Consultants, Inc. for Additional Inspection Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$72,000.00, increasing previous contract amount from \$612,720.00 to a not to exceed amount of \$684,720.00 and revising the end date from December 31, 2010 to December 31, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** To provide additional Division of State Architect (DSA) inspection services, as required, for the Modernization construction due to numerous unforeseen conditions encountered during construction.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



## OAKLAND UNIFIED SCHOOL DISTRICT

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

### Recommendation

Approval by Board of Education of Amendment No. 1 with KDI Consultants, Inc. for Additional Inspection Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$72,000.00, increasing previous contract amount from \$612,720.00 to a not to exceed amount of \$684,720.00 and revising the end date from December 31, 2010 to December 31, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

### Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

### Attachments

- Professional Services Contract including scope of work

### Key Code:

3049901812-6235





### AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **KDI Consultants, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on **January 12, 2009**, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>Additional inspection services were needed during the summer due to a significant amount of unforeseen conditions, along with overtime and time and material work and the contractor had more inspections than originally anticipated by the design team. Original contract expires 12/31/2010 and the schedules completion is beyond that date.</u></p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <b>1 year</b> (days/weeks/months), and the amended expiration date is <b>December 31, 2011</b>.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <b>\$72,000.00</b> to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <b>Six hundred eighty-four thousand, seven hundred twenty dollars and no cents (\$684,720.00)</b></p>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

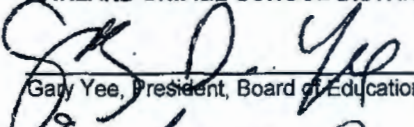
5. **Amendment History:**

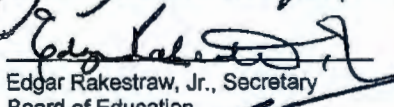
There are no previous amendments to this Agreement.  This contract has previously been amended as follows:


No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

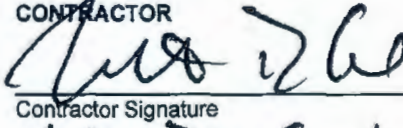
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
 Gary Yee, President, Board of Education      Date: 10/28/10

  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education      Date: 10/29/10

  
 Timothy White, Assistant Superintendent  
 Facilities, Planning and Management      Date: \_\_\_\_\_

**CONTRACTOR**

  
 Contractor Signature      Date: 10/15/10

Ken De Carlo PRINCIPAL  
 Print Name, Title

File ID Number: 10-2554  
 Introduction Date: 10-19-10  
 Enactment Number: 10-2003  
 Enactment Date: 10-27-10  
 By: JQ

**EXHIBIT "A" Scope of Work**

Contract No.

P.O. No.



**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is made part of this Agreement.

**SCOPE OF WORK**

**Contractor Name: KDI Consultants, Inc.**

**Billing Rate: Six hundred eighty-four thousand, seven hundred twenty dollars and no cents (\$684,720.00)**

**Description of Services to be Provided**

**KDI Consultants will provide a maximum of 800 hours of services at a rate of \$90.00 per hour for a total not to exceed \$72,000.00.**

- 1. Goals or Objectives**  
Additional Inspector of Record Inspections for the Oakland High School Modernization Project.
- 2. Description of Services to be Provided**  
Additional inspection services were needed during the summer due to a significant amount of unforeseen conditions, along with overtime and time and material work and the contractor had more inspections than originally anticipated by the design team. Original contract expires 12/31/2010 and the schedules completion is beyond that date.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DE  
KDICO-1

DATE (MM/DD/YYYY)

04/01/10

**PRODUCER**

Vallejo Insurance Associates  
P. O. Box 4446  
Vallejo CA 94590  
Phone: 707-554-6080 Fax: 707-554-2198

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

KDI Consultants, Inc.  
Kenneth DeCarlo  
5111 Telegraph Ave Ste. 144  
Oakland CA 94609

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: **Allied Insurance**  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L TR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7804334300	04/01/10	04/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DED COL \$1000 <input checked="" type="checkbox"/> DED COM \$1000	ACP BA 7804334300	02/04/10	02/04/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO WORK DONE FOR OAKLAND UNIFIED SCHOOL DISTRICT, DEPT OF FACILITIES PLANNING & MANAGEMENT BUILDINGS & GROUNDS, & CUSTODIAL SERVICES. PER THE CG70571096 ENDORSEMENT. \*10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.**

**CERTIFICATE HOLDER**

OAKLAND UNIFIED SCHOOL DISTRICT, TIMOTHY E. WHITE ASSIST SUPERINTENDENT  
955 HIGH ST.  
OAKLAND CA 94601

NONE111

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeanne Kilkenny-Turk *[Signature]*



POLICY NUMBER: *ACP7804334300*

COMMERCIAL GENERAL LIABILITY  
CG 70 57 10 05

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

**ADDITIONAL INSURED – OWNERS,  
LESSEES OR CONTRACTORS – SCHEDULED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES  
SEE BLANK FORM 28

Project Name:

Project Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured, the person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. Coverage does not apply to "bodily injury" to an "employee" of the named insured.
2. This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

CG 70 57 10 05

ACP GLO 7804334300

LANY

10089

AGENT COPY

Page 1 of 1

78 0019932



RE: CG7057

28 (01-86)

OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES PLANNING &  
MANAGEMENT BUILDING & GROUNDS & CUSTODIAL SERVICES  
TIMOTHY E WHITE, ASSISTANT SUPERINTENDENT  
955 HIGH ST  
OAKLAND CA 94601-4404

PROJECT NAME:  
OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES PLANNING &  
MANAGEMENT BUILDING & GROUNDS & CUSTODIAL SERVICES  
TIMOTHY E WHITE, ASSISTANT SUPERINTENDENT

PROJECT ADDRESS:  
955 HIGH ST  
OAKLAND CA 94601-4404

28 (01-85)

ACP GLO 7804334300

LANY 10089

AGENT COPY

78 0018935

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DB  
KDICO-1

DATE (MM/DD/YYYY)  
03/01/10

<b>PRODUCER</b> Vallejo Insurance Associates P. O. Box 4446 Vallejo CA 94590 Phone: 707-554-6080 Fax: 707-554-2198		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> KDI Consultants, Inc. Kenneth DeCarlo 5111 Telegraph Ave Ste. 144 Oakland CA 94609		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>Allied Insurance</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DED COL \$1000 <input checked="" type="checkbox"/> DED COM \$1000	ACP BA 7804334300	02/04/10	02/04/11	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO WORK DONE FOR OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT BUILDINGS & GROUNDS, & CUSTODIAL SERVICES.**  
**PER THE CA2048 (02-99)END. RE: 2008 CHEV PICKUP VIN# 21599, 2010 BMW VIN#78258. \*10 DAY NOTICE OF NON-PAYMENT OF PREMIUM.**

<b>CERTIFICATE HOLDER</b> OAKLAND UNIFIED SCHOOL DISTRICT, TIMOTHY E. WHITE ASSIST SUPERINTENDENT 955 HIGH ST. OAKLAND CA 94601	NONE111	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jeane Kilkenny-Turk <i>Jeane Kilkenny-Turk</i>
--	---------	---



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

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

**SCHEDULE**

**Name of Person(s) or Organization(s):**

**OAKLAND UNIFIED SCHOOL DISTRICT  
TIMOTHY E WHITE ASSISTANT SUPERINTENDANT**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998



CERTHOLDER COPY

NB



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-2010

GROUP:  
POLICY NUMBER: 1888377-2010  
CERTIFICATE ID: 2  
CERTIFICATE EXPIRES: 10-01-2011  
10-01-2010/10-01-2011

OAKLAND UNIFIED SCHOOL DISTRICT  
ASSISTANT SUPERINTENDENT  
955 HIGH ST  
OAKLAND CA 94601-4404

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Neary*  
Authorized Representative

*Douglas V Stewart*  
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - DECARLO, JAIME, SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #1600 - DECARLO, KENNETH R, PRESIDENT - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-29-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KDI CONSULTANTS INC.  
5111 TELEGRAPH AVE STE 144  
OAKLAND CA 94609

NB

[ANM,CS]

PRINTED : 10-05-2010

**LEGISLATIVE FILE**

File ID No. 09-0838  
Introduction Date 4-7-09  
Enactment No. 09-0749  
Enactment Date 4/8/09  
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
April 8, 2009

To: Board of Education  
  
From: Roberta Mayor, Ed.D., Interim Superintendent  
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services  
  
Subject: Agreement for Professional Services - KDI CONSULTANTS - Inspection Services - Oakland High School Modernization Project

**ACTION REQUESTED**

Approval by Board of Education of a Professional Services Agreement with KDI CONSULTANTS for Inspection Services at Oakland High School Modernization Project in an amount not to exceed \$612,720.00. The term of this Agreement shall commence on January 12, 2009 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, December 31, 2010, whichever occurs first.

**BACKGROUND**

As required by the State of California, new construction, renovation and addition projects at school sites involving structural, disabled access barrier removal and fire/life safety elements must be inspected during construction by an inspector certified by the Department of the State Architect (DSA).

**STRATEGIC ALIGNMENT**

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

#### **DISCUSSION**

The qualifications of the KDI CONSULTANTS have been reviewed in relation to those qualifications required by the Department of the State Architect (DSA) and have been found to be acceptable. Inspectors are selected from a credentialed group from the DSA. Due to a severe shortage of DSA credentialed inspectors, services are selected based on availability. KDI CONSULTANTS will provide inspection services pertaining to the Oakland High School Modernization project at Oakland High School.

#### **FISCAL IMPACT**

The funding source for this project is General Obligation Bond-Measure B.

#### **RECOMMENDATION**

Approval by Board of Education of a Professional Services Agreement with KDI CONSULTANTS for Inspection Services at Oakland High School Modernization Project in an amount not to exceed \$612,720.00. The term of this Agreement shall commence on January 12, 2009 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, December 31, 2010, whichever occurs first.

Key code: 3049901810-6235



AGREEMENT FOR PROFESSIONAL SERVICES AS  
DEPARTMENT OF STATE ARCHITECT (DSA)

Project Inspector

with

**KDI CONSULTANTS**

for

Oakland High School Modernization  
Oakland High School  
1023 MacArthur Blvd  
Oakland, California 94610  
O.U.S.D. Project Number: 05016

---

January 22, 2009

OAKLAND UNIFIED SCHOOL DISTRICT  
100 HIGH STREET  
OAKLAND, CA 94612

2009 MAR -5 P 1: 28

FACILITIES PLANNING  
& MANAGEMENT  
ACCOUNTING DEPARTMENT

## AGREEMENT FOR PROFESSIONAL SERVICES

### AS PROJECT INSPECTOR

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 1025 Second Avenue, Oakland, CA 94606 (hereafter "District") and KDI CONSULTANTS, P.O. Box 1113, Benicia, CA 94510 (hereinafter "Consultant").

#### RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services as Project Inspector pertaining to the inspection of the District's construction work required at the following project: Oakland High School Modernization located at **Oakland High School, 1023 MacArthur Blvd Oakland, CA 94610**, including all testing services required at the Project by Title 24, Part I, California Code of Regulations; and

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

#### 1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with inspection services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement in accordance with the requirements of the State of California's Division of State Architect (DSA).

1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

#### 2 Term of the Agreement

2.1 The term of this Agreement shall commence on **January 12, 2009** and shall conclude upon completion of the project, or permanent abandonment of the Project

by the District, or **December 31, 2010**, whichever occurs first. In no event shall the dates stated herein be deemed a representation, warranty or guarantee by the District that the Project will be completed on or before such anticipated completion date. Time is of the essence in performance of this Agreement.

3 Services Consultant Agrees to Perform

- 3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within the times specified. Consultant shall complete all services required by this Agreement in a reasonably prompt manner, taking into account the contractor's and architect's schedule, so as not to delay their performance.
- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions within the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B". Consultant shall invoice no more frequently than <semi-monthly / bi-weekly>, itemizing the number of hours worked each day for the project. Expenses incurred by the Consultant for travel to and from Consultant's home office are not reimbursable and shall be considered to be an ordinary expense of the Consultant under this Agreement.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the



obligation of the Consultant.

6 Certification

6.1 The Consultant represents and certifies that it is qualified to perform the Work and that it possesses the necessary licenses certifications and/or permits to perform the Work. Consultant also represents and certifies that it has knowledge of and shall perform its services in accordance with applicable building codes, laws, regulations and ordinances required in order to provide inspection services pursuant to Title 21 and Title 24, Part I, of the California code of Regulations. The Consultant further certifies that he/she has been approved by the Department of State Architect to perform inspection services.

7 Standard of Care

7.1 Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.

7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8 Indemnification and General Liability

8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees consultants and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.

8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.

8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and

substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor:

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 If Consultant employs workers to perform work under this Agreement, Workers' Compensation Employers' Liability limits not less than \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.



11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or Consultant's sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Omitted.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives, including GKK/McCarthy.

11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent  
Oakland Unified School District  
Department of Facilities Planning & Management,  
Buildings and Grounds, and Custodial Services  
955 High Street  
Oakland, California 94601

11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified



above.

- 11.6 Certificates of insurance evidencing all coverages above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 Consultant shall not be an association, joint venture or partnership.

12 Suspension of Work

- 12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all Plans and Project records, drawings and specifications, and all other documentation associated with the work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement. This requirement shall extend indefinitely beyond the effective termination date of this Agreement.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent  
Oakland Unified School District  
Department of Facilities Planning & Management,  
Buildings and Grounds, and Custodial Services  
955 High Street  
Oakland, California 94601

To Consultant: Ken DeCarlo  
KDI CONSULTANTS  
P.O. Box 1113  
Benicia, CA 94510

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.



18 Audit and Inspection of Records

18.1 Consultant shall maintain all schedules and correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Work.

19 Subcontracting/Assignment/Interest

19.1 Consultant has specified the use of the following sub-consultants and subcontractors in the performance of the Work under this Agreement: NA

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement. The Consultant shall not assign or transfer their Agreement or any interest of Consultant herein without the prior written approval of the District. Any such attempt by Consultant to assign or transfer this Agreement or any of its interest without District's approval shall be void and of no force or effort

19.3 The Inspector hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, the Inspector has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of the Services; and (ii) the Inspector shall not employ in the performance of the Services any person or entity having any such interest.

20 Compliance with Americans with Disabilities Act/ Non-Discrimination Clause

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or gender of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.



- 21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.
- 22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.
- 22.1 Two copies of this Agreement shall be executed. One copy shall be retained by District and one copy shall be given to the Consultant.
- 23 Compliance With Laws
- 23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.
- 24 Entire Agreement; Modifications of Agreement
- 24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.
- 24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix B, or in the time of required performance as set forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

CONSULTANT:

By: [Signature]  
Title: IOR

Dated: 3/5/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]  
Alice Spearman, President, Board of Education

Dated: 4/9/09

By: [Signature]  
Edgar Rakestraw, Jr., District Secretary

Dated: 4/9/09

By: [Signature]  
Timothy E. White, Assistant Superintendent – Division  
of Facilities, Planning & Management

Dated: \_\_\_\_\_

Approved as to form:

[Signature]  
Cate Boskoff, Facilities Counsel

Dated: 3.12.09

Attachments: Appendix A  
Appendix B  
Appendix C

**APPENDIX A**

**SCOPE OF WORK**

Consultant will provide inspection services in accordance with the guidelines set forth by the Division of the State Architect and mandated by the State of California for public school



construction and improvement at the **Oakland High School Modernization**, located at **Oakland High School, 1023 MacArthur Blvd, Oakland, California, 94610.**

• **SCOPE OF BASIC SERVICES**

- 1.1 **Criteria:** Work shall be performed in accordance with all applicable and most current codes, laws, regulations, and professional standards, including, but not limited to, applicable District design criteria. The services performed under this Agreement may be part of a school building project funded in whole or in part by Leroy F. Greene State School Building Funds (E.C. 17700). Therefore, the Consultant's full compliance with the applicable Disabled Veterans' Business Enterprise (DVBE) regulations promulgated by the State Allocation Board, for Greene Act funding, is mandatory. As required by the State Allocation Board regulations, the Consultant's satisfactory compliance shall be determined by the District and shall be a condition precedent to the execution of this Agreement or payment of any amounts by the District hereunder. The Consultant shall remain continuously in compliance with said DVBE regulations during the entire term of this Agreement.
  
- 1.2 Inspector shall provide, as authorized in advance by District and in the manner described below, the following construction phase inspection services to District:
  - 1.2.1 Services under this Agreement are to provide assurance that the Project is built according to the approved construction documents so that the Division of the State Architect, Office of Regulation Services (DSA/ORS) can verify the Project work when complete.
  
  - 1.2.2 The duties of Consultant will include all activities required to develop and maintain personal knowledge of the Project work, generally including the following: preparing reports, maintaining codes, documents, submittals and records, developing and maintaining a field check list and Work Progress Charts, reviewing as-built drawings, change order proposals and requests for payment, reporting Project delays, performing Project close-out procedures, and all other tasks required to be performed by a "Project Inspector" under Title 24, Part I, of the California Code of Regulations, and as required by the Education Code "Field Act".
  
  - 1.2.3 Services will include, but shall not be limited to, the following:
    - 1.2.3.1 Maintaining copies of the most recent relevant Title 24 building codes and interpretive manuals at the job site for the duration of the Project. The code shall include, at a minimum: (1) the State Uniform Plumbing Code; (2) the State Uniform Mechanical code; (3) the State and

National Electric Code [s], (4) the State Uniform Building Code; and (5) the State Accessibility Standards and Interpretive Regulations;

- 1.2.3.2 Studying and analyzing the Construction Contract and the Contract Documents, and notifying the Architect and District project manager immediately of any inconsistencies and/or perceived omissions in the Contract Documents;
- 1.2.3.3 Maintaining records at the site in an orderly manner, including the Construction Contract and approved Contract documents, Addenda, Supplements, Change Orders, Field Orders, structural and utility records, submittals, correspondences, approved shop drawings and all reports hereinafter required.
- 1.2.3.4 Reviewing portions of the Project work which require testing of materials or systems, including verification that testing and/or engineering laboratories and/or individuals are qualified to undertake required tests.
- 1.2.3.5 Inspecting all materials delivered to the Project site for conformance with Contract requirements; verification of special inspections when applicable; requiring that materials be stored so that they will neither interfere with the Project work nor incur damage from weather or other causes;
- 1.2.3.6 Notifying District and Architect of questionable materials and/or workmanship, as needed, to allow remedial action to be taken, in circumstances where Consultant believes he is not qualified to judge the acceptance of such materials and /or work;
- 1.2.3.7 Attending all Project meetings;
- 1.2.3.8 Maintain a photographic record of activities and conditions at the Project site.
- 1.2.3.9 Tracking labor performed and materials used in any unit cost and/or cost-plus type of work, reporting data to the Architect and District;
- 1.2.3.10 Developing and utilizing a Field check List including all Project work divided by trade;
- 1.2.3.11 Receiving a Progress Schedule, in a form approved by



the Architect, detailing start and finish date for Project work; updating the Schedule weekly to reflect Project progress; alerting District and the Architect of departures from the Schedule and/or conditions that may cause Project delays;

- 1.2.3.12 Prepare three series of reports, including:
- 1.2.3.12.1 Daily Diary Reports: Reports to be created daily to include: (a) the approximate number of workers in each craft or trade; (b) identification of visitors to the site; (c) any observations of the Consultant and/or Architect; (d) general weather conditions; (e) Project status; (f) deviations from the plans and specifications (if any) and corrective action required regarding same; (g) persons notified of any corrective actions deemed necessary;
  - 1.2.3.12.2 Semi-monthly Reports: Reports shall be submitted on 1<sup>st</sup> and 16<sup>th</sup> day of each month of Project work;
  - 1.2.3.12.3 Verified Progress Reports: Reports to be submitted as required by Title 24, and provided to DSA on required form, following review by the Architect; Inspector must provide the Verified Progress Reports to Architect, in typed format, forty-eight hours prior to the date of required transmission to DSA.
- 1.2.3.13 The Inspector shall be familiar with the Testing and Inspection Sheet ("T&I Sheet") issued for the Project by the DSA and shall request special deputy inspectors as necessary and order special test as required by the T&I Sheet, the District or the DSA. The Inspector shall transmit all such samples to the Laboratory for analysis upon completion of all such test and special inspection. The Inspector shall retain a copy of all results and shall transmit a copy of all results and each test or inspection to the DSA, the Project Architect, the Project Manager and the District.
- 1.2.3.14 The District and all Districts projects are "drug-free" and "smoke-free" workplaces and, as such, require that all persons at the Project sites (including the Consultant) be subject to the requirements mandated by California Government Code Sections 8350, et seq. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in

that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of the payments or termination for failure to comply with such Act. The Consultant shall cause the removal of any personnel working on the Project site in violation of the Act.

- 1.2.3.15 Providing notice of specific benchmarks during the course of construction to DSA, the State Fire Marshall ("SFM"), the District and the Architect, including (1) forty-eight hours notice of the date Project work will be started where the work is under the jurisdiction of DSA; (2) forty-eight hours notice of the date on which the first foundation trench will be complete and ready for footing forms; (3) forty-eight hours notice of the first pour of concrete; (4) notice of any suspension of Project work for a period greater than two weeks; (5) forty-eight hour notice of when any new phase of work is to be started, including (a) structural steel; (b) wood framing; (c) lathe and plaster; (d) painting; and (e) tile work; (6) forty-eight hour notice of the first or principal tests electric, water, gas and / or sewer pipes; (7) notice of any hazard to persons or property, such as the occurrences of any serious accident, fire or failure of any form work or scaffolding, immediately upon such occurrences, (8) any comments regarding conflicts in work, and suggestions made by official representatives of DSA, SFM, public authorities, utility companies, or the District;
- 1.2.3.16 Issuing notices of non-compliance to the Contractor, with copies to the Architect and the District, for any deviations from the requirements of the Contract Documents, and preparation of a log of all discussions of such deviations. Consultant shall take special care to insure that he/she does not issue instructions to the Contractor that will result in claim for extra compensation or a claim for an extension in the time of Contract completion;
- 1.2.3.17 Verification that all subcontracted work is done by licensed subcontractors who are listed in the Contract Documents and/or specially approved by the District.
- 1.2.3.18 Allowing changes from contract Documents to proceed only when either a full Change Order is in place or upon receipt of a Preliminary Change Order, based upon DSA informal approvals or at the direction of the District.
- 1.2.3.19 Participation in the Change Order approval process by reviewing proposed changes to the work and assisting in determining the appropriate cost and time impact of the



change;

- 1.2.3.20 Comparing Contractor's monthly request for payment with the Schedule of Values by Contractor and approved by Architect to determine that the request is consistent with work completed; certify or recommend denial of the request for payment and forward to Architect for action;
- 1.2.3.21 Inspecting on a weekly basis, of "As-Built Drawings" annotated daily by of a current set of plans and specifications which incorporate all changes, revisions and clarifications received from Architects; final review, approval and transmission of final As-Built Drawings to Architect at Project Completion;
- 1.2.3.22 Reporting of any Project delays, including provision of a report to Architect and District fully outlining the status of the Project and the reason for delay, and listing missing items and incomplete work;
- 1.2.3.23 Creating a punchlist of items to be adjusted at Project Substantial Completion; transmission of punchlist to Architect and District for;
- 1.2.3.24 Confirming that Fire Life Safety and electronic grounding tests have been successfully completed.
- 1.2.3.25 Assuring that at a Project Completion all training manuals, guarantees and extra stock items are received by the District.
- 1.2.3.26 Undertaking additional related tasks as directed by the District.

End of Appendix A

## APPENDIX B

### COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall

be paid \$90.00/hour for DSA certified and approved project inspection in an amount not to exceed a fee of six hundred twelve thousand, seven hundred twenty dollars and no cents (\$612,720.00) for the Oakland High School Modernization.

**REIMBURSABLE EXPENSES:**

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

End of Appendix B

**APPENDIX C**

**PROJECT SCHEDULE:**

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:



It is anticipated that construction shall commence on January 12, 2009 and be substantially complete on December 31, 2010.

End of Appendix C

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Department of Facilities Planning & Management

**AGREEMENT REQUEST FORM**

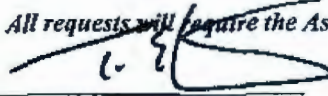

DATE SUBMITTED: 01/13/2009

SUBMITTED BY: Luigi Tinonga

**SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)**

1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input checked="" type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services-Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services	<input type="checkbox"/>	8.) Material/Purchase Order	<input type="checkbox"/>

*All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature*


1/14/09
Date

1/14/09
Date

Timothy E. White, Asst. Superintendent  
 Tadashi Nakadegawa, Facilities Director

**SECTION II. AGREEMENT INFORMATION:**

3049901810 - 6235

Project Name:	Oakland High School - Modernization	Project No:	05016
Vendor Name:	KDI Consultants, Inc.	Vendor Contact:	Ken DeCarlo
Vendor Phone Number:	(707) 333-1532	Vendor Mailing Address:	P.O. Box 1113 Benicia, CA 94510
Agreement Start & Stop Dates:	January 12, 2009 thru December 31, 2010	Agreement Not to Exceed Amount:	\$612,720.00 (includes 15% contingency)
Has Work Started?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes give an explanation: Closeout of old DSA projects.	Has Work Been Completed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date: _____
Certificate of Insurance Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Date provided: _____	

**For Construction Contracts > \$15,000, please provide or attach the following:**

- |  |  |
|--|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) <i>(Attach Bid Documents)</i> | 6) Performance Bonds Attached _____                                    |
| 2) Date(s) of Bid Advertisement _____  | 7) Payment Bonds Attached _____  |
| 3) Date of Bid Opening _____   | (Sections 6 & 7 to be completed by Contract Administration department) |
| 4) Name of Architect _____   |  |
| 5) Liquidated damages per day _____  |  |

**Scope of Work:** *(Needed to prepare Executive Summary)* Please attach separately along with Vendor's proposal. Provide inspection services and detailed reports which would include notations of any and all deficiencies and make recommendations for corrections and/or improvements per attached proposal.

**Background & Discussion Information** *(Needed to prepare Executive Summary)* Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed

To provide Inspection Services, as required for the Modernization Construction, as per direction of OUSD Director and Superintendent, to reflect programming enhancements, to implement optimal campus upgrade design, to include a new State of the Art, Two (2) - Story Classroom Building, and Upgrade of Building F (Old Shop Building), and continuing the Upgrades in the Main Building from the Mechanical Repair Project, for Roofing, Electrical, Mechanical, Plumbing, and Finishes, Etc. - {This Agreement will include Contingency Costs for these Inspection Services.}

Funding Source: General Obligation Bond Measure B

Budget Number: 3049901810



## Construction Quality Management Proposal for OAKLAND HIGH SCHOOL MODERNIZATION PROJECT

January 12, 2009

<b>1 Project Inspection Fee</b>	<b>Total</b>	<b>Estimated Project Fee</b>	<b>\$532,800</b>
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### GENERAL ASSUMPTIONS

- 660 calendar day construction schedule
- Total Project Construction is an estimated value of \$17,778,496
- Project Plans and Specifications are not DSA approved
- DSA Form SSS-103-1 Structural Tests and Inspections was provided

### BASIS OF CHARGES/TERMS AND CONDITIONS

- Duties of Consultant shall be in accordance with Sections 4-333, 4-336, 4-337 and 4-342 of the 2007 California Building Standards Administrative Code
- KDI invoices shall be submitted on a monthly basis. Payment is net 30 days. After 30 days, 1½% interest per month may be applied.
- All Project inspections shall be requested by an Inspection Request Form provided; a minimum 24 hour notice is required.
- Any non-conforming work will first be documented by a correction notice reported to the contractor, architect or engineer of record and the District.
- All reinspecting time due to non-conforming work will be documented separately and reported to the District.
- Proposal Costs exclude any test, inspection or observation required outside of the nine (9) bay area counties. Any such work shall be billed separately including all travel-related expenses.
- Project Inspection includes KDI construction quality assurance of all contractor and special inspectors' daily activities.
- Project inspection excludes all special inspection and testing as required by the 2007 California Building Code Chapter 17 and DSA SSS-103-1 Structural Tests and Inspections Form
- Project Proposal is an estimate and based on general assumptions, any additions to schedule or construction costs may be billed separately on a Time & Material Basis at a basic hourly rate of \$90.00 or by separate cost estimate.
- Premium time is excluded in this proposal. Any Premium time required will be billed separately on a time and material basis at a 4 hour minimum.
- Premium Time:
  - Over 8 hours per day or 40 hours per week and Saturdays: add 50% to basic rate
  - Sundays/Holidays (Federally recognized); over 12 hours; over 8 hours on Saturday; add 100% to basic rate
- Minimum Time: 2 hours/day per project, over 4 hours: minimum 8 hours billed.
- No work requiring inspection is to be covered prior to inspection.
- All areas of inspections and/or testing will be made completely and safely accessible to KDI inspectors or technicians by contractor or District.
- Any non-conforming work as identified by inspection and/or tests will require an approved corrective action remediation procedure prior to final acceptance by KDI.
- All testing and inspection records will be retained for a period of three (3) years after KDI issued the final verified report.
- Other services and expenses not listed within the scope herein and where such other services are requested by the client during the progress of work will be charged at cost plus 20% or by separate cost estimate.

Proposal shall be honored by KDI for 30 days from date issued, at which time fee structure may be modified or rescinded if not formally accepted.