Board Office Use: Legislative File Info.					
File ID Number	25- 2905				
Introduction Date	1-14-2026				
Enactment Number					
Enactment Date					





Memo

Board of Education To

From Denise Gail Saddler, Ed.D., Interim Superintendent

> Preston Thomas, Chief Systems & Services Officer Pranita Ranbhise, Executive Director, of Facilities

Board Meeting Date January 14, 2026

Amendment No. 1, Agreement for Inspector of Record Services for Construction – King **Subject**

Construction Inspection, Inc. – Solar Photovoltaics Phase 2 & 3 - Division of Facilities

Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, Agreement for Inspector of

> Record Services for Construction by and between the District and King Construction **Inspection, Inc., Oakland, CA**, for the latter to provide additional inspection services as the certified DSA Inspector of Record to oversee the quality of the materials and construction compliance with DSA requirements, for the Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center, as outlined in the Proposal dated November 25, 2025, attached to this Amendment as Exhibit A, in an additional total amount

> of \$26,137.54, increasing Agreement's total not-to-exceed amount from \$37,598.00 to \$63,735.54. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for additional certified DSA Inspector of Records services to oversee the

quality of materials & construction.

LBP (Local Business Participation Percentage) 100.00%

Approval by the Board of Education of Amendment No. 1, Agreement for Inspector of Recommendation

Record Services for Construction by and between the District and King Construction Inspection, Inc., Oakland, CA, to provide additional inspection services as the certified DSA Inspector of Record to oversee the quality of the materials and construction compliance with DSA requirements, for the Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center, in an additional amount of \$26,137.54,

increasing the Agreement's total not-to-exceed amount from \$37,598.00, to \$63,735.54. All

other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachments Amendment No. 1, including Exhibits

Routing Form

File ID: 25-1208



Oakland Unified School District

L/SL/RBE Verification

Calculations & Analysis Worksheet (RFQ/P)

Site: Various Sites

Project Name: Solar Voltaics Project - DSA Certified Project Inspectors

Project Number: #24155

Prime	Sub/Prime	Proposed S/LBE Status	LBP Credit Given	Proposed Contract %	Minimum LBU Requirement Met	LBU Preference Points		No	otes		
	Anthonio	n/a	SLBE	100.00%		+2 Pts	City of Oakland - S	LBE Confirmed	SLBE Credit Given		
ANTHONIO,	NTHONIO,					Provided the listed	firm performs 100% of the servi	r firm is a certified small local busin ices outlined in the RFQP for this s			
inc.					YES		meet the District's LBU Requirement.				
				400 000/			SLRBE % 0.00% SLBE % 100.00% LBE %		0.00%		
		U Participation:	100.00%		4 Pts	This firm meet	is the minimum OUSD L	.BU requirements.			
King	KCI Inc.	SLBE	SLBE	100.00%		+2 Pts	OUSD - SLBE	Confirmed	SLBE Credit Given		
Construction									3.5 3.5 3.5 3.5 3.5 3.5 3.5 3.5 3.5 3.5		
Inspection Inc.					YES			Brooks (MASATES)			
		Total Proposed LB	U Participation:	100.00%			SLRBE %	0.00% SLBE %	100.00% LBE %	0.00%	
iotar, ropode 250 i disorpatoni				10010070		4 Pts	This firm meet	ts the minimum OUSD L	.BU requirements.		
	KDI	SLRBE	SLRBE	100.00%		+3 Pts	OUSD - SLRBE	Confirmed	SLRBE Credit Given		
The KDI Group, Inc							LBU Worksheet incomplete/not provided; However firm is a certified small local business Provided the listed firm performs 100% of the services outlined in the RFQP for this scop				
				J	YES		meet the District's I	LBU Requirement.			
		Total Proposed LB	I Participation:	100.00%			SLRBE %	100.00% SLBE %	0.00% LBE %	0.00%	
		Total Floposed LB	o ratucipation.	100.00 /8		5 Pts	This firm meets the minimum OUSD LBU requirements.				
	TYR Inc.	n/a	n/a	0.00%			No LBU Certification	n/Participation Information Prov	rided		
TYR Inc.						je o o o y					
					NO						
		Total Proposed I R	I Participation:	0.00%			SLRBE % 0.00% SLBE % 0.00% LBE % 0.000		0.00%		
Total Proposed LBU Participation:				0.00%		0 Pts	This firm does	not meet the minimum	OUSD LBU requirements		

LBU	Justi	ficat	io

Full LBU Requirement: The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize to 25% LBE participation.
LBU Modification - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
LBU Reduction - Based on the availability analysis, the LBU Requirement may be met with a modified 25% Cumulative Local Business Participation - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.
Complete LBU Walver - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

Non Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

ANTHONIO, INC

King Construction Inspection, Inc.

The KDI Group, Inc.

TYR Inc.





AMENDMENT NO. 1

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District and King Construction Inspector, Inc. ("Contractor") to amend the Inspector of Record Services Agreement between the District and the Contractor dated June 26, 2025 ("Agreement"), for the Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1.	Services:	□ TI	ne scope of work is <u>unchanged</u> .	X The scope of work h	as <u>changed</u> .
			ed: Provide brief description of revised roducts, and/or reports; attach additional		ion of expected final results, such
	Inspec	tor of Record to o	all provide the following amended service versee the quality of the materials and co er 25, 2025, which is attached to this Am	onstruction compliance with DS	
2.	Terms (du	ration): X Th	e term of the contract is <u>unchanged</u> .	☐ The term of the conti	act has <u>changed</u> .
	If term	n is changed:	The contract term is extended by		·
3.	Compens	ation:	ne contract price is <u>unchanged</u> .	X The contract price has	s <u>changed.</u>
	If the	compensation	is changed: The not to exceed con	tract price is	
		X Increased	by: Twenty-Six Thousand One Hu	ndred Thirty-Seven Dollars	<u> 54/100 (\$26,137.54).</u>
		Decrease	d by dollars and ։	no/100 (\$).	
	Prior t	o this amendme	ent, the not-to-exceed total contract p	orice was <u>Thirty-Seven Tho</u>	usand Five Hundred Ninety-
			100 (\$37,598.00), and after this ame		tal contract price will be: Sixty-
	<u>Tr</u>	ree Thousand	Seven Hundred Thirty-Five Dollar	<u>s 54/100 (\$63,735.54).</u>	
4.	Amendme	ent History:			
		-	us amendments to this Agreement.	☐ This contract has previously	been amended as follows:
	No	Data	Conoral Description of De	accon for Amondment	Amount of
	No.	Date	General Description of Re	ason for Amendment	Increase (Decrease)
					•

- 5. No Further Modifications. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
- 6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
- 7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
- 8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

Rev. 04.10.2025			
	Contract No.	P.O. No.	

Amendment to Page 2 of 3

OAKLAND UNIFIED SCHOOL DISTRICT	CONTRACTOR: King Construction Inspection, Inc Digitally signed by Edward King Date: 2025.12.03 17:53:42 -08'00'			
Jennifer Brouhard, President, Board of Education	Date	Contractor Signature	Date	
		Print Name, Title		
Denise Gail, Ed.D., Interim Superintendent and Secretary, Board of Education	Date			
Preston Thomas (Dec 11, 2025 08:59:07 PST)	Dec 11, 2025			
Preston Thomas, Chief Systems & Services Officer	Date			
Approval as to form:				
James Traber	12/5/2025			
James Traber, Esq.	Date			
Facilities Counsel				

Amendment to Page 3 of 3

EXHIBIT "A" Scope of Work for Amendment

Contractor Name: King Construction Inspection, Inc.

- 1. Detailed Description of Services to be provided: To provide additional inspection services as the certified DSA Inspector of Record to oversee the quality of the materials and construction compliance with DSA requirements, as outlined in the Proposal dated November 25, 2025, which is attached to this Amendment as Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district



Amendment #1

November 25, 2025

Oakland Unified School District Attn: Jean-Luc Keita 955 High Street Oakland, CA 94601

RF:

Solar Photovoltaics Phase 2 & 3 - Various Locations: Horace Mann ES,

Oakland Academy of Knowledge, Madison Park Academy,

Stonehurst ES & Laurel CDC

Amendment #1 for extension of inspection services, an additional 13 weeks

through projection completion

Hi Jean-Luc,

Please note that KCI is sending this Amendment proposal for an additional inspection services beyond the original project schedule. The schedule shows the project may continue until middle of February 2026. In the original contract, it states that if the construction schedule extends beyond the original schedule.

I am proposing an additional 13 weeks of inspection services through project completion. John Opacic is available and he will continue to do the inspections.

Proposal: $$2,010.58 \times 13 \text{ weeks} = $26,137.54.$

Thank you and if you have any questions or concerns, please feel free to contact me and it is pleasure to work with you and the OUSD team.

King Construction Inspection, Inc.

Ell by

Edward King President



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information							
Project Name	Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center	Site	136;169;215 ;177;131				
	Basic Directions						
Services can	not be provided until the contract is awarded by the Board <u>or</u> is entered by the Supe authority delegated by the Board.	erintenden	t pursuant to				
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						

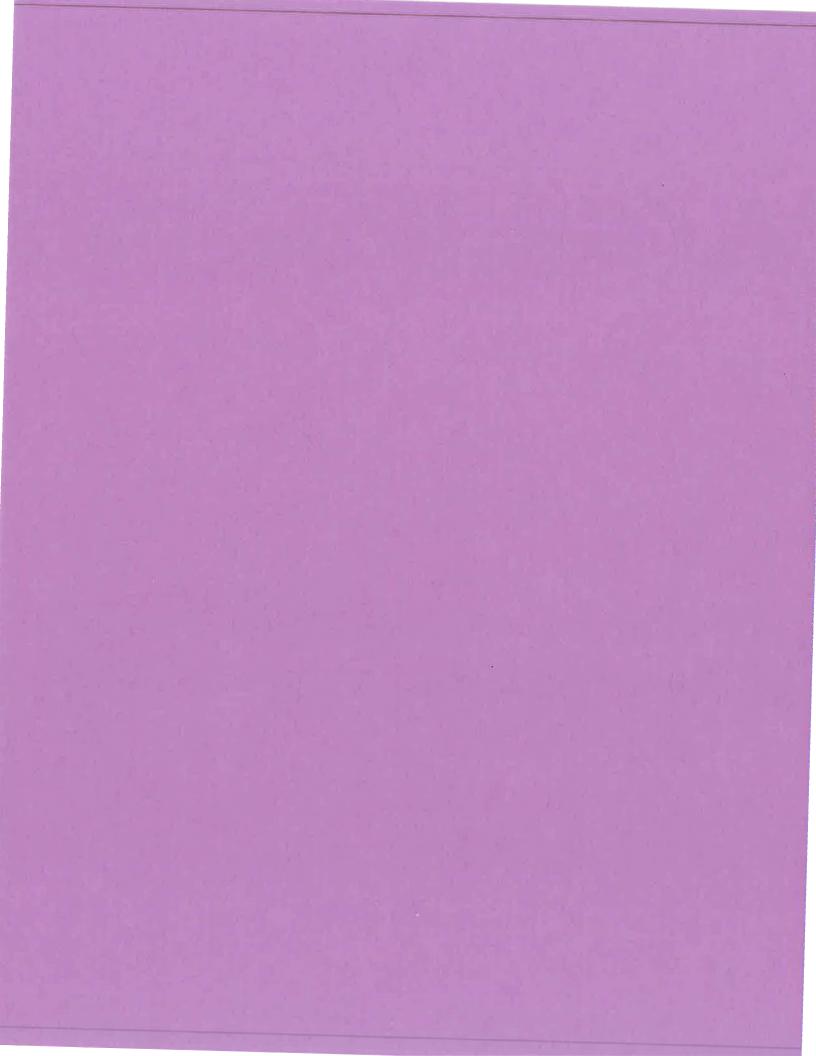
Contractor Information									
Contractor Name	me King Construction Inspection, Inc. Agency's Contact Edward King								
OUSD Vendor ID#		Title Manager							
Street Address	5463 Kales Avenue	City	Oak	kland	State	CA	Zip	94618	
Telephone	510-333-6521	Policy Expires	3						
Contractor History	Previously been an OUSD contractor? ⊠ Yes □ No Worked as an O				an OUS	D empl	loyee? [∃Yes ⊠No	
OUSD Project #	24155								

Term of Original/Amended Contract							
Date Work	Will Begin (i.e., e of contract)	05-29-2025	To the conduction contracte, enter planned completion date		04-30-2026		
New Date of Contract End (If Any) Compensation/Revised Compensation							
If New Contract, Total				\$			
Pay Rate I	Per Hour (If Hourly)	\$	\$ If Amendment, Change in Price			\$26,137.54	
Other Exp	enses			Requisition Number			
If you	Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.						
Resource #	Funding Source			Org Key	Object Code	Amount	
9655/9000	Fund 21/ Msr. Y	210-9655-0-9	210-9655-0-9000-8500-6235-136-9180-9906-9999-24155		6235	\$26,137.54	
		210-9655-0-9	210-9655-0-9000-8500-6235-169-9180-9906-9999-24155				
		210-9655-0-9	000-8500-0	6235-215-9180-9906-9999-24155			
		210-9655-0-9	000-8500-	623 5-177-9180-9906-9999-24155			

	Approval and Routing (in order of approval steps)							
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.								
	Division Head	Phone	510-535-7038	Fax	510-535-7082			
1.	Executive Director of Facilities							
	Signature Sele Nadel-Hayes Sele Nadel-Hayes (Dec 11, 2025 17:12:08 PST)		Date Approved	Dec 11, 20	25			
	Counsel, Facilities							
2.	Signature James Traber		Date Approved	12/5/2025	;			
	Chief Systems and Services Officer							
3.	Signature Preston Thomas (Dec 11, 2025 08:59:07 PST)		Date Approved	Dec 11, 20	25			
	Chief Financial Officer							

210-9655-0-9000-8500-6235-131-9180-9906-9999-24155

4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	



Board Office Use: Le	gislative File Info.
File ID Number	25-1208
Introduction Date	05-28-2025
Enactment Number	25-0860
Enactment Date	5/28/2025 os





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems and Services Officer

Kenya Chatman, Executive Director

Board Meeting Date May 28, 2025

Subject Agreement for Inspector of Record Services for Construction—King Construction

Inspection, Inc. - Solar Photovoltaics Phase 2 & 3-Division of Facilities Planning and

Management

Action Requested Approval by the Board of Education of Agreement for Inspection of Record Services

for Construction by and between the District and King Construction Inspection, Inc., Oakland, CA, for the latter to provide Inspector of Record Services for the Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center, in the not-to-exceed amount of \$37,598.00, which includes a contingency fee in the amount of \$3,418.00, with work scheduled to commence on May 29, 2025, and scheduled to last until April 30, 2026, pursuant to

the Agreement.

Discussion Consultant was 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 seg).

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Agreement for Inspection of Record Services

for Construction by and between the District and King Construction Inspection, Inc., Oakland, CA, for the latter to provide Inspector of Record Services for the Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center, in the not-to-exceed amount of \$37,598.00, which includes a contingency fee in the amount of \$3,418.00, with work scheduled to commence on May 29, 2025, and scheduled to last until April 30, 2026, 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>25-1208</u>	
Department:	Facilities Planning and Manageme	<u>ent</u>
Vendor Name:	King Construction Inspection, Inc.	Project No.: <u>24155</u>
Project Name:	Solar Photovoltaics Phase 2 & 3	
Contract Term:	Intended Start: <u>05-29-2025</u>	Intended End: <u>04-30-2026</u>
Total Cost Over Co	ontract Term: \$ <u>37,598.00</u>	
Approved by: Pro	eston Thomas	
Is Vendor a local C	Oakland Business or has it met the requ	irements of the
Local Business Pol	icy? ☑ Yes (No if Unchecked)	
How was this conti	cactor or vendor selected?	
	selected through the RFP selection proce	ss (Government Code 884529 10 et sea)
The consumant was	service unough the 14.1 services proce	so (so verimient seeds 33 1525116 et seep).
Provide Inspector	of Knowledge, Madison Park Academy,	dor will be providing. taics Phase 2 & 3 at Horace Mann Elementary School, Stonehurst Elementary School, and Laurel Child
		for "Yes" (If "No," leave box unchecked)
	r the following questions:	
1) How did you determ	mine the price is competitive?	
	cted (a) based on demonstrated competence and itive RFP selection process (Government Cod	nd professional qualifications (Government Code §4526), and (b) le §§4529.10 et seq).

2) Please check the competitive bidding exception relied upon: **Construction Contract:** ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19) ☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable ☐ Emergency contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable □ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable ☐ Completion contract – contact legal counsel to discuss if applicable ☐ Lease-leaseback contract RFP process – contact legal counsel to discuss if applicable ☐ Design-build contract RFQ/RFP process – contact legal counsel to discuss if applicable ☐ Energy service contract – contact legal counsel to discuss if applicable □ Other: _____ – contact legal counsel to discuss if applicable Consultant Contract: ☐ Architect 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) 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.) ☐ 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 \$109,300 or less (as of 1/1/23) □ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable

Purchasing Contract:

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

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – contact legal counsel to discuss if applicable

- 3) Explain in detail the facts that support the applicability of the exception marked above:
 - Consultant was 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).

This Agreement for construction contract inspection services ("Agreement") is made and entered effective May 29, 2025, 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 the Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center ("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 shall perform all Basic Services required by this Agreement, even if no more compensation is possible due total compensation having reached the not-to-exceed amount. 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.

Inspector shall provide services related to the Project other than Basic Services (i.e., "Additional Services") if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see *Exhibit A*). Additional Services shall be performed in a professional and competent manner and in accordance with the terms of this Agreement.

"Services" shall mean Basic and Additional Services. Inspector agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Inspector under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by inspector of record consultants specially qualified to provide the services required by the District.

{SR801410}

- 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 April 30, 2026, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in Exhibit A for Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector's original signature on all copies. Inspector's failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Services.
- 3. **DSA Approval**. Inspector acknowledges that District is required to obtain the approval of DSA prior to using Inspector's services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.
- 4. **Duties and Conduct of the Inspector**. As its Basic Services, 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.

(SR801410)

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the District and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
 - g. Assist the District and the Architect in the final inspection and project acceptance phase.
- h. Perform all duties within Inspector's expertise requested to be performed by District and as defined in the California Education Code, California Building Code, Title 24, and the California Code of Regulations, Title 21.
- i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.
- j. Maintain an effective working relationship with the Contractor, District personnel and Architect.
- k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents.
- I. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.
- m. Attempt to anticipate the Contractor's problems and review with the District anticipated schedules and work involved prior to the commencement of a new trade on the job.
 - n. Attempt to foresee the need for all required tests and inspections.
- o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.
- r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.

- s. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- t. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition.
- u. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.
 - v. Upon District's request, comply with any fingerprinting or related requirement.
- w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents before signing off any block or section of a DSA inspection card, (c) notifying DSA when work proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.
- x. Inspector shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Inspector's performance of or failure to perform its duties under this Agreement.
- 5. **Restrictions on the Inspector's Authority**. In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector shall not:
 - a. Authorize deviations from the Contract Documents;
 - b. Avoid conducting any required tests;
 - c. Enter the area of responsibility of the Contractor's field superintendent;
 - d. Expedite the job for the Contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
 - f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to (SR801410)

Agreement for Inspection of Record Services for Construction-King Construction Inspection, Inc. – Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center - \$37,598.00

final acceptance of the Project;

- h. Interfere in Contractor/Subcontractor relationships.
- 6. Independent Contractor Status. Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, all contractors, and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Inspector which does not otherwise exist.
- 7. Indemnity. Inspector shall indemnify, defend, and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Inspector's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.
- 8. Taxes. Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the appropriate State and Federal tax authorities as required.
- 9. **Insurance.** The Inspector shall purchase and maintain insurance that will protect the Inspector from the claims set forth below that may arise out of or result from the Inspector's performance of services or failure to perform services required by this Agreement:
- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
 - c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person;
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or

{SR801410}

1

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: \$1,000,000 Each Occurrence \$2,000,000 Aggregate Property Damage: \$1,000,000 Each Occurrence \$2,000,000 Aggregate

Comprehensive Automobile Liability

\$1,000,000 Each Occurrence

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000).

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:

{SR801410}

Inspector:	District:
Edward King	Preston Thomas
King Construction Inspection, Inc.	OUSD
5463 Kales Avenue	955 High Street
Oakland, CA 94618	Oakland, CA 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

(SR801410) 7

Agreement for Inspection of Record Services for Construction- King Construction Inspection, Inc. – Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center - \$37,598.00

Inspector and the District and their respective successors and assigns.

- 23. Attorneys' Fees. If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.
- 24. **Mediation**. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties 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. Fingerprinting and Criminal Background Check Certification. Inspector shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Inspector shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit B*).

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

- 26. Forms. Prior to performing any Services, Inspector shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Inspector shall use the District's versions of these forms, which the District shall make available upon request.
- 27. Sanctions in Response to Russian Aggression. The District is using State of California funds for this Contract, and therefore Inspector must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

Oakland Unified School District

James Traber, Esq.

Counsel, OUSD

5/29/2025 Jennifer Brouhard, President, Date Board of Education 5/29/2025 Hyperchance Kyla Johnson-Trammell, Superintendent Date & Secretary of the Board of Education 05/02/2025 Date Officer

04/30/2025

Date

King Construction Inspection, Inc. Print Name, Title

Date 5/1/2025

EXHIBIT A Payments

For Basic Services, Inspector's total compensation shall not exceed Thirty-Four Thousand One Hundred Eighty Dollars (\$34,180.00), which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its April 3, 2025, fee estimate. Inspector acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

For Additional Services, Inspector's total contingency compensation shall not exceed Three Thousand Four Hundred Eighteen Dollars (\$3,418.00).

The total price under this Agreement for Basic and Additional Services shall not exceed **Thirty-Seven Thousand Five Hundred Ninety-Eight Dollars (\$37,598.00)**. Inspector will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.

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Various Sites Solar Photovoltaics Project

- 4. Stonehurst Located at 10315 E Street, Stonehurst is an elementary school that is on a 8.2 acre site.
- 5. Laurel CDC Located at 3825 California Street, Laurel CDC is a recently completed new building (DSA application #01-119822).

C. PROJECT DESCRIPTION

- 1. Horace Mann Work consists of installing (2) photovoltaic (PV) solar power arrays over an existing sport court (Per DSA IR 118-9 Item 48 "Unrestricted access, no change in use"). Solar power system consists of equipment, lighting, PV monitoring, and metering communications and power interconnect to the utility grid.
- 2. Oakland Academy of Knowledge Work consists of installing (1) photovoltaic (PV) solar power arrays over an existing sport court (Per DSA IR 11B-9 Item 4B "Unrestricted access, no change in use"). Solar power system consists of equipment, lighting, PV monitoring, and metering communications and power interconnect to the utility grid.
- Madison Park Academy Work consists of installing (3) photovoltaic (PV) solar power arrays over an existing hard court (Per DSA IR 11B-9 Item 4B "Unrestricted access, no change in use"). Solar power system consists of equipment, lighting, PV monitoring, and metering communications and power interconnect to the utility grid.
- 4. Stonehurst Work consists of installing (3) photovoltaic (PV) solar power arrays over an existing field (Per DSA IR 118-9 Item 4B "Unrestricted access, no change in use"). Solar power system consists of equipment, lighting, PV monitoring, and metering communications and power interconnect to the utility grid.
- 5. Laurel CDC Project consists of installing seven (7) arrays of new rooftop solar photovoltaic modules, consisting of (156) modules total, at one (1) existing childhood development center building.

This cost proposal is based on the following:

- 1. Above noted construction timeline duration of July 22, 2025 to November 14, 2025.
- 2. Estimated Construction cost of \$3,491.129.
- 3. Review of the provided DSA Drawings/Specs and DSA 103's for the above noted five OUSD schools.
- 4. Assuming shop fabrication will be covered by the testing agency with oversite by the IOR.

We estimate the following:

- 1. Concrete piers for 4 of the sites will be poured in four 8-hour days. We assume the Contractor will be using one crew for this work.
- 2. 16 hours for oversite of the Testing Lab during shop fab from June 26 to August 5th, 2025
- 3. The remaining 16 weeks of work will be covered with 12 hours per week of inspections to cover the 5 project sites.



DSA-CERTIFIED INSPECTOR OF RECORD SERVICES

Various Sites Solar Photovoltaics Project

8 hrs. mob/demob 8 hrs. @ \$135/hr.	=	\$ 1,080.00				
32 hrs. for concrete pours & 16 hrs. of shop fab oversite \$135/hr. =						
16 weeks @ 12 hrs. each = 192 hrs. x \$135/hr. =						
PM Oversite of 4 hrs. @ \$175/hr.						
Total cost		\$34,180.00				
10% Contingency Fee, if approved by the District		\$ 3,418.00				
Total Contract Request for Various OUSD Solar projects		\$37,598.00				

KCI's current plan is to use John Opacic as KCI's inspector on the project. I do not see him needing assistance, but if needed for any reason, one of KCI's Class 2 Inspector's like Winnifred Solis or Nemanja Vorkapic, are working in the area, and can be made available.

KCI's Lump Sum billing will be divided into 4 separate months at \$8,527,00/month (this does not include the contingency). Please note that if the Construction Schedule is extended beyond OUSD's 4-month project schedule, KCI may need to request a Change Order in the amount of \$2,010.58/week for each week-that the project is extended. The Contingency Fee could also be used for this purpose.

Various Sites Solar Photovoltaics Project

2.4) PROFESSIONAL FEES

Billing Rates

DSA Class 1 Inspector	\$135.00 / hour
DSA Class 2 Inspector	\$130.00 / hour
DSA Class 3 Inspector	\$125.00 / hour
Project Manager	\$175.00 / hour
Clerical/Administrative	\$ 68.00 / hour

- KCI's services are provided on a 4-hour minimum basis for part-time work, including project reporting time and travel.
- Overtime and weekend work (if needed) is billed at a multiplier of 1.36.
- The rates quoted are good until December 31, 2025, 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 OUSD Various Sites Solar Photovoltaics Project is based on the following RFQ information:

A. TENTATIVE PROJECT SCHEDULES AND ESTIMATED COSTS:

Estimated Project Schedule:

Construction Starts: July 22, 2025

Shop Fabrication: June 26 to August 5, 2025

Completion: November 14, 2025

Regulatory Agency Reviews and Approvals:

- 1. Horace Mann Elementary School: DSA #01-120962 (9/28/23), PTN 61259-435
- 2. Oakland Academy of Knowledge: DSA #01-120963 (8/23/23), PTN 61259-433
- 3. Madison Park Academy: DSA #01-120964 (10/2/23), PTN 61259-432
- 4. Stonehurst: DSA #01-120966 (8/23/23), PTN 61259-423
- 5. Laurel CDC: DSA #01-121090 (3/13/24), PTN 61259-452
- Estimated Cost: \$3,491,129
- 7. DSA Submittal Status: Complete
- 8. DSA Required Review Services: Access Compliance, Structural Safety, Fire & Life Safety, Field Review

B. EXISTING SITE DESCRIPTION

- 1. Horace Mann Located at 5222 Ygnacio Ave., Horace Mann is an elementary school that is on a 2.6 acre site.
- 2. Oakland Academy of Knowledge (OAK) Located at 8755 Fontaine Street, OAK is an elementary school that is on a 6.64 acre site.
- Madison Park Academy Located at 400 Capistrano Drive, Madison Park Academy is a 6-12 campus that is on a 14.4 acre site.



EXHIBIT B

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET

(Education Code Section 45125.1)

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

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

(Education Code §45125.1(h).)

I, as President of _King Construction Inspection, Inc., have read the foregoing and agree that _King Construction Inspection, Inc. will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _5/1/2025	
Name: _Edward King	
Signature: £	
Title: President	

ATTACHMENT A

Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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

Entity Name: King Construction Inspection, Inc. Date of Entity's Contract with District:

_May 29, 2025. Scope of Entity's Contract with District:
_IOR Services

I, Edward King, am the President for King Construction Inspection, Inc. ("Entity"), which entered a contract on May 29, 2025, with the District for Solar Votaics Phase 2&3.

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

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

Date: 5/1/2025

Department of Facilities Planning and Management





Memorandum:

Date: Jan 30, 2025

To: Kenya Chatman, Colland Jang

CC: David Colbert, Pranita Ranbhise, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott,

Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Recommendation - District Wide (Scope Specific) - DSA Certified Project Inspector Services

Greetings Ms. Chatman and Mr. Jang,

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

Scope: DSA Project Inspector Services

Analysis:

An availability analysis has been conducted for NAICS Code: 541350 - Building Inspection Services, with DSA Certified designation, to determine the availability of certified firms to meet local business utilization on projects. Upon investigation and outreach, at least three confirmed, certified, and interested Oakland-based firms were identified as eligible to meet the District's local business requirements. Based on the current, however limited availability of small and local firms, it is our recommendation that the 50% LBU Requirement be reduced to 25% - inclusive of SLBE and/or LBE participation.

LBU Recommendation:

LBU Modification - Reduced Requirement -

For this above referenced scope, the LBU Requirement may be met with a modified **25% Cumulative Local Business Participation** - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.

If you have any questions, please feel free to contact me at any time.

Sincerely, Tiffany Knuckles



Oakland Unified School District

L/SL/RBE Verification

Calculations & Analysis Worksheet (RFQ/P)

Project Name: Solar Voltaics Project - DSA Certified Project Inspectors Project Number: #24155

Site: Various Sites

	SatuPrime	S/LBE Status	Given	Proposed Contract %	Requirement	Preference Points		•	Notes	
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				W 00-001		4 Pts	This firm meets	OSDO muminim ex	This firm meets the minimum OUSD LBU requirements.	
King	KCI Inc.	SLBE	SLBE	100.00%		+2 Pts	OUSD - SLIRE	Confirmed	SLBE Credit Given	
Construction										
mepaction inc.					YES					
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Group, Inc					ļ		LBU Worksheek Incomp Provided the lighed firms	internot provided; Howev Destorms 100% of the sea	1.80 Worksheet Incomplete/rot provided; Novervar firm is a certified armal total business (SUBE). Provided the listed this performs 100% of the services extinged in the ROOP for the errors for a ser-	uninnes (SLBE).
					i i		meet the Districts LBU Requirement.	Requirement.		
		Total Proposed Bill Participation:	Participation:	400 00%			SLRBE %	100.00% SLBE %	0.00% LBE %	0.00%
				100.00		5 Pts	This firm meets ti	OSDO manufacture OUSD	This firm meets the minimum OUSD LBU requirements.	
						ĺ				
	TYR Inc.	n/a	rva a	0.00%			No LBU CertificationPy	No LBU Cerelication/Participation Information Provided	payya	
TYR Inc.										
					ç					
					2					
		Total Proposed LBU Participation:	Participation:	7,000			SLRBE %	0.00% SLBE %	0.00% LBE %	9,00%
				2		o Pes	This first does no	t most the minimus	This form does not meet the minimum Of 50 1 Rt I manipum ent	l

LBU Justification

- Fold LBU Requirement: The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBESLRBE or more requirement and can utilize up to 25% LBE participation.
- LBU Modification Based on the evolability analysis conducted for this specific RFPIQ, the District is waiving the entire 25% SLBE/SLRBE majurement. The minimum local business utilization requirement of 50% is applicable for this RFPIQ and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
- LBU Reduction Based on the availability analysis, the LBU Requirement may be met with a modified 25% Camulative Local Business Participation inclusive of Smail Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.

 Complete LBU Walver The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBESLRBE or LBE requirement for this contract.

Responsive: Based on the LBU Participation Wortsheet, the Compilance Team finds the following firms responsive and eligible for contract award:

Non Responsive: Based on the LBU Perticipation Worlscheet, the Compliance Team finds the following firms nonseponeive and insligible for contact event.

TYR Inc.

King Construction inspection, inc. The KDI Group, inc. ANTHONGO, INC.

Approvat - LBU Compli

Propared by 380 Total Concept LBU Calculations - Verious Sites - DSA Cartified Project Inspecture - [04.2025] Professional Services



SUMMANR



DATE (MM/DD/YYYY) 4/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

tl	nis c	BROGATION IS WAIVED, subje- ertificate does not confer rights t				ıch endo	rsement(s).		require an endorseme	ent. A s	statement on
		ER License # 0E67768				CONTACT Margarite Leon					
IOA Insurance Services						PHONE (A/C, No, Ext): (925) 918-4524			FAX (A/C, No	o):	
3875 Hopyard Road Suite 200						E-MAIL ADDRESS	Margarite	e.Leon@io	ausa.com	-,-	
Pleasanton, CA 94588						ADDICEGO			RDING COVERAGE		NAIC #
					INCLIDED		urance Con			13056	
INSURED									Insurance Company	,	29424
	, KLD								urance Company		29599
		KCI, Inc. 5463 Kales Avenue					_	ecially ilist	arance Company		29399
		Oakland, CA 94618				INSURER					
						INSURER					
						INSURER	F:				
CO	VER	RAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
IN C	IDIC/ ERTI	IS TO CERTIFY THAT THE POLICII ATED. NOTWITHSTANDING ANY R IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	PER POLIC	REMI TAIN, CIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	N OF AN' DED BY ⁻ BEEN RE	Y CONTRAC THE POLICI DUCED BY F	CT OR OTHER ES DESCRIB PAID CLAIMS.	R DOCUMENT WITH RES ED HEREIN IS SUBJECT	PECT TO	WHICH THIS
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	I (N	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIN	NITS	
Α	Х	COMMERCIAL GENERAL LIABILITY						·	EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR			PSB0011449	.	1/25/2025	1/25/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
									MED EXP (Any one person)	\$	10,000
									PERSONAL & ADV INJURY	\$	2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO-							PRODUCTS - COMP/OP AG		4,000,000
Α	l	OTHER:							COMBINED SINGLE LIMIT	\$	2,000,000
^	AU	TOMOBILE LIABILITY			DODO044440		4/05/0005	4/05/0000	(Ea accident)	\$	2,000,000
		ANY AUTO			PSB0011449	'	1/25/2025	1/25/2026	BODILY INJURY (Per person	\$	
		OWNED SCHEDULED AUTOS							BODILY INJURY (Per accider	nt) \$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										\$	
		UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
		DED RETENTION \$								\$	
В	WOF	RKERS COMPENSATION DEMPLOYERS' LIABILITY							X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE			57WEGAZ4XN5	1	8/10/2024	8/10/2025	E.L. EACH ACCIDENT	\$	1,000,000
	OFF	ICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOY		1,000,000
	If ve	s, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI		1,000,000
С		ofessional Liab.			USS2434986		9/1/2024	9/1/2025	Per Claim	Ι Φ	1,000,000
С	Pro	ofessional Liab.			USS2434986		9/1/2024	9/1/2025	Aggregate		2.000.000
								0	199.094.0		_,,,,,,,,,
RE; All d Gen requ	Roof pera eral iired	TION OF OPERATIONS / LOCATIONS / VEHIC f Replacement Project at Highland ations of the Named Insured, includ Liability: CERTIFICATE HOLDER is by written contract. s Compensation: Waiver of Subroga	Child ling the inclu	Deve ne afo ided	elopment Center orementioned project. as Additional Insured on P	rimary &	Non-Contri	butory basis	with Waiver of Subrog	ation inc	cluded, as
CF	RTIF	FICATE HOLDER				CANCE	LLATION				
						SHOUI THE	LD ANY OF T	N DATE TH	ESCRIBED POLICIES BE IEREOF, NOTICE WILL CY PROVISIONS.		

Oakland, CA 94601 ACORD 25 (2016/03)

955 High Street

Oakland Unified School District

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AUTHORIZED REPRESENTATIVE

Policy Number: PSB0011449

Named Insured: King Construction Inspection, Inc.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY,

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

- 1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - **a.** In the performance of your ongoing operations;
 - **b.** In connection with premises owned by or rented to you; or
 - **c.** In connection with "your work" and included within the "product-completed operations hazard".
- **2.** The insurance provided to the additional insured by this endorsement is limited as follows:
 - **a.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - **b.** This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
- 3. The following is added to SECTION III H.2. Other Insurance COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- **a.** The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- **b.** The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
- 4. The following is added to SECTION III K. 2.
 Transfer of Rights of Recovery Against Others to
 Us COMMON POLICY CONDITIONS (BUT
 APPLICABLE TO ONLY TO SECTION II LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PPB 304 02 12 Page 1 of 1

Policy Number: PSB0011449 RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY,

RLIPack® FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. First Aid And Good Samaritan Services
- **B.** Supplementary Payments
- C. Reasonable Force Bodily Injury Or Property Damage
- D. Non-Owned Watercraft
- E. Canoes Or Rowboats
- F. Damage To Premises Rented To You
- G. Aircraft Chartered With Crew
- H. Electronic Data Liability
- I. Who Is An Insured Newly Acquired Or Formed Organizations
- J. Who Is An Insured Unnamed Partnership Or Joint Venture
- K. Additional Insured Owner, Manager Or Lessor Of Premises Or Leased Equipment
- L. Additional Insured State Or Political Subdivisions Permits Related To Premises Or Operations
- M. General Aggregate Limit Per Project Or Per Location
- N. Knowledge And Notice Of Occurrence Or Offense
- O. Amended Bodily Injury Definition
- P. Amended Insured Contract Definition Construction Or Demolition Operations Within 50' Of Railroad
- Q. Amended Personal And Advertising Injury Definition Electronic Material
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

PPB 316 11 13 Page 1 of 7



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Name Solar Photovoltaics Phase 2 & 3 at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary 5;177;13								
Basic Directions								
be provided until the contract is awarded by the Board <u>or</u> is entered by the Supe authority delegated by the Board.	rintenden	it pursuant to						
of of general liability insurance, including certificates and endorsements, if contract is deleted compensation insurance certification, unless vendor is a sole provider	over \$15,00	00						
	cademy of Knowledge, Madison Park Academy, Stonehurst Elementary chool, and Laurel Child Development Center Basic Directions be provided until the contract is awarded by the Board or is entered by the Superauthority delegated by the Board. of of general liability insurance, including certificates and endorsements, if contract is of	cademy of Knowledge, Madison Park Academy, Stonehurst Elementary chool, and Laurel Child Development Center Basic Directions be provided until the contract is awarded by the Board or is entered by the Superintender authority delegated by the Board. of of general liability insurance, including certificates and endorsements, if contract is over \$15,00						

Contractor Information								
Contractor Name	King Construction Inspection, Inc.	Agency's Contact		Edward King				
OUSD Vendor ID #		Title	Manag					
Street Address	5463 Kales Avenue	City	Oak	land	State	CA	Zip	94618
Telephone	510-333-6521	Policy Expires	3					
Contractor History	Previously been an OUSD contractor? ⊠ Yes □ No			Worked as an OUSD employee? □Yes ⊠No				
OUSD Project #	24155							

Term of Original/Amended Contract							
Date Work effective date	Will Begin (i.e., of contract)	05-29-2025	101 Contain Contraction Contractor, Chief Plannica Completion dat		04-30-2026		
			New Date of Contract End (If Any)				
Compensation/Revised Compensation							
If New Contract, Total Contract Price (Not T Exceed)		ontract Price (Not To	\$37,598.00				
Pay Rate Per Hour (If Hourly) \$ If Amendment, Change in Price			in Price	\$			
Other Expenses		Requisition Number					
Budget Information							
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.							
Resource #	Funding Source	Org Key		Object Code	Amount		
9655/9000	Fund 21/ Msr. Y	210-9655-0-9000-8500-6235-136-9180-9906-9999		9 6235	\$37,598.00		
		210-9655-0-9000-8500-6235-169-9180-9906-9999					
	210-9655-0-9000-8500-6235-215-9180-9906-9999						

Approval and Routing (in order of approval steps)							
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.							
	Division Head	Phone	510-535-7038	Fax	510-535-7082		
1.	Executive Director of Facilities						
	Signature Kenya Chatman (May 2, 2025 10:14 PDT)		Date Approved	05/01/2025			
	Counsel, Facilities Planning and Management						
2.	Signature James Traber		Date Approved	04/30/2025			
	Chief Systems and Services Officer						
3.	Signature Power		Date Approved	05/02/202	5		
	Chief Financial Officer						

210-9655-0-9000-8500-623 5-177-9180-9906-9999 210-9655-0-9000-8500-6235-131-9180-9906-9999

4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	