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Memo

To Board of Education

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

Board Meeting Date April 12, 2023

Subject Amendment No. 1 Agreement for Inspection of Record Services for Construction – KDI Group, Inc. - Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project - additional "Group 2" per the RFP process, including Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Agreement for Inspection of Record Services for Construction by and between the **District and KDI Group, Inc.**, Oakland, California, for the latter to provide additional Division of the State Architect (DSA) Inspector of Record (IOR) for the (DSA) scope of work or services as specifically detained in the Project Plans DSA Application #01-120636, #01-120638, #01-12063, to add four additional sites named "Group 2" per the RFP process, namely **Martin Luther King, Jr. Elementary School (\$12,252.25), The Center at Foster Elementary School (\$12,267.25), Hoover Elementary School (\$11,017.25), and Frick United Academy of Language (\$13,217.25) Solar Initiative Various Sites Project** for an additional not-to-exceed total amount of **\$48,754.00, which includes \$45,285.00** for Basic Services and an additional not-to-exceed amount of **\$3,469.00** for additional services, increasing the Agreement’s amount from **\$46,800.00 to \$95,554.00**, extending the term of Agreement from **August 31, 2023 to October 31, 2023, (an additional 61 calendar days)**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for Agreement for Inspection of Record Services for Construction to add additional sites named "Group 2" per the RFP process, including Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project .

LBP (Local Business Participation Percentage) 100.00%

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

services as specifically detailed in the Project Plans DSA Application #01-120636, #01-120638, #01-12063, to add four additional sites named "Group 2" per the RFP process, namely **Martin Luther King, Jr. Elementary School (\$12,252.25)**, **The Center at Foster Elementary School (\$12,267.25)**, **Hoover Elementary School (\$11,017.25)**, and **Frick United Academy of Language (\$13,217.25) Solar Initiative Various Sites Project** an additional not-to-exceed total amount of **\$45,285.00** for Basic Services and an additional not to-exceed amount of **\$3,469.00** for additional services, increasing the Agreement's amount from **\$46,800.00 to \$95,554.00**, extending the term of Agreement from **August 31, 2023 to October 31, 2023, (an additional 61 calendar days)**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fiscal Impact

Fund 21 Building Funds, Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID 23-0064

AMENDMENT NO. 1

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and **KDI Group, Inc.** OUSD entered into an agreement with CONTRACTOR for services effective on **February 9, 2023** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project - additional "Group 2" per the RFP process, including Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project** as follows, and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>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.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional inspector of record services to ensure safeguard drawing, specifications and codes are compliance to DSA requirements for 4 added school sites Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language, as described in the Proposal dated, February 1, 2023, attached to this Amendment as Exhibit A.</p>			
2.	Terms (duration):	<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>If term is changed: The contract term is extended by an additional Sixty-One (61) calendar days and the amended expiration October 31, 2023. The current end date is August 31, 2023.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: The not-to-exceed price for Basic Services is increased by Forty-Five Thousand Two Hundred Eighty-Five Dollars NO/100 (\$45,285.00), and the not to-exceed price for Additional Services is increased by Three Thousand Four Hundred Sixty-Nine Dollars (\$3,469.00). The total not-to-exceed amounts for each of the 4 additional sites are: (1) \$12,252.25 for Martin Luther King, Jr. Elementary School; (2) \$12,267.25 for The Center at Foster Elementary School; (3) \$11,017.25 for Hoover Elementary School; and (4) \$13,217.25 for Frick United Academy of Language.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not-to-exceed contract price was Forty-Six Thousand Eight Hundred Dollars NO/100 (\$46,800.00), and after this amendment, the not-to-exceed contract price will be: Ninety-Five Thousand Five Hundred Fifty-Four Dollars NO/100 (\$95,554.00).</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 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.

OAKLAND UNIFIED SCHOOL DISTRICT



 Mike Hutchinson, President, Board of Education

4/13/2023

 Date



 Kyla Johnson-Trammell, Superintendent
 and Secretary, Board of Education

4/13/2023

 Date



 Tadashi Nakadegawa, Deputy Chief,
 Facilities Planning and Management

3/14/23

 Date

CONTRACTOR



 Contractor Signature

3/14/23

 Date

Ken DeCarlo The KDI Group, Inc. CEO

 Print Name, Title

Approval as to form:



 Arne Sandberg [name]
 General Counsel, Facilities, Planning and Management

3/13/23

 Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: KDI Group, Inc.

1. To provide additional inspector of record services to ensure safeguard drawing, specifications and codes are compliance to DSA requirements for 4 added school sites additional "Group 2" per the RFP process, including Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language Solar Initiative Various Sites Project as described in the Proposal dated, February 1, 2023, 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:

<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 checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



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February 1, 2023

LETTER OF INTEREST

Department of Facilities Planning and Management
Oakland Unified School District
Attention: Kenya Chatman Executive Director of Facilities
955 High Street
Oakland, CA 94604

Regarding: Request for Qualifications (RFQ) for Division of the State Architect (DSA)
**DSA Certified Project Inspectors Group 2 Solar Initiative Projects at
Martin Luther King Jr. Elementary School, The Center at Foster Elementary School
Hoover Elementary School, Frick United Academy of Language**

Dear Ms. Chatman,

The KDI Group, Inc (KDI) appreciates the opportunity to present our statement of qualifications to the Oakland Unified School District (OUSD) for the **Solar Initiative Projects** to provide DSA Certified Inspection services.

Founded in 2002 and incorporated in 2006, KDI has provided consulting and inspection services to Oakland Unified, Castro Valley Unified, San Ramon Valley Unified, Benicia Unified, Alameda County Health as well as Kaiser Permanente, Sutter Health and St. Rose Hospitals also the Napa County Planning and Transportation Agency. As lead consultant and founder, I bring to the table over 35 years of experience in California educational construction projects. My clients can expect a high standard of professionalism, thorough knowledge of applicable codes and requirements, and dedication to quality assurance.

Our strategy is based on over 100 years of combined school construction experience of our staff with licensed Architects, Engineers and General Contractors and we take a collaborative approach to school construction while applying cost saving solutions for our clients. We also take a proactive role in managing the materials testing laboratory and special inspectors' budget and take pride in being value conscious. We have a tremendous amount of experience in fast track school projects with an excellent level of success.

The KDI Group, Inc. has received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. The KDI Group, Inc. has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, The KDI Group, Inc. has no objections to the use of the Agreement. The KDI Group, Inc. certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

I, Kenneth DeCarlo am authorized to submit the Statement of Qualifications on behalf of the firm. Thank you for your consideration of KDI again for your inspection needs. We look forward to a continuing and growing relationship with your project team.

Sincerely,
The KDI Group, Inc.

Ken DeCarlo



EXECUTIVE SUMMARY

Department of Facilities Planning and Management
Oakland Unified School District
Attention: Kenya Chatman Executive Director of Facilities
955 High Street
Oakland, CA 94604

Regarding: Request for Qualifications (RFQ) for Division of the State Architect (DSA)
Certified Project Inspector Services **Group 2 Solar Initiative Projects.**

Dear Ms. Chatman,

We have a tremendous amount of experience in fast track school projects with an excellent level of success. The KDI Group, Inc. encourages a proactive approach to construction inspection. As you can see in my resume alone we have provided inspection services for many types of projects for OUSD. We are also very familiar with the **OUSD** as we have worked on hundreds of projects with you.

We are very excited and eager to provide inspection services for the **Group 2 Solar Initiative Projects.**

Sincerely,

The KDI Group, Inc.

Ken DeCarlo
Lead Inspector



FIRM INFORMATION

Department of Facilities Planning and Management
Oakland Unified School District
Attention: Kenya Chatman Executive Director of Facilities
955 High Street
Oakland, CA 94604

Regarding: Request for Qualifications (RFQ) for Division of the State Architect (DSA)
Certified Project Inspector Services, **Group 2 Solar Initiative Projects.**

Dear Ms. Chatman,

Founded in 2002 and incorporated in 2006, KDI has provided consulting and inspection services to Oakland Unified, along with dozens of other local agencies. As lead consultant and founder, I bring to the table over 35 years of experience in California educational construction projects. My clients can expect a high standard of professionalism, thorough knowledge of applicable codes and requirements, and dedication to quality assurance.

Our strategy is based on over 100 years of combined school construction experience of our staff with licensed Architects, Engineers and General Contractors and we take a collaborative approach to school construction while applying cost saving solutions for our clients. We also take a proactive role in managing the materials testing laboratory and special inspectors' budget and take pride in being value conscious.

See attached resume for experience outline.

Sincerely,
The KDI Group, Inc.

Ken DeCarlo
Lead Inspector



KEN DECARLO DSA CLASS I

QUALIFICATIONS/CERTIFICATIONS

Ken has over 25 years of experience working in the construction industry. He currently maintains the following certifications:

- DSA:** Class I Inspector #4704
- LEED:** Green Associate #10363899
- IAPMO:** Mechanical Inspector #090524
- ICC:** Building, Building Plans Examiner, Electrical, Plumbing and Plumbing UPC Inspector #5104588
- NITC:** Medical Gas ASSE 6020 Inspector #22057564
- OSHPD:** Class A Inspector #A-20315

PROJECT EXPERIENCE

Oakland Unified School District

Fremont High School Modernization & New Construction Installed new Project Frog Modular 2 Story Classroom Building, Seismic Retro-fit of Bldg. B, new parking lot and entrance, new Gymnasium bldg. Track and Field Football stadium and bleachers.. Architect: LCA Architects
CM: SGI Contractor: Cahill Construction value: \$72.5 million □ May 2018-September 2020

Greenleaf Elementary School: Provides IOR services for Building Modernization and New Construction of a Multi Purpose Room and Addition. Architect: Gelfand & Assoc. GC: Cahill/Focon Construction value: \$35 million □ April 2015-August 2017

La Escuelita Education Center: New construction of 2-story La Escuelita Elementary School, a multi-purpose building surrounded by a 2-story building housing a kitchen, health clinic, TV station, child development center and the school's IT and data center. Architect: MVEI GC: Turner Construction value: \$75 million Assignment duration: 4 years

Lowell Middle School Modernization and Health Clinic: Complete modernization of six building campus including multi-story classrooms, labs, multi-purpose room and administration building. As well as modernization of existing classrooms and lab building into a new community health clinic. Architect: LCA GC: Construction value: \$9.5 million Assignment duration: 16 months

Oakland High School Modernization: New multi-story lab/classroom building, modernization of the main building and complete gutting and rebuilding of two multi-story buildings. Construction value: \$21.1 million. Assignment duration: 3 years

Oakland High School Mechanical Repair: Alteration to campus mechanical and electrical repairs. Construction value: \$13.4 million Assignment duration: 6 months

Claremont Middle School HVAC Upgrade: Upgrades to Building A, B, and C. Construction value: \$1.5 million Assignment duration: 1 year

Urban Promise Academy Multi-Purpose Building: New construction. Construction value: \$5.6 million Assignment duration: 20 months

REFERENCES UPON REQUEST



PROFESSIONAL FEES

February 1, 2023

**Inspector of Record Service Fees Prepared for
Oakland Unified School District**

Description	Basic Rate
Administrative/Lead Project Inspector	\$ 135.00 per hour
Administrative Support	\$ 65.00 per hour

Fee Schedule for

Oakland Unified School District *Group 2 Solar Initiative Projects*

Martin Luther King Jr ES

1 DSA IOR Services Mobilization and DSA Box Admin	\$2,000
2 DSA IOR Services	\$5,000
3 Administrative Support	\$735
<u>5 DSA Punch List/Close-out & Documentation (30 days)</u>	<u>\$2,000</u>
Total	\$9,735

The Center at Foster ES

1 DSA IOR Services Mobilization and DSA Box Admin	\$2,000
2 DSA IOR Services	\$5,000
3 Administrative Support	\$750
<u>5 DSA Punch List/Close-out & Documentation (30 days)</u>	<u>\$2,000</u>
Total	\$9,750

Hoover ES

1 DSA IOR Services Mobilization and DSA Box Admin	\$2,000
2 DSA IOR Services	\$4,000
3 Administrative Support	\$500
<u>5 DSA Punch List/Close-out & Documentation (30 days)</u>	<u>\$2,000</u>
Total	\$8,500

Frick United Academy of Language

1 DSA IOR Services Mobilization and DSA Box Admin	\$2,000
2 DSA IOR Services	\$6,000
3 Administrative Support	\$700
<u>5 DSA Punch List/Close-out & Documentation (30 days)</u>	<u>\$2,000</u>
Total	\$10,700



PROFESSIONAL FEES CONT'D

4 District Contingency 10%		\$3,469
5 *Errors and Omissions Insurance	\$1,650 per occurrence	<u>\$6,600</u>

Estimated Total Project Fee **\$48,754**

**Errors and Omissions Insurance has never been required for the Inspector in my experience of over 20 years of service. But if it is required by OUSD an additional fee will be necessary to offset the cost.*



GENERAL ASSUMPTIONS AND TERMS

- Total Project Construction Value: MLKJ ES \$459,728, Center @ Foster ES \$460,728, Hoover ES \$392,629, Frick Academy \$510,869
- Construction Schedule: Preliminary schedule provided is **Apr 12, 2023- Oct . 4, 2023 (124 days)**
- Scope of Work or Services as specifically detailed in the Project Plans DSA Application #01-120660, #01-120661, #01-120669. #01-120764
- Exclusions: Proposal excludes all special inspections, including any required by Title 24 CBC Chapter 17 and DSA-103
- In addition to the duties described in California Department of General Services Document IR-8, the Inspector's duties include all activities required to develop and maintain personal knowledge of the work, including, but not limited to:
 - Monitoring work for conformance with all applicable codes
 - Preparing necessary reports including field reports submitted to the Document Control System used by the District for this project or our Cloud based storage service
 - Field reports are to include a basic description of trades manpower and activities
 - Maintaining codes, documents, submittals, and inspection request records
 - Monitoring special inspectors activities and time.
 - Developing and maintaining a field check list and a progress chart
 - Reporting on any project delays to the AOR/PM for the District
 - Verify time and quantities expended on extra time and materials work is excluded in this proposal
 - Review quality of work for conformance with the construction contract documents and quality standards of the industry and District
 - Attend weekly job meetings, special request meetings with CM, AOR, District, etc.
 - Maintain a posted set of documents at all times including RFIs, ASIs, and CCDs
 - Provide and input information to "The Box" as required by the DSA
 - Perform DSA and District project close-out procedures as required



Basis of Charges/Terms and Conditions

- ✚ Estimated project fee is based a flat rate billed upon substantial completion of each campus excluding mobilization and closeout.
- ✚ Project Inspection includes construction quality observation and review only of contractor daily activities, including product submittals and RFI review.
- ✚ KDI shall not be responsible for defects in District's design or for defects, errors, and omissions by District's contractor, subcontractors, or suppliers. KDI shall not be required to indemnify and defend the District with regard to the District's designs or the workmanship, actions, or omissions of the District's contractors, consultants, and/or representatives, or any of the lower tier subconsultants, subcontractors, or suppliers.
- ✚ This proposal is an estimate and based on general assumptions. Any additions in scope via construction value, schedule, addendum, ASIs, or Change Orders requiring additional inspections or cost outside of those assumptions provided will be billed separately on a Time & Material Basis at a basic *Inspector hourly rate of \$135.00 Assistant rate of \$115.00 and/or Administrative rate of \$65.00 per hour.*
- ✚ Premium Time
 - Overtime, Holidays and Saturdays: add 50% to basic rate.
 - Sundays; or over 12 hours; over 8 hours on Saturday, add 100% to basic rate
 - KDI observed holidays are recognized per opm.gov guidelines
 - Night Shifts: add 20% to basic rate (between hours of 4pm-6am)
 - Weekends and Holidays are an 8 hour minimum.
- ✚ Premium time is excluded within this proposal.
- ✚ Offsite material verification and inspections outside 30 mile radius from project site are excluded.
- ✚ Minimum Time: 2 hours/day for inspection/show up time, over 4 hours: minimum 8 hours time billing. Minimum time for weekends or holidays is 8 hours.
- ✚ **Costs of Multiple Inspections.** More than two (2) requests by Contractor to make inspections to confirm completion as required under the contract shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments, as this cost is excluded within this proposal.
- ✚ **Temporary Facilities.** A minimum 200 sq ft office space with power, HVAC, High Speed Internet service with minimum download speeds of 25 megabits per second, a desk, 4 chairs, plan table, file cabinet and bookcase.
- ✚ KDI excludes reproduction fees for plans, specifications and submittals. These costs shall be billed as reimbursables +10% to the District.
- ✚ KDI invoices will be submitted on a monthly basis are due and payable the date submitted. Invoices over 30 days past due are subject to a late fee of 1.5% per month. Should a payment dispute arise, KDI shall be entitled to reasonable attorney's fees, expert fees, and costs and expenses incurred in efforts or proceedings to collect amounts owed.
- ✚ **This Proposal is based on a Project Completion Date of Oct 4, 2023.** KDI shall be compensated for any additional time spent by KDI, or any of its subconsultants, on the Project beyond this date, and Owner agrees to issue change orders and obtain any required approvals necessary to modify the contract in writing to reflect the additional compensation owed for additional services/extras/extended duration of services. Additional compensation will be billed pursuant to the terms below.
- ✚ The terms of this proposal shall be included in any contract with the District and shall take precedence.
- ✚ KDI will continue to perform work and bill for time spent performing its services in accordance with the terms above until terminated in writing. On ten days written notice, KDI may suspend services and/or terminate its contract with District in the event of a breach by District, including failure to make payment. Any dispute regarding KDI's billings, work, products, or services shall be objected to, in writing, within thirty (30) days of receipt of KDI's invoice for such work, products, or services. Otherwise, any objection to payment to KDI for such work, product, or services is deemed waived.



LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

KDI is 100% LBU participation and is and always will be locally owned and operated. KDI has been certified as a small local resident business enterprise in the City of Oakland, as well as the County of Alameda and for the Oakland Unified School District for over 13 years. I have owned my home in Oakland since April 21, 2009.

Alameda County Certification No. 09-00268

The KDI Group, Inc. has been certified as a Small Local Resident Business Enterprise (SLRBE) under the Oakland Unified School District's Local Business Enterprise Program (LBE).

Certification Date: March 24, 2022

Certification Expiration: March 24, 2024

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant: The KDI Group, Inc.

RFQ/P: Group II Solar Initiative Projects

Date: Feb. 1, 2023

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland or other approved agency. Certification Number and Expiration Date.
Prime Company: KDI Address: 1392 E 31st Oakland Phone: (510)333-6521 Email: ken@kdigrp.com	100%		100		Alameda County Cert Number: 09-00268 Exp. Date: 09/30/2023
Company: Address: Phone: Email:					
TOTAL PARTICIPATION			100%		

Approval – LBU Compliance Officer



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-25-2021

GROUP:
POLICY NUMBER: 9149494-2021
CERTIFICATE ID: 10
CERTIFICATE EXPIRES: 12-25-2022
12-25-2021/12-25-2022

OAKLAND UNIFIED SCHOOL DISTRICT NA
955 HIGH ST
OAKLAND CA 94601-4404

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 10 days advance written notice to the employer.

We will also give you 10 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.

Authorized Representative

President and CEO

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

ENDORSEMENT #1651 - KEN DECARLO, P,S,T - EXCLUDED.

EMPLOYER

THE KDI GROUP, INC. DBA: KDI GROUP, INC.
5111 TELEGRAPH AVE # 144
OAKLAND CA 94609

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 Additional Insured Person(s) Or Organization(s)
OAKLAND UNIFIED SCHOOL DISTRICT, AGENTS, EMPLOYEES, OFFICERS 955 HIGH ST OAKLAND, CA 94601-4404
Location(s) Of Covered Operations
ALL CALIFORNIA LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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

CG 20 10 04 13

2. 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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>OAKLAND UNIFIED SCHOOL DISTRICT, AGENTS, EMPLOYEES, OFFICERS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY POLICY
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
OAKLAND UNIFIED SCHOOL DISTRICT, AGENTS, EMPLOYEES, OFFICERS	955 HIGH ST OAKLAND, CA 94601-4404

Number of Days Notice _____

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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 DISTRICTS, AGENTS, EMPLOYEE AND OFFICERS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name of Person(s) or Organization(s):
OAKLAND UNIFIED SCHOOL DISTRICTS, AGENTS, EMPLOYEE AND OFFICERS.

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

A. Who Is An Insured for COVERED AUTOS LIABILITY COVERAGE is amended to include as an "insured" for Covered Autos Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". The "accident" must arise out of ongoing operations performed for the Named Insured.

B. Changes in CONDITIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization named in the Schedule under your policy provided that:

- (1) The person or organization is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
OAKLAND UNIFIED SCHOOL DISTRICTS, AGENTS, EMPLOYEE
AND OFFICERS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Solar Initiative Various Sites-Acorn Woodland ES/Lockwood STEAM Academy & New Highland Academy additional MLK ES, The Center, Hoover ES, and Frick United Academy of Language	Site	Various
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	KDI Group, Inc.	Agency's Contact	Ken DeCarlo				
OUSD Vendor ID #	002377	Title	Manager				
Street Address	5111 Telegraph Avenue, #144	City	Oakland	State	CA	Zip	94609
Telephone	510-333-6521	Policy Expires					
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 #	21118						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	2-9-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	10-31-2023

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$48,754.00
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 <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9655/9864	Fund 21 Measure	210-9655-0-9864-8500-6235-182-9180-9906-9999-21118 (MLK ES) \$9,735.00 210-9655-0-9864-8500-6235-991-9180-9906-9999-21118 (The Center) \$9,750.00 210-9655-0-9864-8500-6235-170-9180-9906-9999-21118 (Hoover ES) \$8,500.00 210-9655-0-9864-8500-6235-219-9180-9906-9999-21118 (Frick United Academy of Language) \$10,700.00	6235	\$48,754.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Executive Director, Facilities Planning and Management			
	Signature	Date Approved	5/14/23	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Lozano Smith, approved as to form		Date Approved 3/13/23
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	3/14/23	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	23-0064
Introduction Date	2-8-2023
Enactment Number	23-0260
Enactment Date	2/8/2023 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date February 9, 2023

Subject Agreement for Inspection of Record Services for Construction – KDI Group, Inc. – Solar Initiative Various Sites - Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project – 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 KDI Group, Inc., Oakland, California, for the latter to provide Inspector of Record Services, and to ensure safeguard drawing, specifications and codes are compliance to Department of the State Architect (DSA) requirements, for the Solar Initiative Various Sites - Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project, in not-to-exceed amount of \$46,800.00, which includes a not-to-exceed amount of \$3,800.00 for Additional Services, with the work scheduled to commence on February 9, 2023, and scheduled to last until August 31, 2023, pursuant to the Agreement.

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

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 KDI Group, Inc., Oakland, California, for the latter to provide Inspector of Record Services, and to ensure safeguard drawing, specifications and codes are compliance to Department of the State Architect (DSA) requirements, for the Solar Initiative Various Sites - Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project, in not-to-exceed amount of \$46,800.00, which includes a not-to-exceed amount of \$3,800.00 for Additional Services, with the work scheduled to commence on February 9, 2023, and scheduled to last until August 31, 2023, 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. 23-0064

Department: Facilities Planning and Management

Vendor Name: KDI Group, Inc.

Project Name: Solar Initiative Various Sites -Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy **Project No.: 21118**

Contract Term: Intended Start: 2-9-2023 Intended End: August 31, 2023

Total Cost Over Contract Term: \$46,800.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

KDI Group, Inc. was chosen directly based on scores through an RFP process.

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

KDI Group, Inc., will provide DSA Inspector of Record Services, for the Solar Initiative Various Sites - Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project.

Was this contract competitively bid? Check box for “Yes” (If “No,” leave box unchecked)

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

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

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

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

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective February 9, 2023 by and between the Oakland Unified School District (“District”) and KDI Group, Inc. (“Inspector”), with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of a construction project for the Solar Initiative Project (“the Project”), which requires ongoing inspection.

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

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

The Parties therefore agree as follows:

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

2. **Term of Agreement and Payment.** The term for performance of the Services shall be the duration of the Project (“Term”), and Inspector shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of August 31, 2023, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in *Exhibit A* for Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Services.

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

timely obtain DSA approval.

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

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

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

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

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

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

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

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

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

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

j. Maintain an effective working relationship with the Contractor, District personnel and Architect.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the District anticipated schedules and work involved prior to the commencement of a new trade on the job.

n. Attempt to foresee the need for all required tests and inspections.

o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.

p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.

q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.

r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.

s. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.

t. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition.

u. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.

v. Upon District's request, comply with any fingerprinting or related requirement.

w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents before signing off any block or section of a DSA inspection card, (c) notifying DSA when work proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories,

and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comprehensive General Liability

Personal Injury:

\$2,000,000 Each Occurrence

\$4,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Comprehensive Automobile Liability

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

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

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least Two Million (\$2,000,000) 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:

Inspector: KDI Group, Inc.
5111 Telegraph Avenue, #144
Oakland, California, 94609

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

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or

with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

14. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

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

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

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

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

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

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

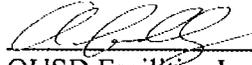
21. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

23. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

24. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties

Approved As To Form:



OUSD Facilities Legal Counsel

1/18/23

Date

EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated, pursuant to the rates on the following page.

For Basic Services, Inspector's total compensation shall not exceed FORTY-THREE THOUSAND DOLLARS AND NO/100 (\$43,000.00), which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its November 6, 2022, fee estimate. Inspector acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. If delays in completion of the Project occur that are not caused by wrongful conduct by Inspector, including but not limited to Inspector's breaches of contract or deficient performance of Basic or Additional Services, then Inspector shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

For Additional Services, Inspector's total contingency compensation shall not exceed THREE THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 (\$3,800.00).

The total price under this Agreement for Basic and Additional Services shall not exceed FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 (\$46,800.00).

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



PROFESSIONAL FEES

Inspector of Record Service Fees Prepared for Oakland Unified School District

Description	Basic Rate
Administrative/Lead Project Inspector	\$ 135.00 per hour
DSA Class I	\$ 125.00 per hour
DSA Class II	\$ 115.00 per hour
DSA Class III	\$ 110.00 per hour
Assistant Inspector	\$ 105.00 per hour
Administrative Support	\$ 65.00 per hour

Fee Schedule for
Oakland Unified School District
Solar Initiative Projects

December 6, 2022

1 DSA IOR Services Mobilization and DSA Box Admin	\$6,000
2 DSA IOR Services	\$20,000
3 Administrative Support	\$6,000
4 10% District Contingency	\$3,800
<u>5 DSA Punch List/Close-out & Documentation (30 days)</u>	<u>\$6,000</u>
Estimated Total Project Fee	\$41,800

*Errors and Omissions Insurance \$5,000

**Errors and Omissions Insurance has never been required for the Inspector in my experience of over 20 years of service. But if it is required by OUSD an additional fee will be necessary to offset the cost.*



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-25-2021

GROUP:
POLICY NUMBER: 9149494-2021
CERTIFICATE ID: 10
CERTIFICATE EXPIRES: 12-25-2022
12-25-2021/12-25-2022

OAKLAND UNIFIED SCHOOL DISTRICT NA
955 HIGH ST
OAKLAND CA 94601-4404

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 10 days advance written notice to the employer.

We will also give you 10 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.

Authorized Representative

President and CEO

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

ENDORSEMENT #1651 - KEN DECARLO, P,S,T - EXCLUDED.

EMPLOYER

THE KDI GROUP, INC. DBA: KDI GROUP, INC.
5111 TELEGRAPH AVE # 144
OAKLAND CA 94609



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Solar Initiative Various Sites-Acorn Woodland ES/Lockwood STEAM Academy & New Highland Academy	Site	918
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	KDI Consultants, Inc.	Agency's Contact	Ken DeCarlo				
OUSD Vendor ID #	002377	Title	Manager				
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA	Zip	94621
Telephone	510-333-6521	Policy Expires					
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 #	21118						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	2-9-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-31-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$46,800.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9655/9864	Fund 21, Measure Y	210-9655-0-9864-8500-6235-918-9180-9906-9999-21118	6235	\$46,800.00

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		Phone	510-535-7038
	Executive Director, Facilities Planning and Management		Fax	510-535-7082
	Signature		Date Approved	1/18/23
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Lozano Smith, approved as to form	Date Approved
				1/18/23
3.	Deputy Chief, Facilities Planning and Management			
	Signature		Date Approved	1/18/2023
4.	Chief Financial Officer			
	Signature		Date Approved	
5.	President, Board of Education			
	Signature		Date Approved	