

Board Office Use: Legislative File Info.	
File ID Number	23-1768
Introduction Date	9/13/2013
Enactment Number	23-1612
Enactment Date	9/13/2023 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management

Board Meeting Date September 13, 2023

Subject Amendment No. 1 Agreement for Inspector of Record Services for Construction – KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Agreement for Inspector of Record Services for Construction by and between the **District** and **KDI Group, Inc.**, Oakland, California, for the latter to provide continued Inspector of Record Services for **Claremont Middle School Multi-Purpose Room Project**, in an not-to-exceed total amount of **\$69,000.00**, increasing the Agreement’s amount from **\$418,550.00 to \$487,550.00, due to an anticipated extension of the Project through December 31, 2023**, 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 adding additional funds due to extended schedule for more needed construction services.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, to the Agreement for Inspector of Record Services for Construction by and between the District and KDI Group, Inc., Oakland, California, for the latter to provide continued Inspector of Record Services for Claremont Middle School Multi-Purpose Room Project, in an not-to-exceed total amount of \$69,000.00, increasing the Agreement’s amount from \$418,550.00 to \$487,550.00, due to an anticipated extension of the Project through December 31, 2023, 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 21-2683

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 **December 2, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Claremont Middle School Multi- Purpose Room Project** as follows, and in the attached Exhibit A:

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.

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input 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: This amendment adds additional compensation to a project with an extended anticipated date of completion. No change to scope of work, as describe on the proposal dated, July 19,2023, attached to this Amendment as Exhibit A.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by _____.</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 <u>Sixty-Nine Thousand dollars, No/100 (\$69,000.00)</u>.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed contract price was Four Hundred Eighteen Thousand Five Hundred Fifty Dollar NO/100 (\$418,550.00), and after this amendment, the not-to-exceed contract price will be: Four Hundred Eighty-Seven Thousand Five Hundred Fifty Dollars NO/100 (\$487,550.00).</p>			


5. **Amendment History:**

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

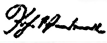
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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.

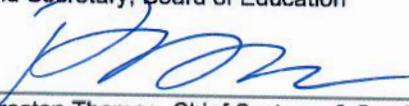
OAKLAND UNIFIED SCHOOL DISTRICT


Mike Hutchinson, President, Board of Education

9/14/2023
Date

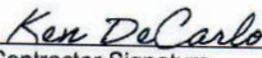

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

9/14/2023
Date


Preston Thomas, Chief Systems & Services Officer,
Facilities Planning and Management


8/18/23
Date

CONTRACTOR

 8/16/23
Contractor Signature Date

Ken DeCarlo Sr CEO
Print Name, Title

Approval as to form:


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

8/17/23
Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: KDI Group, Inc.

1. Detailed Description of Services to be provided: This amendment adds additional compensation to a project with an extended anticipated date of completion. No change to scope of work, as describe on the proposal dated, July 19,2023, 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



July 19, 2023

Chastity Henderson

Project Manager

Oakland Unified School District

955 High St.

Oakland, CA 94601-4404

RE: OUSD-Claremont MPR & Kitchen Project 15127 DSA Inspector Contract Amendment Request #1

Ms. Henderson,

Attached herein is the request for additional funds regarding the aforementioned project due to additional construction schedule added to the project. Original schedule provided was May 17, 2022-September 16, 2023. This request is for additional DSA Inspection services as required by the DSA under our original agreement:

SCOPE OF SERVICES

Substantial increase of scope CCDs 1-13 and schedule.

Construction schedule showing a substantial completion date of Dec. 31, 2023.

Contract extension request amount \$69,000.

All other contract conditions to remain.

TOTAL CONTRACT AMENDMENT REQUEST AMOUNT ~ \$69,000

Sincerely,

Ken DeCarlo
DSA Inspector of Record
The KDI Group, Inc.
5111 Telegraph Av. #144
Oakland, CA 94609

Cc: Kenya Chatman
Curtis Freeze



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2023

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vallejo Insurance Associates P. O. Box 4446 Vallejo, CA 94590 Jeanne Kilkenny-Turk	707-554-6080	CONTACT NAME: Jeanne Kilkenny-Turk PHONE (A/C, No, Ext): 707-554-6080 E-MAIL ADDRESS: jkilkenny-turk@vallejoinsurance.com FAX (A/C, No): 707-554-2198
INSURED The KDI Group Inc. 5111 Telegraph Ave Ste. 144 Oakland, CA 94609		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 23787

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACP3039885813	02/04/2023	02/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACPBA3039885813	02/04/2023	02/04/2024	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder, Oakland Unified School District and Agents, employees, & Officers are included as additional insured. per attached (GL) endorsements CG20010413, CG24040509, CG20010413, IL70020911 & Auto- CA20481013, AC20410316- PNC- & CA044441013- Waiver.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeanne Kilkenny-Turk
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Claremont Middle School Multi-Purpose Room Project	Site	201
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	KDI Group, Inc.	Agency's Contact	Ken DeCarlo
OUSD Vendor ID #	002377	Title	Manager
Street Address	7977 Capwell Drive, Suite 100	City	Oakland
Telephone	510-333-6521	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94621
OUSD Project #	15127	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-31-2023	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)	12/31/2023

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	\$ 69,000.00
Other Expenses		Requisition Number	

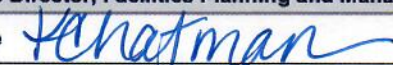
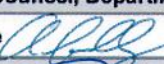
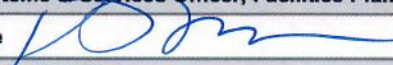
Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9670	Fund 21, Measure Y	210-9655-0-9670-8500-6235-201-9180-9906-9999-15127	6235	\$69,000.00

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	8/18/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature  Lozano Smith, approved as to form	Date Approved	8/17/23		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature 	Date Approved	8/18/23		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	21-2683
Introduction Date	12-1-2021
Enactment Number	21-2683
Enactment Date	12/1/2021 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Yadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 1, 2021

Subject Agreement for Inspection of Record Services for Construction – KDI Group, Inc. – Claremont Middle School Multi-Purpose Room 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 needed for all construction & Division of the State Architect (DSA) projects, for the Claremont Middle School Multi-Purpose Room Project, in the amount of **\$418,550.00**, which includes a contingency fee of **\$38,050.00**, as the selected consultant, with work scheduled to commence on **December 2, 2021**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

Discussion Inspector of Record Services are needed for all construction & Division of the State Architect (DSA) projects. Vendor will provide specially trained Inspector of Record services for the Claremont Middle School Multi-Purpose Room Project. (Public Contract Code §20111 (d) and Government Code §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 needed for all construction & Division of the State Architect (DSA) projects, for the Claremont Middle School Multi-Purpose Room Project, in the amount of **\$418,550.00**, which includes a contingency fee of **\$38,050.00**, as the selected consultant, with work scheduled to commence on **December 2, 2021**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

Fiscal Impact Fund 21 Measure J

Attachments

- Agreement
- Consultant Proposal
- Insurance Certificate



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

Legislative File ID No. 21-2683

Department: Facilities Planning & Management

Vendor Name: KDI Group, Inc.

Project Name: Claremont Middle School Multi-Purpose Room

Project No.: 15127

Contract Term: Intended Start: 12-2-2021

Intended End: 10-31-2023

Total Cost Over Contract Term: \$418,550.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

This consultant was a direct selection based on specialized services and experience of Inspector of Record services work done on the district. Given the Consultant’s experience with similar projects and the level of complexity of the project, the district identified the chosen consultant as the most qualified at the most reasonable price.

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

KDI Group, Inc. will provide Inspector of Record services required by the Division of State Architect Department, during the construction work at the Claremont Middle School site.

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?

KDI Group, Inc. has done work and is currently working for the District, and the District found that the consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

.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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 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:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- 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 \$96,700 (as of 1/1/21)
- 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:

- Consultant 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 December 2, 2021 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 at Claremont Middle School (“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 (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.
2. **Term of Agreement and Payment.** The Project is expected to be complete as of October 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 Basic and Additional 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 Basic and Additional 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.

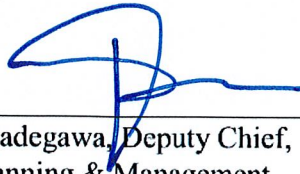
20. **Work Records.** All documents, daily logs, and any other written work product generated by Inspector shall be deemed to be the sole and exclusive property of District.

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



Tadashi Nakadegawa, Deputy Chief,
Facilities Planning & Management

11/5/21
Date

Approved As To Form:



OUSD Facilities Legal Counsel

11/3/21
Date

EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated \$135.00 per hour.

For Basic Services, Inspector's total compensation shall not exceed THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$380,500.00), which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its June 14, 2021, fee estimate. 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 THIRTY-EIGHT THOUSAND FIFTY DOLLARS AND NO/100 (\$38,050.00).

The total price under this Agreement for Basic and Additional Services shall not exceed FOUR HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO/100 (\$418,550.00).

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.



KDICO-1

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2021

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vallejo Insurance Associates P. O. Box 4446 Vallejo, CA 94590 Jeanne Kilkenny-Turk	707-554-6080	CONTACT NAME: Jeanne Kilkenny-Turk PHONE (A/C, No, Ext): 707-554-6080 FAX (A/C, No): 707-554-2198 E-MAIL ADDRESS: jkilkenny-turk@vallejoinsurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED The KDI Group Inc. 5111 Telegraph Ave Ste. 144 Oakland, CA 94609	INSURER A: Nationwide Mutual Insurance Co	NAIC # 23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACP3019885813	02/04/2021	02/04/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACPBA3019885813	02/04/2021	02/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Revison-Certificate holder, Oakland Unified School District, and agents, employees, & officers are included as additional insured, per attached (GL) endorsement(s) CG20100413, CG20010413, CG24040509, IL70020911 & AUTO - CA20481013, AC20410316, Primary/Non Contrib, CA04441013-Waiver.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeanne Kilkenny-Turk 
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Claremont Middle School Multi-Purpose Room Project	Site	201
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	KDI Group, Inc.	Agency's Contact	Ken DeCarlo
OUSD Vendor ID #	002377	Title	Manager
Street Address	7977 Capwell Drive, Suite 100	City	Oakland
Telephone	510-333-6521	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94621
OUSD Project #	15127	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-2-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-31-2023
		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)	\$418,550.00
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
9650/9670	Fund 21, Measure J	210-9650-0-9670-8500-6235-201-9180-9905-9999-15127	6235	\$418,550.00

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	<i>K Chatman</i>		
		Date Approved	11/5/21		
2.	General Counsel, Department of Facilities Planning and Management	Signature	<i>Lozano Smith, as to form only</i>		
		Date Approved	11/3/21		
3.	Deputy Chief, Facilities Planning and Management	Signature	<i>[Signature]</i>		
		Date Approved	11/5/21		
4.	Chief Financial Officer	Signature	<i>[Signature]</i>		
		Date Approved			
5.	President, Board of Education	Signature	<i>Shanthy Gonzales</i>		
		Date Approved	12/2/2021		