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File ID Number	11-2604
Committee	Facilities
Introduction Date	10-4-2011
Enactment Number	11-2225
Enactment Date	10-12-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date October 12, 2011

Subject Amendment No. 1, Professional Services Facilities Contract - KDI Consultants, Inc. - Lowell Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with KDI Consultants, Inc. for Inspection Services on behalf of the District at Lowell Middle School Modernization Project, in an amount not-to exceed \$171,000.00 increasing previous contract amount from \$185,250.00 to a not to exceed amount of \$356,250.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Additional Division of State Architect (DSA) inspection is needed due to additional hours.

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with KDI Consultants, Inc. for Inspection Services on behalf of the District at Lowell Middle School Modernization Project, in an amount not-to exceed \$171,000.00 increasing previous contract amount from \$185,250.00 to a not to exceed amount of \$356,250.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding sources for this project are Resource Codes: 9299, 9399 and 9499.

Attachments

- Professional Services Contract including scope of work

Key Code:

2049901811-6235

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **KDI Consultants, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on **May 1, 2010**, and the parties agree to amend that Agreement as follows:

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> .
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. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide an additional 1800 hours needed due to unforeseen conditions, Division of State Architect (DSA) added scope, \$5M in additional contract amount, including Quality Control program for Electrical Scope.</u>		

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> .
If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.		

3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$171,000.00 to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is Three hundred fifty-six thousand, two hundred fifty dollars and no cents. (\$356,250.00)		


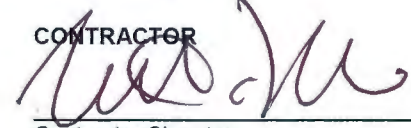
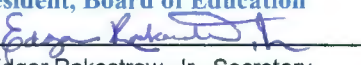

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  _____ Jody London, President, Board of Education	_____ 10/13/11 Date	CONTRACTOR  _____ Contractor Signature	_____ 09/15/11 Date
 _____ Edgar Rakestraw, Jr., Secretary Board of Education	_____ 10/13/11 Date	Ken DeCarlo, IOR _____ Print Name, Title	
 _____ Timothy White, Assistant Superintendent Facilities, Planning and Management	_____ Date		

SEP 15 P 3 12
 DEPARTMENT OF PLANNING AND MANAGEMENT

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: KDI Consultants, Inc.]

Billing Rate: One hundred seventy-one thousand dollars and no cents (\$171,000.00)

Description of Services to be Provided

KDI Consultants will provide a maximum of 1800 hours of services at a rate of \$95.00 per hour for a total not to exceed \$171,000.00.

1. **Goals or Objectives**
Inspection services
 2. **Description of Services to be Provided**
The scope of the project is to provide an additional 1800 hours needed due to unforeseen conditions, Division of State Architect (DSA) added scope, \$5M in additional contract amount, including Quality Control program for Electrical Scope.
 3. **Deliverables**
Inspection reports
-

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DB
KDICO-1

DATE (MM/DD/YYYY)
02/14/11

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

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <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	ACP 7814334300	02/04/11	02/04/12	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 - CCMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DED COL \$2000 <input checked="" type="checkbox"/> DED COM \$2000	ACP BA 7814334300	02/04/11	02/04/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO WORK DONE FOR OAKLAND UNIFIED SCHOOL DISTRICT, DEPT OF FACILITIES PLANNING & MANAGEMENT BUILDINGS & GROUNDS, & CUSTODIAL SERVICES, PER THE ENDORSEMENTS CG70571005 & CA2048 (02-99).

CERTIFICATE HOLDER	CANCELLATION
NONE 111 21 3 OAKLAND UNIFIED SCHOOL DISTRICT, TIMOTHY E. WHITE ASSIST SUPERINTENDENT 955 HIGH ST. OAKLAND CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jeanne Kilkenny-Turk <i>Jeanne Kilkenny-Turk</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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

Project Name:

Project Location:

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

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

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

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

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

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

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

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

RE: CG7057

28 (01-86)

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

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

PROJECT ADDRESS:
955 HIGH ST
OAKLAND CA 94601-4404

28 (01-86)

ACP GLO 7814334300

L4EI 11026

INSURED COPY

78 0046224

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

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

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

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

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

Board Office Use: Legislative File Info.	
File ID Number	10-0925
Committee	Facilities
Introduction Date	May 18, 2010
Enactment Number	10-0848
Enactment Date	5-26-10 JS

Memo

To Board of Education

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

Board Meeting Date May 26, 2010

Subject Professional Services Contract - KDI Consultants, Inc. - Lowell Middle School Modernization Project

Action Requested Approval by Board of Education of a Professional Services Agreement with Division of State Architect (DSA) Inspection Services at Lowell Middle School Modernization Project in an amount not to exceed \$185,250.00. The term of this Agreement shall commence on May 27, 2010 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, May 1, 2012, whichever occurs first.

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

Local Business Participation Percentage 100.00%

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

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



OAKLAND UNIFIED
SCHOOL DISTRICT

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

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

Recommendation

Approval by Board of Education of a Professional Services Agreement with Division of State Architect (DSA) Inspection Services at Lowell Middle School Modernization Project in an amount not to exceed \$185,250.00. The term of this Agreement shall commence on May 27, 2010 and shall conclude upon completion of the *project, or permanent abandonment of the Project* by the District, May 1, 2012, whichever occurs first.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2049901810-6235



**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and KDI Consultants, Inc. (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on May 27, 2010. The work shall be completed no later than May 1, 2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One hundred eighty-five thousand, two hundred fifty dollars and no cents (\$185,250.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - Signed Agreement
 - Workers' Compensation Certification
 - Insurance Certificates and Endorsements
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: NA
6. **CONTRACTOR Qualifications / Performance of Services.**
 - a. **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
 - b. **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
7. **Notices/Invoicing:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:
 Name: Timothy White
 Site /Dept.: Facilities Planning and Management
 Address: 955 High Street
Oakland, CA 94601
 Phone: (510)879-3664

CONTRACTOR:
 Name: Kenneth De Carlo
 Title: Project Manager
 Address: 5111 Telegraph Avenue, Suite 144
Oakland, CA 94609
 Phone: 510-333-6521

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person performing the service, the service performed, the date service was rendered, and the hours spent on the work.

Professional Services Contract

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: www.ousd.k12.ca.us
- a. For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
- b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
- c. Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
- d. *Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.

10 **Insurance:**

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

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

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

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

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

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

9.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

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

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

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

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

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

9.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.

9.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses.

9.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

9.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
 - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
 - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
 - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the

name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

17. **Suspension of Work:** District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
18. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
19. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

Superintendent

Secretary,
Board of Education

Assistant Superintendent,
Department of Facilities Planning and Management

5/27/10
Date

5/27/10
Date

Date

CONTRACTOR

Contractor Signature

Print Name, Title

4/29/10
Date

KENNETH DE CARLO PRINCIPAL

KDI CONSULTANTS, INC.
1394 E. 31ST ST.
OAKLAND, CA 94602-1017
(510)333-6521

File ID Number: 10-0925
Introduction Date: 5-18-10
Enactment Number: 10-0848
Enactment Date: 5-26-10
By: BZ

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: KDI Consultants, Inc.

Billing Rate: One hundred eighty-five thousand, two hundred fifty dollars and no cents (\$185,250.00)

Description of Services to be Provided

Consultant will provide inspection services in accordance with the guidelines set forth by the Division of the State Architect and mandated by the State of California for public school construction and improvement at the Lowell Middle School Modernization Project located at 991 – 14th Street, Oakland, California 94607.

COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid (IOR Per \$95.00 hour for DSA certified and approved project inspection in an amount not to exceed a fee of **One hundred eighty-five thousand, two hundred fifty dollars and cents (\$185,250.00)** for the Lowell Middle School Modernization Project.

REIMBURSABLE EXPENSES:

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

APPENDIX A

• SCOPE OF BASIC SERVICES

1.1 Criteria: Work shall be performed in accordance with all applicable and most current codes, laws, regulations, and professional standards, including, but not limited to, applicable District design criteria. The services performed under this Agreement may be part of a school building project funded in whole or in part by Leroy F. Greene State School Building Funds (E.C. 17700). Therefore, the Consultant's full compliance with the applicable Disabled Veterans' Business Enterprise (DVBE) regulations promulgated by the State Allocation Board, for Greene Act funding, is mandatory. As required by the State Allocation Board regulations, the Consultant's satisfactory compliance shall be determined by the District and shall be a condition precedent to the execution of this Agreement or payment of any amounts by the District hereunder. The Consultant shall remain continuously in compliance with said DVBE regulations during the entire term of this Agreement.

1.2 Inspector shall provide, as authorized in advance by District and in the manner described below, the following construction phase inspection services to District:

1.2.1 Services under this Agreement are to provide assurance that the Project is built according to the approved construction documents so that the Division of the State Architect, Office of Regulation Services (DSA/ORS) can verify the Project work when complete.

1.2.2 The duties of Consultant will include all activities required to develop and maintain personal knowledge of the Project work, generally including the following: preparing reports, maintaining codes, documents, submittals and records, developing and maintaining a field check list and Work Progress Charts, reviewing as-built drawings, change order proposals and requests for payment, reporting Project delays, performing Project close-out procedures, and all other tasks required to be performed by a "Project Inspector" under Title 24, Part I, of the California Code of Regulations, and as required by the Education Code "Field Act".

1.2.3 Services will include, but shall not be limited to, the following:

1.2.3.1 Maintaining copies of the most recent relevant Title 24 building codes and interpretive manuals at the job site for the duration of the Project. The code shall include, at a minimum: (1) the State Uniform Plumbing Code; (2) the State Uniform Mechanical code; (3) the State and National Electric Code [s], (4) the State Uniform Building Code; and (5) the State Accessibility Standards and Interpretive Regulations;

1.2.3.2 Studying and analyzing the Construction Contract and the Contract Documents, and notifying the Architect and District project manager immediately of any inconsistencies and/or perceived omissions in the Contract Documents;

1.2.3.3 Maintaining records at the site in an orderly manner, including the Construction Contract and approved Contract documents, Addenda, Supplements, Change Orders, Field Orders, structural and utility records, submittals, correspondences, approved shop drawings and all reports hereinafter required.

1.2.3.4 Reviewing portions of the Project work which require testing of materials or systems, including verification that testing and/or engineering laboratories and/or individuals are qualified to undertake required tests.

1.2.3.5 Inspecting all materials delivered to the Project site for conformance with Contract requirements; verification of special inspections when applicable; requiring that materials be stored so that they will neither interfere with the Project work nor incur damage from weather or other causes;

1.2.3.6 Notifying District and Architect of questionable materials and/or workmanship, as needed, to allow remedial action to be taken, in circumstances where Consultant believes he is not qualified to judge the acceptance of such materials and /or work;

1.2.3.7 Attending all Project meetings;

1.2.3.8 Maintain a photographic record of activities and conditions at the Project site.

1.2.3.9 Tracking labor performed and materials used in any unit cost and/or cost-plus type of work, reporting data to the Architect and District;

- 1.2.3.10 Developing and utilizing a Field check List including all Project work divided by trade;
- 1.2.3.11 Receiving a Progress Schedule, in a form approved by the Architect, detailing start and finish date for Project work; updating the Schedule weekly to reflect Project progress; alerting District and the Architect of departures from the Schedule and/or conditions that may cause Project delays;
- 1.2.3.12 Prepare three series of reports, including:
 - 1.2.3.12.1 Daily Diary Reports: Reports to be created daily to include: (a) the approximate number of workers in each craft or trade; (b) identification of visitors to the site; (c) any observations of the Consultant and/or Architect; (d) general weather conditions; (e) Project status; (f) deviations from the plans and specifications (if any) and corrective action required regarding same; (g) persons notified of any corrective actions deemed necessary;
 - 1.2.3.12.2 Semi-monthly Reports: Reports shall be submitted on 1st and 16th day of each month of Project work;
 - 1.2.3.12.3 Verified Progress Reports: Reports to be submitted as required by Title 24, and provided to DSA on required form, following review by the Architect; Inspector must provide the Verified Progress Reports to Architect, in typed format, forty-eight hours prior to the date of required transmission to DSA.
- 1.2.3.13 The Inspector shall be familiar with the Testing and Inspection Sheet ("T&I Sheet") issued for the Project by the DSA and shall request special deputy inspectors as necessary and order special test as required by the T&I Sheet, the District or the DSA. The Inspector shall transmit all such samples to the Laboratory for analysis upon completion of all such test and special inspection. The Inspector shall retain a copy of all results and shall transmit a copy of all results and each test or inspection to the DSA, the Project Architect, the Project Manager and the District.
- 1.2.3.14 The District and all Districts projects are "drug-free" and "smoke-free" workplaces and, as such, require that all persons at the Project sites (including the Consultant) be subject to the requirements mandated by California Government Code Sections 8350, et seq. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of the payments or termination for failure to comply with such Act. The Consultant shall cause the removal of any personnel working on the Project site in violation of the Act.
- 1.2.3.15 Providing notice of specific benchmarks during the course of construction to DSA, the State Fire Marshall ("SFM"), the District and the Architect, including (1) forty-eight hours notice of the date Project work will be started where the work is under the jurisdiction of DSA; (2) forty-eight hours notice of the date on which the first foundation trench will be complete and ready for footing forms; (3) forty-eight hours notice of the first pour of concrete; (4) notice of any suspension of Project work for a period greater than two weeks; (5) forty-eight hour notice of when any new phase of work is to be started, including (a) structural steel; (b) wood framing; (c) lathe and plaster; (d) painting; and (e) tile work; (6) forty-eight hour notice of the first or principal tests electric, water, gas and / or sewer pipes; (7) notice of any hazard to persons or property, such as the occurrences of any serious accident, fire or failure of any form work or scaffolding, immediately upon such occurrences, (8) any comments regarding conflicts in work, and suggestions made by official representatives of DSA, SFM, public authorities, utility companies, or the District;
- 1.2.3.16 Issuing notices of non-compliance to the Contractor, with copies to the Architect and the District, for any deviations from the requirements of the Contract Documents, and preparation of a log of all discussions of such deviations. Consultant shall take special care to insure that he/she does not issue instructions to the Contractor that will result in claim for extra compensation or a claim for an extension in the time of Contract completion;
- 1.2.3.17 Verification that all subcontracted work is done by licensed subcontractors who are listed in the Contract Documents and/or specially approved by the District.
- 1.2.3.18 Allowing changes from contract Documents to proceed only when either a full Change Order is in place or upon receipt of a Preliminary Change Order, based upon DSA informal approvals or at the direction of the District.

Professional Services Contract

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

Notice: This page includes two separate forms.

Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Attach proof of general liability and workers' compensation insurance
Contractors with no employees	<ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input checked="" type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

CONTRACTOR Name: KDI CONSULTANTS INC

Contractor Signature: [Signature] Date: 4/29/10

Print Name and Title: KENNETH DE CARLO PRINCIPAL

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

1. Contract is for less than \$15,000
2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name: _____

Contractor Signature: _____ Date: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DB
KDICO-1

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

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

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

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Allied Insurance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

<p>Name of Person(s) or Organization(s): OAKLAND UNIFIED SCHOOL DISTRICT TIMOTHY E WHITE ASSISTANT SUPERINTENDANT</p>
--

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

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

Copyright, Insurance Services Office, Inc., 1998

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DB DATE (MM/DD/YYYY)
 KDICO-1 04/01/10

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

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

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

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

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

CANCELLATION
 NONE111
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Jeanne Kilkenny-Turk *JKT 1/25*

POLICY NUMBER: ACP7804334300

COMMERCIAL GENERAL LIABILITY
CG 70 57 10 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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

Project Name:

Project Location:

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

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

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

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

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

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

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

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

RE: CG7057

28 (01-86)

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

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

PROJECT ADDRESS:
955 HIGH ST
OAKLAND CA 94601-4404

28 (01-86)

ACP GLO 7804334300

LANY 10089

AGENT COPY

78 0019935



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-2009

GROUP:
POLICY NUMBER: 1888377-2009
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 10-01-2010
10-01-2009/10-01-2010

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

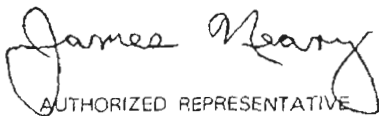
NB

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

This policy is not subject to cancellation by the Fund except upon 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

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

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

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

EMPLOYER

KDI CONSULTANTS INC.
PO BOX 1113
BENICIA CA 94510

NB

PRINTED : 09-17-2009

M0409

PROFESSIONAL SERVICES CONTRACT ROUTING FORM

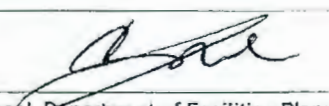
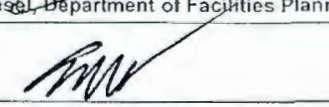
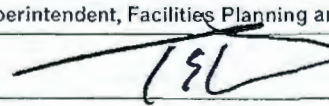
Project Information			
Project Name	Lowell Middle School Modernization	Site	Lowell Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance,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

Contractor Information			
Contractor Name	KDI Consultants, Inc.	Agency's Contact	Kenneth DeCarlo
OUSD Vendor ID #	V057341	Title	Project Manager
Street Address	5111 Telegraph Avenue, Suite 144	City	Oakland State CA Zip 94609
Telephone	510-333-6521	Policy Expires	4-1-2011
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 #	06004		

Term			
Date Work Will Begin	May 27, 2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	May 1, 2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$185,250.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2049901810	6235	\$185,250.00
				\$

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	Charles Love	Phone	510-879-8389 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	5-3-10
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	5.3.10
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	

PROFESSIONAL SERVICES CONTRACT ROUTING FORM

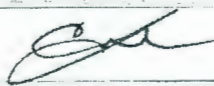

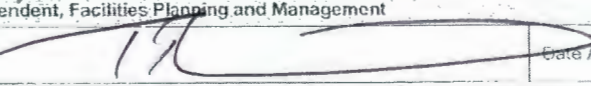
Project Information			
Project Name	Lowell Middle School Modernization Project	Site	Lowell Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability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

Contractor Information			
Contractor Name	KDI Consultants, Inc.	Agency's Contact	Ken DeCarlo
OUSD Vendor ID #	V057341	Title	Inspector of Record
Street Address	5111 Telegraph Avenue, Suite 144	City	Oakland State CA Zip 94609
Telephone	510-333-6521	Policy Expires	9-4-2011
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 #	06004		

Term			
Date Work Will Begin	5-1-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	5-1-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$356,250.00
Pay Rate Per Hour (1 Hourly)	\$	If Amendment, Changed Amount	\$171,000.00
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2049901811	6235	\$171,000.00
				\$

Approval and Routing (in order of approval steps)			
<small>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.</small>			
	Division Head	Charles Love	Phone: 510-535-7081 Fax: 510-879-3673
1.	Capital Program Contract & Accounting Manager	Signature: 	Date Approved: 9-15-11
2.	General Counsel, Department of Facilities Planning and Management	Signature: 	Date Approved: 9-17-11
3.	Assistant Superintendent, Facilities Planning and Management	Signature: 	Date Approved:
4.	President, Board of Education	Signature:	Date Approved:

