

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	22-0833
Introduction Date	4-27-22
Enactment Number	22-0736
Enactment Date	4-27-2022 CJH



## Memo

**To** Board of Education

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

**Board Meeting Date** April 27, 2022

**Subject** Agreement for Inspector of Record Services for Construction – King Construction Inspection, Inc. – Castlemont High School Field and Bleachers Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education Agreement for Inspector of Record Services for Construction by and between the **District** and **King Construction Inspection, Inc.**, Berkeley, California, for the latter to provide DSA Inspector of Record Services, for the **Castlemont High School Field and Bleachers Project**, in the not to-exceed amount of **\$113,602.50**, which includes a not-to-exceed contingency fee of **\$10,327.50** for additional services, with work scheduled to commence on **April 28, 2022**, and scheduled to last until **February 28, 2023**, pursuant to the Agreement.

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

**LBP (Local Business Participation Percentage)** 50.00%

**Recommendation** Approval by the Board of Education Agreement for Inspector of Record Services for Construction by and between the **District** and **King Construction Inspection, Inc.**, Berkeley, California, for the latter to provide DSA Inspector of Record Services, for the **Castlemont High School Field and Bleachers Project**, in the not to-exceed amount of **\$113,602.50**, which includes a not-to-exceed contingency fee of **\$10,327.50** for additional services, with work scheduled to commence on **April 28, 2022**, and scheduled to last until **February 28, 2023**, pursuant to the Agreement.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Agreement
- Scope of Work
- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**

**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**Legislative File ID No. 22-0833**

**Department: Facilities Planning and Management**

**Vendor Name: King Construction Inspection, Inc.**

**Project Name: Castlemont High School Field and Bleachers Project**

**Project No.: 17115**

**Contract Term: Intended Start: 4-28-2022**

**Intended End: 02-28-2023**

**Total Cost Over Contract Term: \$113,602.50**

**Approved by: Tadashi Nakadegawa**

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

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

This consultant was selected through RFP, specialized services and experience of Inspector of Record services based on demonstrated competence and professional qualifications 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.**

King Construction Inspection, Inc., will provide DSA Inspector of Record Services, for the Castlemont High School Field and Bleachers Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

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

## AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

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This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective April 28, 2022, by and between the **Oakland Unified School District** (“District”) and **KING CONSTRUCTION INSPECTION, INC.** (“Inspector”), with respect to the following recitals:

- A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of a construction project at Castlemont High School Field and Bleacher (“the Project”), which requires ongoing inspection.
- B. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as an Inspector of Record (Project Inspector) and has or can obtain the approval of the California Division of the State Architect (“DSA”) to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.
- C. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. **Inspection Services.** Inspector agrees to provide the services described in this Agreement (“Basic Services”) in a professional and competent manner and in accordance with the terms of this Agreement. Inspector may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.
2. **Term of Agreement and Payment.** The term for performance of the Services shall be the duration of the Project (“Term”), and Inspector shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of February 28, 2023, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in *Exhibit A* for Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents

before signing off any block or section of a DSA inspection card, (c) notifying DSA when work proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

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

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

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

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

7. **Indemnity.** Inspector shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action

and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Inspector's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

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

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

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

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

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

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

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

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

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

**Comprehensive General Liability**

Personal Injury:

\$2,000,000 Each Occurrence

\$4,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

**Comprehensive Automobile Liability**

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

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

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least Two Million (\$2,000,000) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).

**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: King Construction Inspection, Inc.  
1626 Beverly Place  
Berkeley, California, 94707

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

13. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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

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

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

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

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

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

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

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

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

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

24. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to

include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

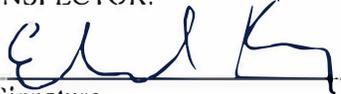
25. Inspector shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

26. The following forms, attached to the proposal, are incorporated into the contract:

- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

INSPECTOR:

 3/25/2022  
Signature Date

President Edward King  
Title & Name

OAKLAND UNIFIED SCHOOL DISTRICT:

G.S.O. Yee 4-28-2022  
Gary Yee, President Date  
Board of Education

Kyla Johnson-Trammell 4-28-2022  
Kyla Johnson-Trammell, Secretary, Date  
Superintendent Board of Education

Tadashi Nakadegawa 3/31/2022  
Tadashi Nakadegawa, Deputy Chief, Date

Agreement for Inspection of Record Services for Construction- King Construction Inspection, Inc. - Castlemont High School Field and Bleacher Project - \$113,602.00

**Approved As To Form:**

Kelly M. Rem 3/31/22  
OUSD Facilities Legal Counsel Date

**EXHIBIT A**

**Payments**

For the Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated according to its hourly rate schedule (see attached).

For Basic Services, Inspector's total compensation shall not exceed **ONE HUNDRED THREE THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$103,275.00)**, which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its January 26, 2022, 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 **TEN THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS AND 50/100 (\$10,327.50)**.

The total price under this Agreement for Basic and Additional Services shall not exceed **ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED TWO DOLLARS AND 50/100 (\$113,602.50)**.

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.

### 3 | BILLING RATES

DSA Class 1 Inspector.....	\$140.00 / hour
DSA Class 2 Inspector.....	\$135.00 / hour
DSA Class 3 Inspector.....	\$130.00 / hour
Project Manager.....	\$165.00 / hour
Clerical/Administrative.....	\$ 62.00 / hour

- KCI's services are provided on a 4 hour minimum basis for part time work, includes project reporting time and travel.
- Overtime and weekend work (if needed) is billed at a multiplier of 1.32.
- The rates quoted are good until December 30, 2022, at which time there will be a COLA adjustment of 3.5%, and every year thereafter.
- Parking and reimbursable expenses are billed at cost.
- Travel time and mileage are not charged to the project site, only when inspections require driving between project sites.

#### **FEE PROPOSAL - KCI Lump Sum Fee Proposal for Castlemont HS Field & Bleachers, Oakland USD.**

Our Fee Proposal is based on the estimated project schedule provided in the RFP: May 26, 2022 to December 30, 2022. Given the \$7.2 Million Estimated Construction Cost and the welding/structural steel component of the onsite bleacher installation, we believe that five 4 hour visits per week plus an estimated 4 week period of 8 hours/day during the bleacher installation, plus 20 hours of mobilization/close out time, will be sufficient to cover this project. Therefore the breakout is as follows:

30 weeks @ 20 hrs/week = 600 hours

4 weeks with an additional 20 hrs/week for the bleacher installation = 80 hours

20 hrs of mobilization/close-out each = 40 hours

John Opacic, DSA Class 1	720 hours @ \$140/hr	=	\$100,800.00
Edward King, PM	15 hrs @ \$165/hr	=	<u>\$ 2,475.00</u>
Sub-Total			\$103,275.00

KCI's Lump Sum billing will be divided into 7 separate months at \$14,753.57/month. Please note that if the Construction Schedule is extended (once the project starts), KCI will need to request a

Change Order in the amount of \$3,442.50/week for each week that the project is extended. However, note that if only the project start is delayed, there will not be a cost change effect.

10% Contingency (with prior approval only) \$ 10,327.50

Total Contract Request \$113,602.50



**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** August 9, 2021

**To:** Colland Jang

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Waiver

DSA Certified Inspectors for Various Measure Y Bond Program School Sites

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As required by the Oakland Unified School District's Local Business Policy, a review of the approved certifying agencies local business databases was conducted to identify potential certified firms for this project.

NAICS Codes:

- **DSA Certified Project Inspectors of Alameda County Database**
  - LBE (or equivalent) - 4
  - SLBE (or equivalent) - 1

Based on the lack of availability of certified Small Local firms it is our recommendation to waive the Small Local Business Enterprise component of the Local Business Policy requirement for the above referenced project.

Cc: Kenya Chatman  
Tadashi Nakadegawa

Local Business Utilization Program Consultants





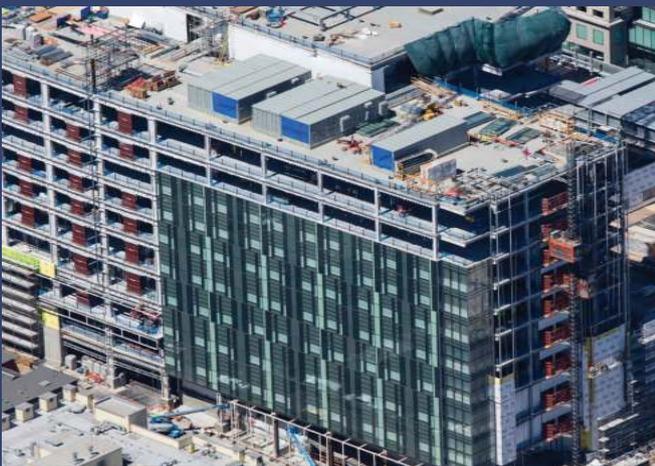
*Proposal for*

# DSA CERTIFIED PROJECT INSPECTORS FOR CASTLEMONT HIGH SCHOOL FIELD AND BLEACHERS



# OAKLAND UNIFIED SCHOOL DISTRICT

January 26, 2022



**KCI** Inc  
King Construction Inspection, Inc.

**ANTHONIO** Inc.

## 2 | STATEMENT OF QUALIFICATIONS

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## 2.1.) LETTER OF INTEREST

January 26, 2022

Oakland Unified School District  
Tadashi Nakadegawa  
Deputy Chief Department of Facilities Planning and Management  
955 High Street, Oakland, CA 94601

### **Subject: DSA Certified Project Inspectors for Castlemont High School Field and Bleachers**

Dear Mr. Nakadegawa,

The Oakland Unified School District requires a knowledgeable and responsive DSA-certified Inspector of Record to oversee the quality of materials and construction for the District's Castlemont High School Field and Bleachers project.

Since 1986, King Construction Inspection, Inc. (KCI) has provided IOR Services for various school projects throughout the Bay Area. KCI has a staff of certified DSA and OSHPD inspectors that regularly provide Quality Assurance inspection for projects of any size and complexity. Some of our clients include: West Contra Costa, San Francisco, San Carlos Unified School Districts; City College of San Francisco and Peralta Community College District, among many others. We are currently providing IOR Services on the Laney College Locker Room Relocatable, Phase 1 project.

For this RFQ/P, we propose the following personnel:

- Winnifred (Winnie) Solis, DSA Class Two Inspector of Record (KCI)
- John Opacic, DSA Class One Inspector of Record (Backup IOR for KCI)
- Edward King, Principal Project Manager (KCI)
- ANTHONIO, Inc., Subcontractor, (City of Oakland SLBE)

**If awarded this contract, KCI will utilize ANTHONIO, Inc. as our SLBE Subcontractor. ANTHONIO, Inc. will provide 50% of the total volume of work.**

KCI received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. KCI has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, KCI has no objections to the use of the Agreement.

KCI certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

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DSA-CERTIFIED INSPECTOR OF RECORD SERVICES

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CASTLEMONT HIGH SCHOOL FIELD AND BLEACHERS

Should you have any questions, or require any additional information, please contact our office at (415) 341-7413. We appreciate the opportunity to provide this proposal and look forward to the possibility of working with you and your staff.

Sincerely,



Edward L. King, Principal Project Manager  
King Construction Inspection, Inc.  
1626 Beverly Place  
Berkeley, CA 94707  
(415) 341-7413

### 3 | BILLING RATES

DSA Class 1 Inspector.....	\$140.00 / hour
DSA Class 2 Inspector.....	\$135.00 / hour
DSA Class 3 Inspector.....	\$130.00 / hour
Project Manager.....	\$165.00 / hour
Clerical/Administrative.....	\$ 62.00 / hour

- KCI's services are provided on a 4 hour minimum basis for part time work, includes project reporting time and travel.
- Overtime and weekend work (if needed) is billed at a multiplier of 1.32.
- The rates quoted are good until December 30, 2022, at which time there will be a COLA adjustment of 3.5%, and every year thereafter.
- Parking and reimbursable expenses are billed at cost.
- Travel time and mileage are not charged to the project site, only when inspections require driving between project sites.

#### **FEE PROPOSAL - KCI Lump Sum Fee Proposal for Castlemont HS Field & Bleachers, Oakland USD.**

Our Fee Proposal is based on the estimated project schedule provided in the RFP: May 26, 2022 to December 30, 2022. Given the \$7.2 Million Estimated Construction Cost and the welding/structural steel component of the onsite bleacher installation, we believe that five 4 hour visits per week plus an estimated 4 week period of 8 hours/day during the bleacher installation, plus 20 hours of mobilization/close out time, will be sufficient to cover this project. Therefore the breakout is as follows:

30 weeks @ 20 hrs/week = 600 hours

4 weeks with an additional 20 hrs/week for the bleacher installation = 80 hours

20 hrs of mobilization/close-out each = 40 hours

John Opacic, DSA Class 1	720 hours @ \$140/hr	=	\$100,800.00
Edward King, PM	15 hrs @ \$165/hr	=	<u>\$ 2,475.00</u>
Sub-Total			\$103,275.00

KCI's Lump Sum billing will be divided into 7 separate months at \$14,753.57/month. Please note that if the Construction Schedule is extended (once the project starts), KCI will need to request a

Change Order in the amount of \$3,442.50/week for each week that the project is extended. However, note that if only the project start is delayed, there will not be a cost change effect.

10% Contingency (with prior approval only) \$ 10,327.50

Total Contract Request \$113,602.50

## 4 | LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

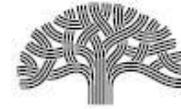
KCI works with subcontractors that hold each and every project of high importance. Our goal is to keep projects on schedule and within budget. **If awarded this contract, KCI will utilize ANTHONIO, Inc. as our City of Oakland SLBE Subcontractor who will perform 50% of the total volume of work which meets the 50% LBU participation goal.** To provide IOR project continuity, given that KCI's IOR is a consultant, we plan to have Winnie subcontract directly for Anthonio, Inc. for the first ½ of the project to fulfill the SLBE goals, then work for KCI for the final ½ of the project.

ANTHONIO, Inc., a Corporation, was founded by Tony Ogbeide in the late 1990's to provide engineering, construction management, and inspection services to public and private agencies in California. Tony worked for many major public agencies and private engineering and construction management firms prior to starting ANTHONIO, Inc. Tony is an Engineer, licensed General Contractor and a licensed DSA Project Inspector. He has almost 40 years in the engineering and construction industry experience.

The firm has performed various level of construction inspection services for Oakland Unified School District (OUSD) since 2003 and Peralta Community College District (PCCD) in their four (4) college campuses (Laney, Merritt, College of Alameda and Berkeley City College).

ANTHONIO's inspection staff has performed many successful inspections on various simple and complex school projects in Northern California including K-12 Schools and Community Colleges. Every inspector has personal knowledge and relationship with DSA staff and Field Engineers at DSA offices in Oakland and Sacramento. His inspectors have an average of over 20 year's experiences.

## Department of Workplace and Employment Standards



City of Oakland

31-Mar-2021

Certification Number **7382**

### **Antonio, Inc.**

Tony Ogbeide  
333 Hegenberger Rd. Suite 206  
Oakland, CA 94621

RE: Certification/Recertification with the City of Oakland's Local/Small Local For Profit and Not For Profit Business Enterprise Program

Dear Tony Ogbeide:

Based on the Department of Workplace and Employment Standards review of the documents submitted, it has been determined that your firm meets the Local and Small Local Business requirements for certification/recertification. As a result of that review your firm has been certified/recertified as a:

### **\* SMALL LOCAL BUSINESS ENTERPRISE**

This certification will expire on **03-31-2023**

Your primary NAICS code 541330: Engineering Services

The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at [enettles@oaklandca.gov](mailto:enettles@oaklandca.gov), and refer to the Certification Number as it appears above.

Very truly yours,

Shelley Darensburg  
Contract Compliance Supervisor

Dalziel Building | 250 Frank H. Ogawa Plaza, 3rd Floor, Suite 3341 | Oakland, CA 94612

TEL: (510) 238-3970 | FAX: (510) 238-3363 | TDD: (510) 238-2007

DSA-CERTIFIED INSPECTOR OF RECORD SERVICES

CASTLEMONT HIGH SCHOOL FIELD AND BLEACHERS

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

Prime Consultant:  
RFQ/P: DSA Certified Project Inspector  
Date: 1/25/2022

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland or other approved agency. Certification Number and Expiration Date.
Prime Company: KCI, Inc. Address: 1626 Beverly Place Berkeley, CA 94707 Phone: (415) 341-7413 Email: eking@inspection-services.net	50%				
Company: ANTHONIO, Inc. Address: 333 Hegenberger Rd., Suite 206 Oakland, CA 94621 Phone: (510) 798-4202 Email: togbeide@aob-inc.com			50%		Certification No: 7382 Expires: 3/31/2023
Company: Address:  Phone: Email:					
<b>TOTAL PARTICIPATION</b>	50%		50%		

Approval – LBU Compliance Officer

RFQ/P DSA Certified Project Inspectors  
Castlemont High School Field and Bleachers Project

## | APPENDIX

### Firm History

Since 1986, KCI has provided IOR services. Based in Berkeley, CA, we have provided IOR services for various school districts throughout California. Some of our clients include San Francisco, West Contra Costa, San Carlos Unified School Districts, City College of San Francisco and Peralta Community College District, among many others. We have a pool of 5-10 certified DSA and OSHPD inspectors that regularly provide project inspector services for projects of any size and complexity. Our Project Inspectors are versed in local building codes, and are extremely knowledgeable with the requirements of Title 24 of the California Building Code for school projects and with the requirements of OSHPD for hospital construction projects.

### Approach

KCI knows a solution-minded approach is important to keeping a wide range of projects on schedule and on budget. Our goal is to create an inspection process that will empower and facilitate the IOR Team, Design Team, Owner and Contractor to be efficient and effective during construction. The following are some of the techniques, which will be employed:

- Anticipate the demands of the project schedule and provide the necessary staffing to prevent any schedule impacts by the IOR Team.
- Identify potential problems early and notify the appropriate party for quick and expeditious resolution.
- Provide the IOR Team with the most current documentation.
- Be prepared to perform at any time, any day.
- Track construction and document discrepancies and find a resolution.
- Our team has the resources to adequately staff several task orders/projects concurrently due to its pool of qualified inspectors even the toughest construction schedule demands.

Many of the inspectors working for our team have been working with us for over ten years. Our principals and inspectors work well together as a team, helping each other when necessary, ensuring smoothly running projects that are completed on time.

## Firm's Philosophy

KCI knows it is important to keeping a wide range of projects on schedule and on budget. With a fast-paced project, regular communication and collaboration with the IOR Team, Design Team, Contractor and the District will be critical.

KCI believes it is very important to meet with the General Contractor and their major Subcontractors to discuss the Quality Control and Quality Assurance responsibilities in regards to the specified inspection and testing requirements, which can vary from project to project: are they to be done by the Owner's QA or by the Contractor's QC? And how will these inspections be scheduled and documented? We believe it is very important to have a written Inspection Request system initiated by the Contractor notifying the Inspection team 48 hours in advance, when they will be ready for a specific inspection. This same system can be used to document the results of the inspection as to what was inspected, whether the inspection passed or not, and if not, why did it fail. The results of these Inspection Requests can often be used by the Owner's PM to dispute delay and change order request claims.

We also believes that it is critical to sit down in a meeting at the beginning of the project, and again, prior to the start of each of the major subcontractor's scheduled activities: demolition, site grading, foundation, electrical, plumbing, structural steel, framing, fire sprinklers, fire alarm, hvac, etc. In these meetings we like to review the contract specifications for each subcontractor regarding who is responsible for inspection required in the Contract and by Code and discuss, in advance, any issues, concerns, comments about what to expect prior to getting started. Most General Contractor's understand that it is in their best interest to hold these meetings with their subcontractors because they often head off inspection/testing issues that may otherwise delay the project.

Communication is improved by developing an effective working relationship built on a thorough understanding of expectations, responsiveness, dependability and accountability.

## Project Schedule

KCI has a pool of experienced certified DSA and OSHPD inspectors that regularly provide IOR services for highly complex projects of any size and scope. The KCI team has a long history of working together and we have the resources to deliver high quality and responsive service to our clients. Since our offices are just 13 miles away from the project site located at 8601 MacArthur Boulevard in Oakland, we have the ability to respond immediately to requests and adapt to changes of each project. Our team has the ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the District's goal of moving projects into construction within the earliest possible timeframe. KCI is committed to help ensure that our team exceeds client expectations by providing superior IOR services personnel.

## Project Experience



### Laney College Locker Room Relocatable

**Duration:** 2021-Present

**Construction Value:** \$1.6 Million

**Project Description:** KCI is currently providing IOR services for the Laney College Locker Room Relocatable project, the relocation of a 2 locker room building, 6 classrooms and 2 toilet buildings.

**Reference:** Apeksha Gajjar; Swinerton; [AGajjar@swinerton.com](mailto:AGajjar@swinerton.com); (415) 214-2489

**Project Team:** Edward King (IOR Services Manager), Winnie Solis (IOR)



### City College of SF Modular Classrooms

**Completion Date:** 2019-2020

**Construction Value:** \$3M Million

**Project Description:** KCI is currently providing IOR services for the City College of San Francisco Modular Classrooms project. KCI will inspect the installation of 12 pre-DSA

approved modular. The work will continue to a Phase 3 which will consist of placing a maximum of 12 additional portables.

**References:** Marian Lam, Facilities Planning and Construction; City College of San Francisco; [MLam@ccsf.edu](mailto:MLam@ccsf.edu); (415) 452-5277

**Project Team:** Edward King (IOR Services Manager), Winnie Solis (IOR), Edward Poon (IOR)



### SFUSD Prop A 2003, 2006 & 2011 Bond

**Completion Date:** 2020

**Construction Value:** \$250 Million

**Project Description:** KCI has been fortunate enough to have been selected to provide IOR services for around 50 major and minor projects counting the 2005, 2008 and 2011 Bond Programs. Estimated total construction costs of over \$250 Million.

**Reference:** Andrea Dawson; Senior Project Manager; SFUSD; [DawsonA1@sfusd.edu](mailto:DawsonA1@sfusd.edu); (415) 241-6152

**Project Team:** Edward King (IOR Services Manager), Luis Mencos (IOR), Winnie Solis (IOR), John Opacic (IOR), Fred Whitney (IOR)



### Santa Clara Valley Medical Center

**Completion Date:** 2015-2019

**Construction Value:** \$400 Million

**Project Description:** The Santa Clara Valley Medical Center, Replacement Bed Building One is a 370,000 sq. ft., six-story hospital building. It accommodates Admitting Customer Service, Health Resource Center, and Rehabilitation Therapy Services for patients overcoming brain injury. It also includes 32 ICU beds, 32 Rehabilitation Center beds for spinal cord and brain injury patients, 32 Rehabilitation Center beds dedicated to patients with traumatic brain injuries, and 72 Acute-Care beds.

**Reference:** Ken Rado; Santa Clara County Capital, Programs Division;  
[Ken.Rado@faf.sccgov.org](mailto:Ken.Rado@faf.sccgov.org); (408) 793-5800

**Project Team:** Edward King (IOR Services), Edward Poon (IOR)



### City College of SF Academic Joint Use Facility

**Completion Date:** 2008-2011

**Construction Value:** \$82 Million

**Project Description:** KCI provided IOR services for the \$82M City College of SF Joint Use Facility. The new facility is 110,000 SF, three-story building, which accommodates classrooms, specialized laboratories, offices, study space and student development facilities, features a multitude of sustainable design elements and construction initiatives.

**Reference:** Marian Lam, Facilities Planning and Construction; City College of San Francisco; [MLam@ccsf.edu](mailto:MLam@ccsf.edu); (415) 452-5277

**Project Team:** Edward King (IOR Services Manager), Neil Broadford (IOR), Winnie Solis (IOR), Mark Pinelli (IOR)

## Resumes and Certifications

### WINNIFRED (WINNIE) SOLIS

*DSA-Certified Inspector of Record*

Winnie Solis has over 20 years of experience in various fields of engineering such as project management in structural steel fabrication and erection, quality and environmental management systems and project management and inspection for waterworks, sewerage and building construction. He is a certified Special Inspector and for the last six (6) years has performed Project Inspector duties for over five (5) school districts.

### EXPERIENCE

Sprinkler Pipe System, Fireproofing  
Soil Mechanics and Soil Compaction  
Reinforced and Prestressed Concrete, Shotcrete  
Structural Steel / Welding Inspection  
Structural Steel Project Management  
Structural Investigations  
Quality System Management / Assessment  
Environmental System Management / Assessment  
Waterworks & Sewerage Project Management / Inspection

### PROJECT EXPERIENCE

**Laney College Locker Room Relocatable, Phase 1:** 2021-Present, \$1.6 Million

**Contact:** Apeksha Gajjar, Swinerton, agajjar@swinerton.com (415) 214-2489

- KCI is currently providing IOR services for the Laney College Locker Room Relocatable Phase 1 project, the relocation of a 2 locker room building, 6 classrooms and 2 toilet buildings.
- Project Inspector

**Project Inspector Services for the San Francisco USD: San Francisco Unified School District Prop A 2003, 2006 & 2011 Bond Program:** 2015, \$250 Million

**Contact:** Andrea Dawson, SFUSD, dawsonA1@sfusd.edu, (415) 241-6152

- Provide IOR services for the San Francisco USD 2005, 2008 and 2011 Bond Program. Estimated total construction costs of over \$250 Million.
- Project Inspector

### EXPERIENCE

28 Years

### CERTIFICATIONS

DSA Class 2 Inspector  
#5541

OSHPD A Inspector  
#20643

AWS Certified Welding  
Inspector #07061281

ACI Concrete Field  
Testing Tech-Grade I

Nuclear Gauge Testing &  
Radiation Safety

ICC Reinforced Concrete  
Special Inspector

ICC Structural Steel/  
Welding

CALTRANS Certified for:  
Aggregates and Soils  
Concrete

California Test Methods:  
105, 201, 202, 521, 533,  
539, 540

### EDUCATION

BS Civil Engineering, 1984,  
University of Santo Tomas,  
Manilla, Philippines

MS Sanitary Engineering  
1993 and

BS Sanitary Engineering  
1986, National University,  
Manila, Philippines

**JOHN OPACIC***DSA-Certified Inspector of Record***PROJECT EXPERIENCE****Natomas K-8 Conversion Jefferson School: 2021-Present, \$30M****Contact:** Noe Lopez, Natomas Unified School District  
(916) 600-6570, [nlopez@natomasunified.org](mailto:nlopez@natomasunified.org)

- 15,600 SF multipurpose building 2 classrooms modular classroom buildings
- Inspector of Record

**Sheldon High School: 2019, \$3M****Contact:** Michael Bean, Elk Grove Unified School District, (916) 686-7711, [mbean@egusd.net](mailto:mbean@egusd.net)

- Replacement of 130 AC units, 21 heat pumps, 27 exhaust fans, 112 relief vents, structural sistering of joists, ADA upgrades to parking lot.
- Inspector of Record

**Kaiser Permanente: 2012-2021; \$200,000 - \$32,000,000 varied per project****Contact:** Peter Guisti, Kaiser, (415) 310-2376,  
[Peter.D.Guisti@kp.org](mailto:Peter.D.Guisti@kp.org)

- Various projects including ED Expansion, Pathology, GI, Mech., Radiology, UPS and ADA Upgrades, New VOIP Install and LED site lighting

**EXPERIENCE**

25 Years

**CERTIFICATIONS**OSHPD-Certified Hospital  
Inspector Class A  
Certificate # A-20289DSA-Certified Project  
Inspector Class 1  
Certificate # 6130IFC Premier Firestopping  
Certification

## EDWARD KING

### *Principal Project Manager*

Ed started his career in testing and inspection in as an underwater NDT technician working overseas in the offshore oil industry. In 1983, Ed put his NDT skills to use for a testing agency in San Francisco on numerous high-rise construction projects and became proficient in concrete, masonry, and steel inspection. In 1986, Ed became state certified as a hospital inspector and started a small consulting business called Inspection Services. From 1987-1993, Ed performed consulting work as a construction manager and inspector on hospital and school projects throughout the Bay Area.

## EXPERIENCE

Visual Welding Inspection  
 Welding Qualifications and Procedures  
 Magnetic particle Testing  
 High Strength Bolting  
 Concrete placement and sampling  
 Reinforcing steel placement  
 Source Inspections  
 Infrared Testing

## PROJECT EXPERIENCE

### **Highland Hospital Expansion: 2011-2021, \$431M**

Contact: Tom McKimmy GSA Senior PM (510) 208-3990

- Three phase project consisting of new 3-story Highland Care pavilion campus, new 9-story 169 bed Acute Care Tower and the demolition of Building H and the construction of Link Building
- Inspector of Record Project Manager

### **San Francisco Unified School District On-Call IOR Services:**

2005-2015, \$250M

- KCI has been fortunate enough to have been selected to provide IOR services for around 50 major and minor projects counting the 2005 Bond, the 2008 Bond, and now the 2011 Bond. Estimated total construction costs of over \$250 Million
- IOR Services Manager

## EXPERIENCE

35 Years

## CERTIFICATIONS

DSA / ORS Approved  
 Inspector for Relocatable  
 Buildings

OSHPD Class A #10410

Licensed Inspector

International Code  
 Council (ICC):  
 Reinforced Concrete  
 Structural Steel / Welding  
 Plumbing and  
 Mechanical

ASNT Level III Magnetic  
 Particle and Ultrasonic  
 Testing

## EDUCATION

BA, US International  
 University, San Diego, CA

**DSA-CERTIFIED INSPECTOR OF RECORD SERVICES**

CASTLEMONT HIGH SCHOOL FIELD AND BLEACHERS

**Inspector Name:** Solis, Winnifred

**County:** Contra Costa

**Phone:** (925) 727-9333

Certification		Number
Glulam	No	
Masonry	No	
Inplant	No	
Class 1	No	
Class 2	Yes	5541
Class 3	OK	
Class 4	OK	
Shotcrete	No	

**Inspector Name:** Opacic, John

**County:** Placer

**Phone:** (925) 353-0682

Certification		Number
Glulam	No	
Masonry	No	
Inplant	OK	
Class 1	Yes	6130
Class 2	OK	
Class 3	OK	
Class 4	OK	
Shotcrete	No	





## DESIGN PROFESSIONAL BLANKET ADDITIONAL INSURED NOTICE - BUSINESS LIABILITY COVERAGE FORM

Thank you for being a customer of The Hartford.

This Notice is being provided to highlight the following important provisions included in your Business Liability Coverage Form, SS 00 08 04 05.

### I. ADDITIONAL INSUREDS WHEN REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following provisions in Section C. **WHO IS AN INSURED:**

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

#### d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

#### f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

Please be advised that if SS 51 13 Exclusion - Engineers, Architects Or Surveyors Professional Liability - California and SS 51 14 Additional Insured Provisions - California are on the Policy, the above-referenced Subparagraph (2) of Paragraph **d. Architects, Engineers Or Surveyors** and Subparagraph (2) of Paragraph **f. Any Other Party** which contains professional liability exclusionary language has been amended. Please see SS 51 13 and SS 51 14 for details.

## II. OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE WHEN REQUIRED BY CONTRACT

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

#### (7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

#### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

### **III. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS:**

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

##### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

##### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Please be advised that this Notice is not a Policy form and does not grant or alter coverage, or change any terms or conditions of the Policy. Please be sure to read your Policy carefully including all endorsements attached to your Policy. If there is any conflict between this Notice and the Policy, the provisions of the Policy will apply.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Castlemont High School Field and Bleachers Project	<b>Site</b>	301
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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.**

<b>Attachment Checklist</b>	<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	King Construction Inspection, Inc.	Agency's Contact	Edward King		
OUSD Vendor ID #		Title	Manager		
Street Address	1626 Beverly Place	City	Berkeley	State	CA Zip 94707
Telephone	510-333-6521	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	17115				

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-28-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	02-28-2023
		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)	\$113,602.50
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
9650/9739	Fund 21, Measure J	210-9650-0-9739-8500-6235-301-9180-9905-9999-17115	6235	\$113,602.50

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	Signature <i>K. Chatman</i>	Date Approved	3/31/2022		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature <i>Kelly M. Kern</i> <small>Lozano Smith, as to form only</small>	Date Approved	3/31/22		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	Signature <i>K. Chat for T. Nakadegawa</i>	Date Approved	3/31/2022		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature <i>G. Yee</i> Gary Yee	Date Approved	4-28-2022		