

Board Office Use: Legislative File Info.	
File ID Number	20-1452
Introduction Date	8-26-2020
Enactment Number	20-1312
Enactment Date	8/26/2020 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date August 26, 2020

Subject Amendment No. 4, Independent Consultant Agreement for Professional Services - KDI Consultants, Inc. - Madison Park Academy Expansion Project

Action Requested Approval by the Board of Education of Amendment No. 4, an Independent Consultant Agreement for Professional Services between the District and KDI Consultants, Oakland CA, for the latter to provide additional construction activities, which consists of re- inspections and additional DSA inspection services as required by the Department of State Architects under their Contract Amendment Request, for the Madison Park Academy Expansion Project, in an additional amount of \$61,520.00, increasing Agreement not to exceed amount from \$794,900.00 to \$856,420.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant pursuant to the Amendment.

Discussion This Amendment is for a change to scope of work to include, additional inspections mandated by the Department of State Architects.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 4, an Independent Consultant Agreement for Professional Services between the District and KDI Consultants, Oakland CA, for the latter to provide additional construction activities, which consists of re- inspections and additional DSA inspection services as required by the Department of State Architects under their Contract Amendment Request, for the Madison Park Academy Expansion Project, in an additional amount of \$61,520.00, increasing Agreement not to exceed amount from \$794,900.00 to \$856,420.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant pursuant to the Amendment.

Fiscal Impact Fund 21, Measure B

Attachments

- Amendment No. 4
- Scope of work
- Insurance Certificate

AMENDMENT NO. 4 TO AN INDEPENDENT CONSULTANT FOR PROFESSIONAL SERVICES AGREEMENT

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 **February 24, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Madison Park Academy New Construction Project** as follows, and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Additional construction activities, which consists of re- inspections and additional DSA inspection services as required by the DSA under their Contract Amendment Request, as described in Exhibit A, attached to this Amendment.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an addition _____ and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Sixty-One Thousand, Five Hundred Twenty dollars No/100 (\$61,520.00)</u>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the contract price was <u>Seven Hundred Ninety-Four Thousand, Nine Hundred Dollars No/100(\$794,900.00)</u>, and after this amendment, the contract price will be: <u>Eight Hundred Fifty-Six Thousand, Four Hundred Twenty dollars No/100 (\$856,420.00)</u>.</p>			

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	10-24-2018	Term & Compensation	\$187,700.00
02	5-22-2019	Term & Compensation	\$191,990.00
03	12-11-2019	Term & Compensation	\$140,280.00

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 4 – KDI Consultants, Inc. – Madison New Construction - \$61,520.00

OAKLAND UNIFIED SCHOOL DISTRICTJody London, President,
Board of Education

8/27/2020

Date

Kyla Johnson-Trammell, Superintendent
Board of Education

8/27/2020

Date

Tadashi Nakadegawa, Interim Deputy
Chief, Facilities Planning and Management

7/30/20

Date

Approval as to form:

7/29/20

Arne Sandberg [name]

Date

General Counsel, Facilities, Planning and Management

CONTRACTOR

Contractor Signature

July 30, 2020

Date

Kenneth DeCarlo, CEO

Print Name, Title

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: KDI Consultants, Inc.

1. Detailed Description of Services to be provided: Additional construction activities, which consists of re- inspections and additional DSA inspection services as required by the DSA under their Contract Amendment Request, as described in the attached May 20, 2020 proposal.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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



EXHIBIT A

May 20, 2020

Kenya Chatman

Acting Director of Facilities

Oakland Unified School District

955 High St.

Oakland, CA 94601-4404

RE: Madison Park Academy Expansion Phase I & II DSA Inspector Contract Amendment Request #4

Ms. Chatman,

Attached herein is the request for additional funds regarding the aforementioned project due to additional construction schedule added to the project. This request is for additional DSA Inspection services as required by the DSA under our original agreement:

SCOPE OF SERVICES

COVID-19 precautions and delays have also impacted the completion schedule.

Current scheduled construction activities show an estimated completion date of December 31, 2020.

This and the numerous construction defects, errors, and reinspections require an additional DSA Project Inspector Contract Amendment Request.

Hourly rate is \$105 for IOR and \$65 for Admin.

Daily schedule of work is 7-3pm M-F

Closeout/punchlist period goes unchanged.

Subtotal of hours for IOR 416 along with 156 Admin hours.

CONTRACT AMENDMENT REQUEST AMOUNT ~ \$61,520

Sincerely,

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



KDICO-1

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

707-554-6080

PRODUCER
Vallejo Insurance Associates
P. O. Box 4446
Vallejo, CA 94590
Jeanne Kilkenny-Turk

CONTACT NAME: Jeanne Kilkenny-Turk

PHONE (A/C, No, Ext): 707-554-6080

FAX (A/C, No): 707-554-2198

E-MAIL ADDRESS: jkilkenny-turk@vallejoinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Nationwide Mutual Insurance Co

23787

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
The KDI Group Inc.
5111 Telegraph Ave Ste. 144
Oakland, CA 94609

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ACP7894334300	02/04/2020	02/04/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPB7894334300	02/04/2020	02/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of Insurance.

CERTIFICATE HOLDER

KDI GROUP INC.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeanne Kilkenny-Turk

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Park Academy New Construction Project	Site	215
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Basic Directions

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

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

Contractor Name	KDI Consultants, Inc.	Agency's Contact	Ken DeCarlo				
OUSD Vendor ID #	002377	Title	Manager				
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA	Zip	94621
Telephone	510-333-6521	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13124						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-24-2016	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2020
		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)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 61,520.00
Other Expenses		Requisition Number	

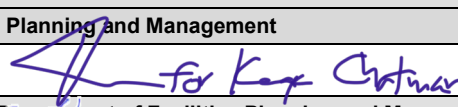
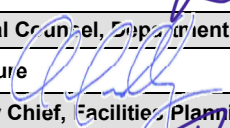
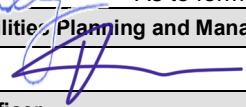
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799/9560	Fund 21, Measure J	210-9799-0-9560-8500-6235-215-9180-9901-9999-99999	6235	\$61,520.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature			Date Approved	7/10/20
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	 As to form only		Date Approved	7/29/20
3.	Deputy Chief, Facilities Planning and Management				
	Signature			Date Approved	7/10/20
4.	Chief Financial Officer				
	Signature			Date Approved	
5.	President, Board of Education				
	Signature			Date Approved	

Board Office Use: Legislative File Info.	
File ID Number	19-2390
Introduction Date	12-11-2019
Enactment Number	19-1784
Enactment Date	12/11/19 If



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 11, 2019

Subject Amendment No. 3, Independent Consultant for Professional Services for the Madison Park Academy New Construction Project to KDI Consultants, Inc.

Action Requested Approval by the Board of Education of Amendment No. 3 to the Independent Consultant Agreement for Professional Services between the District and KDI Consultants, Inc., Oakland CA, for the latter to provide the following amended services: Due to extended construction schedule, additional funds are needed to complete the work. The scope of work is for additional DSA inspection services as required by the DSA under their original agreement, for the Madison Park Academy New Construction Project, in an additional amount of \$140,280.00, increasing Agreement not to exceed amount from \$654,620.00 to \$794,900.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2019 and schedule to last until December 31, 2020 pursuant to the Amendment. The revised term end date is December 31, 2020.

Discussion This Amendment is for extended construction schedule, due to Surety Takeover process, additional funds are needed to complete the work. The scope of work is for additional DSA inspection services as required by the DSA under their original agreement. Also time extension for additional 366 days.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 3 to the Independent Consultant Agreement for Professional Services between the District and KDI Consultants, Inc., Oakland CA, for the latter to provide the following amended services: Due to extended construction schedule, additional funds are needed to complete the work. The scope of work is for additional DSA inspection services as required by the DSA under their original agreement, for the Madison Park Academy New Construction Project, in an additional amount of \$140,280.00, increasing Agreement not to exceed amount from \$654,620.00 to \$794,900.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2019 and schedule to last until December 31, 2020 pursuant to the Amendment. The revised term end date is December 31, 2020.

Fiscal Impact Fund 21, Measure J



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Attachments

- Amendment No. 3
- Insurance Certificate

AMENDMENT NO. 3 TO AN INDEPENDENT CONSULTANT FOR PROFESSIONAL SERVICES AGREEMENT

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 **February 24, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Madison Park Academy New Construction Project** 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> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Due to extended construction schedule, due to Surety Takeover process, additional funds are needed to complete the work. The scope of work is for additional DSA inspection services as required by the DSA under their original agreement as outlined in KDI Consultant's October 26, 2019, Contract Amendment Request.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>Three Hundred Sixty-six days (366)</u>, and the amended expiration date is <u>December 31, 2020</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>One Hundred Forty Thousand, Two Hundred Eighty dollars, (\$140,280.00)</u>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the contract price was <u>Six Hundred Fifty-Four Thousand, Six Hundred Twenty Dollars (\$654,620.00)</u>, and after this amendment, the contract price will be: <u>Seven Hundred Ninety-Four Thousand, Nine Hundred dollars and no/100 (\$794,900.00)</u>.</p>			

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	10-24-2018	Term & Compensation	\$187,700.00
02	5-22-2019	Term & Compensation	\$191,990.00

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 3 – KDI Consultants, Inc. – Madison New Construction - \$140,280.00

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng, President,
Board of Education

12/12/19

Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

12/12/19

Date

Timothy White, Deputy Chief
Facilities, Planning and Management

11/19/19

Date

Approval as to form:


Arne Sandberg
[name]

11/18/19

Date

General Counsel, Facilities, Planning and Management

CONTRACTOR



Contractor Signature

11/14/19

Date

Kenneth DeCarlo, CEO

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: KDI Consultants, Inc.

Detailed Description of Services to be provided: Due to extended construction schedule, due to Surety Takeover process, additional funds are needed to complete the work. The scope of work is for additional DSA inspection services as required by the DSA under their original agreement.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



October 26, 2019

William Newby
Project Manager
Oakland Unified School District
955 High St.
Oakland, CA 94601-4404

RE: Madison Park Academy Expansion Phase I & II DSA Inspector Contract Amendment Request #3

Dear Mr. Newby,

Attached herein is the request for additional funds regarding the aforementioned project due to additional construction schedule added to the project. This request is for additional DSA Inspection services as required by the DSA under our original agreement:

SCOPE OF SERVICES

Previous contract amendment was based on revised construction schedule showing a substantial completion date of September 6, 2019.

Current revised schedule based on Surety GC takeover agreement dated 10/16/2019 shows a completion date of January 31, 2020.

This and the numerous construction defects, errors, and reinspections require an additional DSA Project Inspector Contract Amendment Request.

Hourly rate goes unchanged, \$95 for IOR and \$55 for Admin.

Project duration on the amendment request, is an extension of 6 months from September 6, 2019 to March 6, 2020. This amendment includes a 6 day work week.

Daily schedule of work is 7-3pm M-S

Closeout/punchlist period goes unchanged and is per the original proposal (30 days - \$7,700)

Subtotal of hours for IOR 1032 along with 768 Admin hours.

CONTRACT AMENDMENT REQUEST AMOUNT ~ \$140,280

Sincerely,

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



KDICO-1

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vallejo Insurance Associates P. O. Box 4448 Vallejo, CA 94590 Jeanne Kilkeny-Turk	707-554-6080	CONTACT NAME: Jeanne Kilkeny-Turk PHONE (A/C, No, Ext): 707-554-6080 FAX (A/C, No): 707-554-2198 E-MAIL: jkilkeny-turk@vallejoinsurance.com ADDRESS:
INSURED KDI Consultants Inc. Kenneth DeCarlo 6111 Telegraph Ave Ste. 144 Oakland, CA 94609		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Co INSURER B: Nationwide Mutual Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 23787 23787

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	ACP7894334300	02/04/2019	02/04/2020	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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	ACPB7894334300	02/04/2019	02/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

Certificate holder is included as additional insured per the attached GL endorsement CG20100413 and auto endorsement CA20481013; as per written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School
District
Risk Management
1000 Broadway St. Ste 440
Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeanne Kilkeny-Turk

Jeanne Kilkeny-Turk

POLICY NUMBER: *ACP 7894334300*

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
OAKLAND UNIFIED SCHOOL DISTRICT ATTN.: RISK MANAGEMENT 1000 BROADWAY, STE 440 OAKLAND, CA 94607
Location(s) Of Covered Operations
1000 BROADWAY, STE 440 OAKLAND CA, 94607
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

All terms and conditions apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s): OAKLAND UNIFIED SCHOOL DISTRICT

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

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Thriving.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Park Academy New Construction Project	Site	215
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Basic Directions

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

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

Contractor Information

Contractor Name	KDI Consultants, Inc.	Agency's Contact	Ken DeCarlo				
OUSD Vendor ID #	002377	Title	Manager				
Street Address	7977 Capwell Drive, Suite 100	City	Oakland	State	CA	Zip	94621
Telephone	510-333-6521	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13124						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-24-2016	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2019
		New Date of Contract End (If Any)	12-31-2020

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 794,900.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 140,280.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799/9560	Fund 21, Measure J	210-9799-0-9560-8500-6235-215-9180-9901-9999-99999	6235	\$140,280.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	4/14/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	11/18/19		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	4/14/19		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	19-0906
Introduction Date	5-22-2019
Enactment Number	19-0764
Enactment Date	5/22/19 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students.

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

[Handwritten signature]
4/25

Board Meeting Date 5-22-2019

Subject Amendment No. 2 to AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICE between
Contractor: KDI Consultants, Inc.
Services For: Madison Middle School New Expansion Project

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 2 to
AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICE between
Oakland Unified School District and KDI Consultants, Inc.
Oakland, CA, for the latter to

To provide extended construction services and extension term date

for the period of 2-24-2016 through 12-30-2019 in an amount not to exceed
654,620.

Prior Contract The Agreement was previously approved by the Board on 10-24-2018 (Enactment No. 18-1622).

Modification This amendment modifies the scope of work, term and compensation.
All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact Funding resource(s): Fund 21, Measure B

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	19-0906
Introduction Date	5-22-2019
Enactment Number	19-0764
Enactment Date	5/22/19 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

AMENDMENT NO. 2 TO

AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES GREATER

This Amendment amends AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES GREATER between Oakland Unified School District (OUSD) and KDI Consultants, Inc. (Contractor) entered into on 2-24-2016 (OUSD Enactment No. 16-0286). 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> .
<p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> CONTRACTOR agrees to provide the following amended services:</p> <p>To provide extended construction services and extension to term date.</p>			

2.	Term (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If the term has changed: The contract term began on <u>2-24-2016</u> and expires on <u>6-30-2019</u>. The parties agree to extend the contract through <u>12-30-2019</u>.</p>			

3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>191,990</u> to original contract amount.</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount.</p> <p>The new contract total is <u>six hundred fifty-four thousand, six hundred twenty</u> Dollars (<u>654,620</u>)</p>			

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

5. **Amendment History:**

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

No.	OUSD Enactment No.	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	18-1622	scope of work, term and compensation.	\$
			\$
			\$

Amendment

6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Amiee Cuy
☒ President, Board of Education
☐ Superintendent
☐ Chief or Deputy Chief

5/23/19

Date

[Signature]
 Secretary, Board of Education

5/23/19

Date

CONTRACTOR

Ken DeCarlo 04/22/2019
 Contractor Signature Date

Ken DeCarlo CEO
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY - The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<u>[Signature]</u>		4/2/19
2. Resource Manager (if restricted funds)	<u>[Signature]</u>		
3. Network Superintendent/Executive Director	<u>[Signature]</u>		
4. Chief/Deputy Chief	<u>[Signature]</u>		
5. Legal (if increase takes contract above \$90,200)	<u>[Signature]</u> (as to form only)		5/16/19
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement - SPSA (required if using State or Federal Funds)

Please select:

- ☐ Action Item Included in Board Approved SPSA (no additional documentation required)-Item Number: _____
- ☐ Action Item added as modification to Board Approved SPSA - Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

To provide extended construction services and extension to term date.



February 6, 2019

William Newby
Project Manager
Oakland Unified School District
955 High St.
Oakland, CA 94601-4404

RE: Madison Park Academy Expansion Phase I & II DSA Inspector Contract Amendment Request

Dear Mr. Newby,

Attached herein is the request for additional funds regarding the aforementioned project due to additional construction schedule added to the project. This request is for additional DSA Inspection services as required by the DSA under our original agreement:

SCOPE OF SERVICES

Based on the revised construction shows a substantial completion date of September 6, 2019

Hourly rate goes unchanged, \$95 for IOR and \$55 for Admin.

Project duration on the amendment request, is an extension of 7 months. This amendment includes a 6 day work week.

Daily schedule of work is 7-3pm M-S

Closeout period goes unchanged and is per the original proposal (30 days - \$7,700)

Subtotal of hours for IOR 1442 along with 1000 Admin hours

CONTRACT AMENDMENT REQUEST AMOUNT ~ \$191,990

Sincerely,

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



OAKLAND UNIFIED SCHOOL DISTRICT

Empowering Schools, Thriving Students

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 2 to AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Directions	
Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.	
1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.	
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.	
3. If contract total amount has increased, the scope of work must change.	
4. OUSD contract originator creates new requisition with the original PO number referenced in the item description.	
When the contract amendment is approved, Procurement will add additional funds to the <u>original</u> Purchase Order.	
Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.

Contractor Information			
Contractor Name	KDI Consultants, Inc.	Contractor's Contact	Ken DeCarlo
OUSD Vendor ID #	002377	Title	CEO
Street Address	5111 Telegraph Ave #144	City, State	Oakland, CA
Telephone	510-737-8677	Zip Code	94609
		Email (required)	

Compensation and Terms			
Current Contract Amount	\$462,830.00	OUSD Vendor ID #	002377
Amount of Increase	191,990	Start Date of Original Contract	2-24-2016
Amount of Decrease		Current Term End Date	6-30-2019
New Total Contract Amount	654,820	New Requisition #	12-31-2019
	% Change		*Must be no more than five years from the start date

Budget Information (If you are planning to submit a contract using USF funds, please contact the State and Federal Office before completing this form)			
Requisition No.	Budget Number	Resource Name	Amount
	210-9799-0-9560-8500-6235-215-9180-9901-9999-99999	9799 9560	\$ 191,990.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History			
Agreement	OUSD Enactment #	Exact Name of Contract	Contract Amount
	16-0286	Madison Middle School New Expansion	\$274,930.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount
01	18-1622	Scope, Term & Compensation	187,700

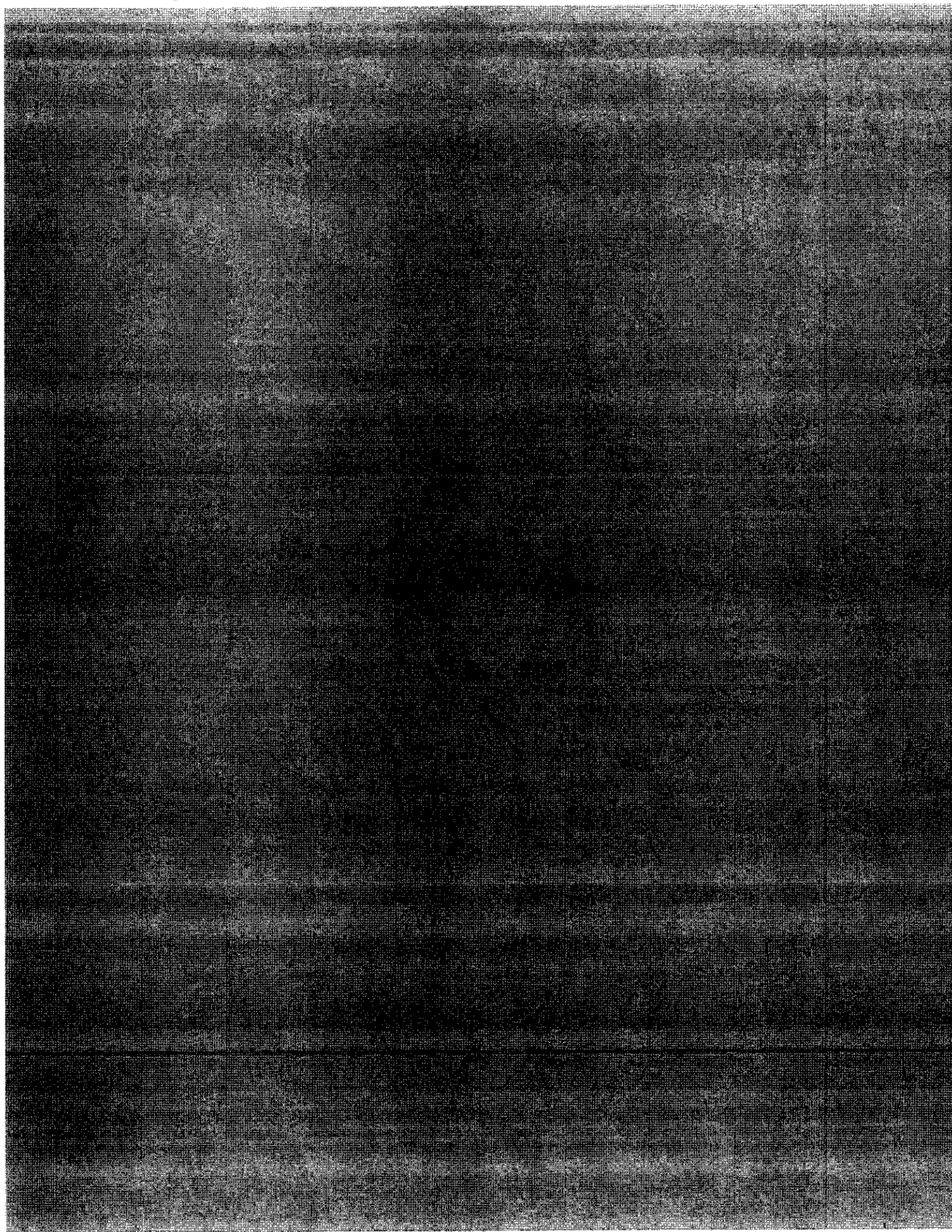
OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.org
Site/Dept. Name	Department of Facilities Planning and Management	Site #	918
		Phone	510-535-7038

Approval and Routing (In order of approval steps)			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			
2. Resource Manager (if restricted funds)			4/10/19
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			4/25
5. Legal (If increase takes contract above \$90,200)			5/11/19
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Rev. 8/16/18



Board Office Use: Legislative File Info.	
File ID Number	18-1990
Introduction Date	10-24-2018
Enactment Number	18-1622
Enactment Date	10/24/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Empowering Schools. Inspiring Students.

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date October 24, 2018
Subject Amendment No. 1 to AN INDEPENDENT CONSULTANT AGREEMENT
Contractor: KDI Consultants, Inc.
Services For: Madison Middle School Expansion - New Construction Project

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to
AN INDEPENDENT CONSULTANT AGREEMENT between
Oakland Unified School District and KDI Consultants, Inc.
Oakland, CA, for the latter to

To provide additional inspection services required for all DSA projects.

for the period of 2-24-2016 through 6-30-2019 in an amount not to exceed
462,630.

Prior Contract The Agreement was previously approved by the Board on 2-24-2016 (Enactment No. 16-0286).

Modification This amendment modifies the scope of work and term of the contract.
All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact Funding resource(s): Fund 21, Measure J

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	18-1990
Introduction Date	10-24-2018
Enactment Number	18-1622
Enactment Date	10/24/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thinking Students.

AMENDMENT NO. 1 TO
AN INDEPENDENT CONSULTANT AGREEMENT

This Amendment amends AN INDEPENDENT CONSULTANT AGREEMENT between Oakland Unified School District (OUSD) and KDI Consultants, Inc. (Contractor) entered into on 2-24-2016 (OUSD Enactment No. 16-0286). 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 the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.			
<input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> CONTRACTOR agrees to provide the following amended services:			
To provide additional inspection services required for all DSA projects.			

2.	Term (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .	
If the term has changed: The contract term began on <u>2-24-2016</u> and expires on <u>12-31-2018</u> . The parties agree to extend the contract through <u>6-30-2019</u> .			

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 has changed: The contract price is amended by			
<input checked="" type="checkbox"/> Increase of \$ <u>187,700</u> to original contract amount.			
<input type="checkbox"/> Decrease of \$ _____ to original contract amount.			
The new contract total is <u>Four hundred sixty-two thousand, six hundred thirty dollars</u> Dollars (<u>462,630</u>)			

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

6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Amiee Eng 10/25/18
☒ President, Board of Education Date
☐ Superintendent
☐ Chief or Deputy Chief
[Signature] 10/25/18
 Secretary, Board of Education Date

Ken DeCarlo Sept. 13, 2018
 Contractor Signature Date
Kenneth DeCarlo, CEO
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY *Kid*

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<i>[Signature]</i>		<i>9/25/18</i>
2. Resource Manager (If restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief	<i>[Signature]</i>		
5. Legal (If increase takes contract above \$90,200)	<i>[Signature]</i>		<i>9/25/18</i>
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

- ☐ Action Item Included in Board Approved SPSA (no additional documentation required)—Item Number: _____
- ☐ Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

KDI Consultants will provide additional inspection services required for all DSA projects.



CERTIFICATE OF LIABILITY INSURANCE

KDICO-1 OP ID: DB

DATE (MM/DD/YYYY)

03/09/2018

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

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

PRODUCER Vallejo Insurance Associates P. O. Box 4446 Vallejo, CA 94590 Jeanne Kilkeny-Turk	CONTACT NAME: Jeanne Kilkeny-Turk PHONE (A/C, Ho, Ext): 707-554-6080 FAX (A/C, Ho): 707-554-2198 E-MAIL ADDRESS: jkilkeny-turk@vallejoinsurance.com
INSURED KDI Consultants Inc. Kenneth DeCarlo 5111 Telegraph Ave Ste. 144 Oakland, CA 94609	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Co NAIC # 23787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	ACP7884334300	02/04/2018	02/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS VIN #12081	X X	ACPBA7884334300	02/04/2018	02/04/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YIN N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder, Oakland Unified School District, and agents, employees, & officers are included as additional insured per the attached endorsement(s) GL CG20100413, CG20010413, CG24040509, IL70020911, and Auto CA20481013, AC20410316, CA04441013, primary/non-contributory, waiver of subrogation, and *30 day notice of cancellation. REF# Contract #11.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeanne Kilkeny-Turk <i>Jeanne Kilkeny-Turk</i>
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POLICY NUMBER: *ACP7664334300*

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
OAKLAND UNIFIED SCHOOL DISTRICT, AGENTS, EMPLOYEES, OFFICERS 955 HIGH ST OAKLAND, CA 94601-4404
Location(s) Of Covered Operations
REF CONTRACT #11 ALL CALIFORNIA LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

All terms and conditions apply unless modified by this endorsement.

ACP 788-434100

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

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

POLICY NUMBER: *ACP 7844334300*

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

OAKLAND UNIFIED SCHOOL DISTRICT, AGENTS, EMPLOYEES,
OFFICERS

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

Number of Days Notice _____

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

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

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

PCPAA 128434302

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):

OAKLAND UNIFIED SCHOOL DISTRICT, AGENTS, EMPLOYEES
OFFICERS

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

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

ACP BA 78-8-4334300

COMMERCIAL AUTO
AC 20 41 03 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name of Person(s) or Organization(s):
OAKLAND UNIFIED SCHOOL DISTRICT, AGENTS, EMPLOYEES,
OFFICERS

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

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

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

- B. Changes in CONDITIONS

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

Primary And Noncontributory Insurance

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

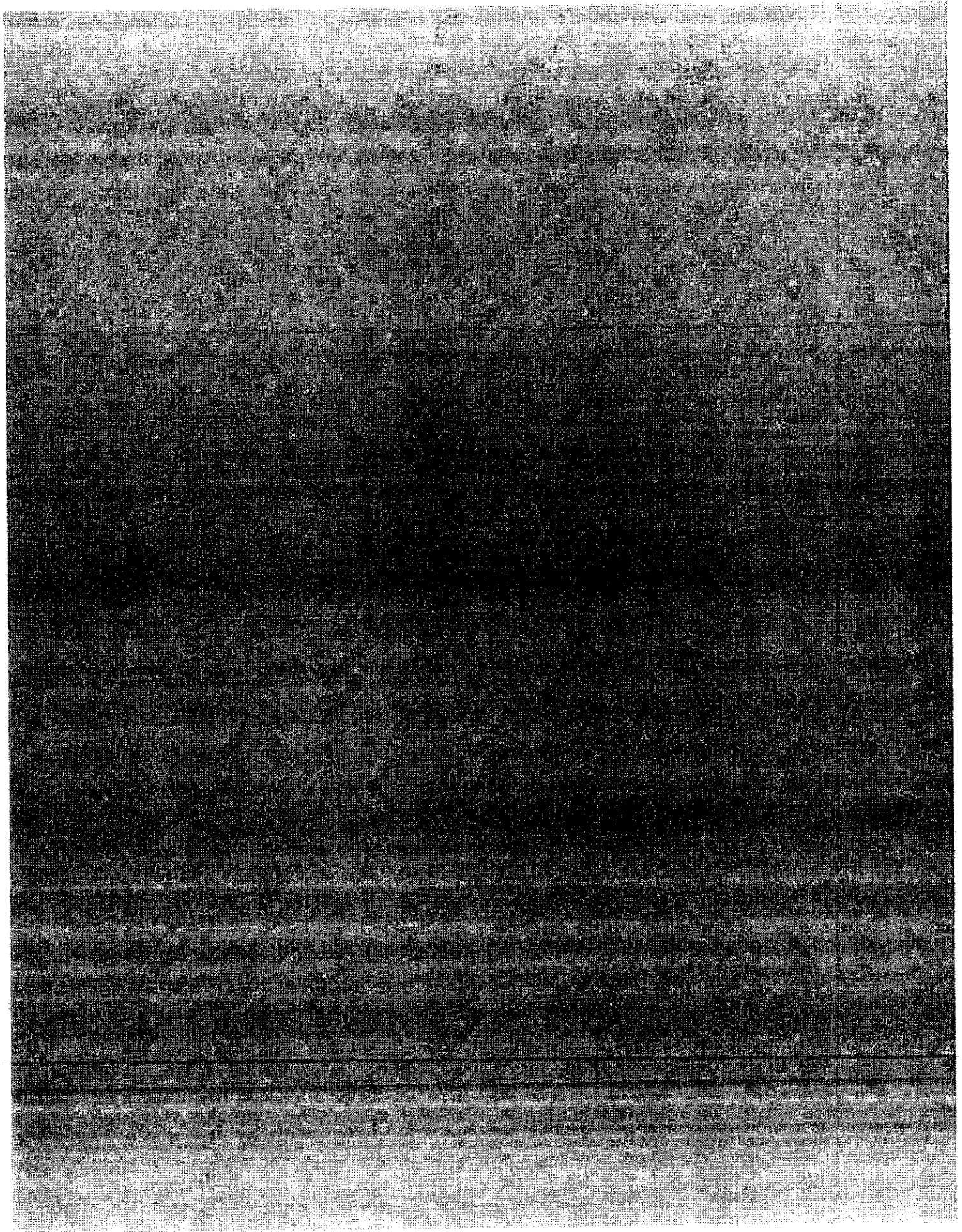
Person(s) or Organization(s)	Address
OAKLAND UNIFIED SCHOOL DISTRICT, AGENTS, EMPLOYEES, OFFICERS	955 HIGH ST OAKLAND, CA 94601-4404

Number of Days Notice _____

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

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

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



Board Office Use: Legislative File Info.	
File ID Number	16-0310
Introduction Date	2-24-2016
Enactment Number	16-0286
Enactment Date	2/24/16 02



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer ~~VH~~
Dance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date February 24, 2016

Subject Independent Contractor Agreement for Professional Services - KDI Consultants, Inc. - Madison Expansion - New Construction Project

Action Requested Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with KDI Consultants, Inc. for Inspection Services on behalf of the District at the Madison Expansion - New Construction Project, in an amount not-to exceed \$274,930.00. The term of this Agreement shall commence on February 24, 2016 and shall conclude no later than December 31, 2018.

Background The scope of the project is to provide Inspector of Records and Division of State Architect Punch List/Close-out Documentation services at the Madison Expansion - New Construction.

Discussion Provide a new high school complex, including fourteen (14) classrooms, 2 science labs, administrative offices, teacher offices, and multi-use spaces. Provide provisions for parking and exterior improvements. Improve the site vehicular traffic pattern.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

Recommendation Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with KDI Consultants, Inc. for Inspection Services on behalf of the District at the Madison Expansion - New Construction Project, in an amount not-to exceed \$274,930.00. The term of this Agreement shall commence on February 24, 2016 and shall conclude no later than December 31, 2018.

Fiscal Impact Measure J

Attachments • Independent Contractor Agreement including scope of work

- Certificate of Insurance
- Consultant Proposal



OAKLAND UNIFIED
SCHOOL DISTRICT

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

Legislative File ID No. _____

Department: _____

Vendor Name: KDI Consultants, Inc.

Contract Term: Start Date: 12/10/2015 End Date: 12/31/2018

Annual Cost: \$ 274,930.00

Approved by: _____

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

DSA Inspector of Record ensures that all inspection services, punchlist and close-out documentation with the Division of the State Architect (DSA) are coordinated properly to manage Project close-out

Summarize the services this Vendor will be providing.

To provide construction quality management services to support the Maitson Expansion project

Was this contract competitively bid? Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☒ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process")
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** If the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

OAKLAND UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

Inspector of Record

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the **28th day of October in the year 2015**, between the **Oakland Unified School District** ("District") and **KDI Consultants, Inc.** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work");

The scope of the project is to provide Inspector of Record (IOR) services for the Madison Expansion - New Construction.

2. **Term.** Contractor shall commence providing services under this Agreement on **February 24, 2016**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **December 31, 2018**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Bonds (as requested by District)	<input checked="" type="checkbox"/> Other: Fingerprinting
<input checked="" type="checkbox"/> Debarment Certificate	

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Two hundred seventy-four thousand, nine hundred thirty dollars and no cents (\$274,930.00)**. District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of Zero (\$0.00). Rates for expenses are included on the Schedule of Fees and Charges attached hereto as Exhibit "B".
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District'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.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District 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 the District. 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.
11. **Termination.**
 - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 11.3.1. material violation of this Agreement by the Contractor; or
- 11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation ceases, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of such termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

13. Insurance.

- 13.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

13.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

13.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under

this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
Professional Liability	Statutory Limits
Workers Compensation	\$ 1,000,000
Employer's Liability	

- 13.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

- 13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

14. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulations.

regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

16. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

17. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Anti-Discrimination. It is the policy of the District 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

20. Fingerprinting of Employees. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

25. **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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Tadashi Nakadegawa
Tel: 510-535-7038

Contractor
KDI Consultants, Inc.
5111 Telegraph Avenue, Suite 144
Oakland, CA 94609
Attn: Ken DeCarlo
510-333-6521

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

28. **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.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

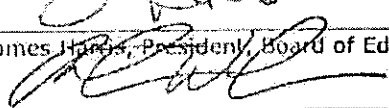
Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

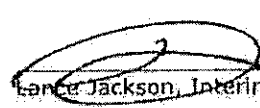
OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

2/25/16
Date


Antwan Wilson, Superintendent & Secretary, Board of Education

2/25/16
Date


Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

2/1/16

Date

CONTRACTOR

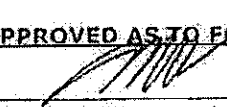
KDI Consultants, Inc.

January 15, 2016

By: 
Its: CEO

Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

2/1/16
Date

Information regarding Contractor:

Contractor: KDI Consultants, Inc.
License No.: 4704
Address: 5111 Telegraph Ave.
Oakland, CA 94609
Telephone: (510)333-6521
Facsimile: _____
E-Mail: ken@kdiconsultants.com

EIN 26-1237460

Employer Identification and/or Social
Security Number

Type of Business Entity:
☐ Individual ☐ Sole
Proprietorship
☐ Partnership ☐ Limited
Partnership
☐ Limited Liability Company
☒ Corporation, State: GA
☐ Other: _____

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that 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.

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.

Date: January 15, 2016
Proper Name of Contractor: Kenneth DeCarlo
Signature: *Kenn DeCarlo*
Print Name: Kenneth DeCarlo
Title: CEO

(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 the District prior to performing any Work under this Contract.)

EXHIBIT A
Scope of Services

See the attached Proposal from the Contractor:

KDI Consultants, Inc.
Phone: 949-385-3472

1392 E. 31st St.

Oakland, CA 94602-1017

**Construction Quality Management Proposal for
Madison Park Business & Art Academy Expansion Project**

October 21, 2015

1 DSA Inspector of Record	\$267,900
2 DSA Punch List/Close-out & Documentation (30 Days)	<u>\$7,030</u>
Project Total	Estimated Project Fee \$274,930

GENERAL ASSUMPTIONS

- Total Project Construction estimated cost \$20.6M
- Construction Schedule: Preliminary schedule provided is 310 days.
- Project Plans- not provided
- Proposal excludes special inspection required by Title 24 CBC Chapter 17 and DSA-103

Basis of Charges/Terms and Conditions

- Estimated project fee is a not to exceed cost billed and submitted under the standard hourly rate.
- KDI invoices will be submitted on a monthly basis;
- Project Inspection includes construction quality assurance only of all contractor daily activities, including product submittals and RFI review.
- Project Proposal is an estimate and based on general assumptions. Any additions in scope via addendum, ASIs, or Change Orders requiring additional inspections or cost outside of those assumptions provided will be billed separately on a Time & Material Basis at a basic Inspector hourly rate of \$95.00.
- Premium Time:
 - Overtime, Holidays and Saturdays: add 50% to basic rate.
 - Sundays; or over 12 hours; over 8 hours on Saturday; add 100% to basic rate
 - KDI observed holidays are recognized per opm.gov guidelines
 - Night Shifts: add 15% to basic rate (between hours of 6pm-6am)
 - Weekends and Holidays are a 4 hour minimum.
- Premium time is excluded within this proposal.
- Offsite material verification and inspections are excluded.
- Minimum Time: 2 hours/day for inspection/show up time, over 4 hours; minimum 8 hours time billing.
- All reinspection fees, inspections requested without minimum 24 hour notice, necessitating inspector standby time will be documented and issued to the Owner under a separate line item as this cost is excluded within this proposal.
- KDI excludes reproduction fees for plans, specifications and submittals. This costs shall be billed as reimbursables +10% to the District.

meeting address

5111 Telegraph Ave., Suite 400, Oakland, CA 94609 | (949) 385-3472 | www.kdiqa.com

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

☒ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, Kenneth DeCarlo, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: January 15, 2016

Name of Consultant or Company: KDI Consultants, Inc.

Signature: *Ken DeCarlo*

Print Name and Title: Kenneth DeCarlo SR

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither KDI Consultants, Inc. [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 15th day of January 15, 2016 2014 for the purposes of submission of this Agreement.

By: *Ken DeCarlo*
Signature
Kenneth DeCarlo SR
Typed or Printed Name
CEO
Title



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DB

DATE (MM/DD/YYYY)

02/09/2015

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

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

PRODUCER
Vallejo Insurance Associates
P. O. Box 4446
Vallejo, CA 94590
Jeanne Kilkenny-Turk

CONTACT
NAME: _____
PHONE (A/R, H/L, F/H): _____ FAX (A/R, H/L): _____
E-MAIL: _____
ADDRESS: _____
PRODUCER: _____
CUSTOMER ID #: KDICO-1

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

INSURER(S) AFFORDING COVERAGE
INSURER A: Nationwide Mutual Insurance Co
INSURER B: _____
INSURER C: _____
INSURER D: _____
INSURER E: _____
INSURER F: _____

NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR. LTD.	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	ACP 7854334300	02/04/2015	02/04/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					\$
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	X	ACP7854334300	02/04/2015	02/04/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU- TORY LIMITS E1. EACH ACCIDENT \$ E1. DISEASE - CA EMPLOYEE \$ E1. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured with respects to work done
for Oakland Unified School District Dept. Of Facilities Planning &
Management Building & Grounds & Custodial Services, per the attached
endorsements: CG20100413 & CA2048.

OW THE OAKLAND UNIFIED SCHOOL DISTRICT

CERTIFICATE HOLDER

Oakland Unified School
District, Timothy W. White
Assist. Superintendent
955 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeanne Kilkenny-Turk

© 1988-2009 ACORD CORPORATION All rights reserved.

POLICY NUMBER: ACP7054334300

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT BUILDING & GROUNDS & CUSTODIAL SERVICES TIMOTHY E WHITE, ASSISTANT SUPERINTENDENT 955 HIGH ST OAKLAND, CA 94601-4404
Location(s) Of Covered Operations
955 HIGH ST OAKLAND CA 94601-4404
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

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Page 1 of 2

ACP GLO / 054334300

MACH 14341

AGENT COPY

78 0910806

CG 20 10 04 13

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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

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

whichever is less.

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

All terms and conditions apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

Copyright, Insurance Services Office, Inc., 1998



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-06-2016

GROUP:
POLICY NUMBER: 9149494-2015
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 12-25-2016
12-25-2015/12-25-2016

OAKLAND UNIFIED SCHOOL DISTRICT
985 HIGH ST
OAKLAND CA 94601-4404

NA

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

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

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

ENDORSEMENT #1600 - DECARLO, KEN PRES SEC TRES - EXCLUDED.

EMPLOYER

KDI CONSULTANTS, INC.
5111 TELEGRAPH AVE #144
OAKLAND CA 94609

NA

[LTY,CN]

PRINTED - 01-06-2016



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-06-2016

GROUP:
POLICY NUMBER: 9149494-2015
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 12-25-2016
12-25-2015/12-25-2016

OAKLAND UNIFIED SCHOOL DISTRICT
855 HIGH ST
OAKLAND CA 94601-4404

NA

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

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

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

ENDORSEMENT #1800 - DECARLO, KEN PRES SEC TRES - EXCLUDED.

EMPLOYER

KOI CONSULTANTS, INC.
5111 TELEGRAPH AVE #144
OAKLAND CA 94609

NA

[LTY,CN]

PRINTED : 01-06-2016



OAKLAND UNIFIED
SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Madison Expansion - New Construction	Site	215
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
Telephone	510-333-8521	State	CA
Zip	94609	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 #	13124		

Term			
Date Work Will Begin	2-24-2016	Date Work Will End By (not more than 5 years from start date)	12-18-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$274,930.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
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
9350	Measure J	2159905820	6235	\$274,930.00

Approval and Routing (in order of approval steps)			
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.			
	Division Head	Phone	610-535-7038
		Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved 1/14/16
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 2-1-16
3.	Interim Deputy Chief, Facilities Planning and Management	Signature	Date Approved 2/1/16
4.	Senior Business Officer	Signature	Date Approved
5.	President, Board of Education	Signature	Date Approved



OAKLAND UNIFIED
SCHOOL DISTRICT

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to AN INDEPENDENT CONSULTANT AGREEMENT

Directions	
Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.	
1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.	
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.	
3. If contract total amount has increased, the scope of work must change.	
4. OUSD contract originator creates new requisition with the original PO number referenced in the item description.	
When the contract amendment is approved, Procurement will add additional funds to the <u>original</u> Purchase Order.	
Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.

Contractor Information			
Contractor Name	KDI Consultants, Inc.	Contractor's Contact	Ken DeCarlo
OUSD Vendor ID #	002377	Title	President
Street Address	5111 Telegraph Avenue, #144	City, State	Oakland, CA
Telephone	510-333-6521	Zip Code	94606
		Email (required)	ken@kdiconsultants.com

Compensation and Term			
Current Contract Amount	\$274,930.00	OUSD Vendor ID #	002377
Amount of Increase	187,700	Start Date of Original Contract	2-24-2016
Amount of Decrease		Current Term End Date	12-31-2018
New Total Contract Amount	462,630	New Term End Date*	6-30-2019
	% Change	*Must be no more than five years from the start date	

Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing this form.			
Requisition No.	Budget Number	Resource Name	Amount
	210-9450-0-9560-8500-6235-215-9180-9905-9999-99999	9450	\$187,700.00
			\$ 0.00
			\$ 0.00

Contract History		
Agreement	OUSD Enactment #	Contract Amount
	16-0286	\$274,930.00
Amend #	OUSD Enactment #	Revised Contract Amount

OUSD Contract Originator Information			
Name of OUSD Contact	Director, Tadashi Nakadegawa	Email	tadashi.nakadegawa @ousd.org
Site/Dept. Name	Department of Facilities Planning and Managment	Site #	918
		Phone	510-535-7038

Approval and Routing (In order of approval steps)			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			1/20/19
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			1/22/19
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Rev 8/16/15