Board Office Use: Legislative File Info.						
File ID Number	23-2749					
Introduction Date	01-24-2023					
Enactment Number	24-0245					
Enactment Date	1/24/2024 er					





Memo

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management
Board Meeting Date	January 24, 2024
Subject	Amendment No. 2 Agreement for Inspector of Record Services for Construction – KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project – Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Amendment No. 2, to the Agreement for Inspector of Record Services for Construction by and between the District and KDI Group, Inc. , Oakland, California, for the latter to continue to provide Inspector of Record Services for Claremont Middle School Multi-Purpose Room Project, in a not-to-exceed total amount of \$25,080.00, increasing the Agreement's amount from \$487,550.00 to \$512,630.00, due to a time extension through June 30, 2024. All other terms and conditions of the Agreement remain in full force and effect.
Discussion	This Amendment is for increasing the not-to-exceed amount by \$25,080.00 for ongoing Inspector of Record services needed through June 30, 2024.
LBP (Local Business Participation Percentage)	100.00%
Recommendation	Approval by the Board of Education of Amendment No. 2, to the Agreement for Inspector of Record Services for Construction by and between the District and KDI Group, Inc., Oakland, California, for the latter to continue to provide Inspector of Record Services for Claremont Middle School Multi-Purpose Room Project, in a not- to-exceed total amount of \$25,080.00, increasing the Agreement's amount from \$487,550.00 to \$512,630.00, due to a time extension through June 30, 2024. All other terms and conditions of the Agreement remain in full force and effect.
Fiscal Impact	Fund 21 Building Funds, Measure Y
Attachments	 Amendment No. 2, including Exhibits Routing Form File ID 21-2683 and 23-1768



AMENDMENT NO. 2

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>KDI Group, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services effective on **December 2, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Claremont Middle School Multi-Purpose Room Project** as follows, and in the attached Exhibit A:

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

1.	Services:
	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.
	The CONTRACTOR agrees to provide the following amended services: No change to the scope of work.
2.	Terms (duration): The term of the contract is <u>unchanged</u> . The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional <u>Two Hundred Forty-Three (243) calendar</u> <u>days</u> and the amended expiration is <u>June 30, 2024</u> . The current end date is <u>October 31, 2023</u> .
3.	Compensation: The contract price is <u>unchanged</u> .
	If the compensation is changed: The not-to-exceed contract price is
	Increased by: The not-to-exceed price for Basic Services is increased by <u>Twenty-Five Thousand and Eighty</u> <u>dollars No/100 (\$25,080.00).</u>
	Decreased by dollars and no/100 (\$).
	Prior to this amendment, the not-to-exceed contract price was <u>Four Hundred Eighty-Seven Thousand</u> Five Hundred Fifty Dollars NO/100 (\$487,550.00).), and after this amendment, the not-to-exceed contract price will be: Five Hundred Twelve Thousand Six Hundred Thirty Dollars NO/100 (\$512,630.00).

5. Amendment History:

X 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)
1.	09-13-2023	Additional funds due to extended schedule for Inspector of Record Services.	\$69,000.00

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. 2 – KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project - \$25,080.00 99069.002 Rev. 10/30/08

Contract No.

P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

mgD	1/25/2024
Benjamin Davis	Date
Jef & have	1/25/2024

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

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

Approval as to form:

12/21/2023 Date

Date

Date

23

Arne Sandberg

[name] General Counsel, Facilities, Planning and Management

CONTRACTOR

Ken DeCa Contractor Signature arlo

Print Name, Title

12/21/2023 Date

Ken DeCarlo Sr CEO

1. Detailed Description of Services to be provided: No change to the scope of work. This amendment adds additional compensation to the project with an extended anticipated completion date of June 30, 2024, as described in the proposal dated October 25, 2023, attached to this Amendment as Exhibit A.



October 25, 2023

Chastity Henderson

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

RE: OUSD-Claremont MPR & Kitchen Project 15127 DSA Inspector Contract Amendment Request #2

Ms. Henderson,

Attached herein is the request for additional funds regarding the aforementioned project due to additional construction schedule added to the project. Original schedule provided was September 16, 2023 to December 31, 2023. This request is for additional DSA Inspection services as required by the DSA under our original agreement:

SCOPE OF SERVICES

24 Construction schedule showing a substantial completion date of June. 30, 2023.

Contract extension request amount \$25,080 to be billed on Time and Material basis at an hourly rate of \$135.00.

All other contract conditions to remain.

TOTAL CONTRACT AMENDMENT REQUEST AMOUNT ~ \$25,080

Sincerely,

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

Cc: Kenya Chatman Curtis Freeze





Local Business Utilization (LBU) Monthly Tracking Worksheet

Claremont MPR & Kitchen 15127		LOCAL BUSINESS UTILIZATION (LBU) MONTHLY TRACKING WORKSHEET									
		General Contractor:	Arntz Builders								
Project Start Date:	5/17/2022		Pay Application No.	lo. 1537							
Projected Completion	12/31/2023		Pay Application (Month/Year):	Noven	nber-23	For Services Perf	ormed (Month/s):	11/1/23-11/30/23			
Contractor/Subcontractor Name	SLBE Type	Trade	Proposed SLBE Dollar Amount At Bid Time	Previous Cumulative SLBE Dollar Amount	Small Local Business Enterprise Dollar Amount (SLBE)	Resdient Business Current Cumulative		Remaining SLBE Participation (Bid Time vs. Current Cumulative)	Current Cummulative SLBE %		
The KDI Group, Inc.	SLRBE	DSA Inspection/QA	\$ 487,550	\$ 419,000.00	\$ 23,000.00	\$-	\$ 442,000	\$ 45,550	90.7%		
			\$ -	\$-	\$-	\$-	\$-	\$-	0.0%		
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			\$ -	\$ -	\$-	\$-	\$ -	\$-	0.0%		
			\$ -	\$ -	\$-	\$-	\$ -	\$-	0.0%		
		TOTALS	\$ 487,550	\$ 419,000	\$ 23,000	\$-	\$ 442,000	\$ 45,550	90.7%		

Previous Cumulative Total SLBE Dollar Amount:	\$ 419,000
SLBE Dollar Amount for This Invoice:	\$ 23,000
Current Cumulative Total SLBE Dollar Amount:	\$ 442,000
Current Cumulative Total SLBE %:	90.7%

Total Bid Dollar Amount:	\$ 418,550
Total Bid Amendment Amount:	\$ 69,000
Total SLBE Dollar Amount at Bid Time:	\$ 487,550
Total SLBE % at Bid Time:	100.0%



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	Project Information		
Project Name	Claremont Middle School Multi-Purpose Room Project	Site	201
	Basic Directions		
Services	cannot be provided until the contract is awarded by the Boar authority delegated by the l	d <u>or</u> is entered b Board.	by the Superintendent pursuant to
Attachment Checklist	 x Proof of general liability insurance, including certificates and ex x Workers compensation insurance certification, unless vendor 	endorsements, if	contract is over \$15,000 r

Contractor Information								
Contractor Name KDI Group, Inc. Agency's Contact Ken DeCarlo								
OUSD Vendor ID #	002377	02377 Title Manager						
Street Address	7977 Capwell Drive, Suite 100	City	Oak	land	State	CA	Zip	94621
Telephone	510-333-6521 Policy Expires							
Contractor History	Previously been an OUSD contractor? X Yes No Worked as an OUSD employee? Yes No							
OUSD Project #	15127							

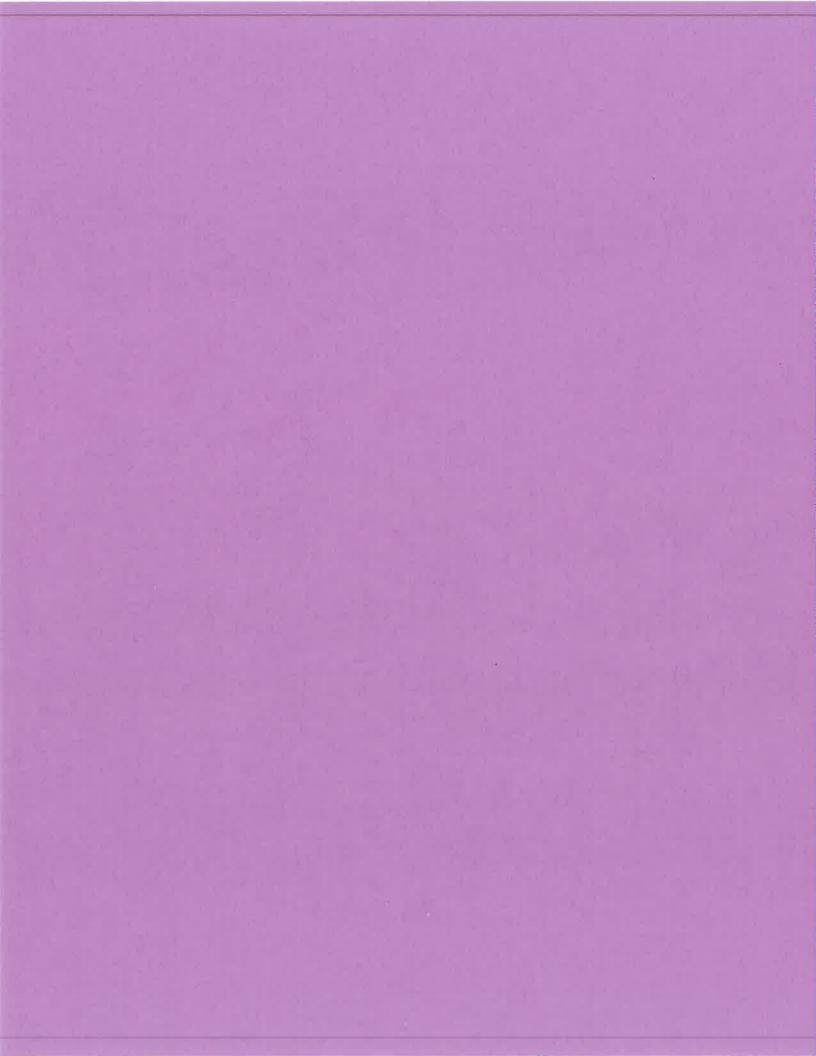
Term of Original/Amended Contract						
Date Work Will Begin (i.e., effective date of contract)	12/02/2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)				
		New Date of Contract End (If Any)	06/30/2024			

		Compensation/	Revised Compensation		
If New Cont Contract Pr	tract, Total ice (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$	
Pay Rate Per Hour (If Hourly) \$ If Amendment, Change in Price		\$ 25,080.00			
Other Expe	nses		Requisition Number		
lf you	are planning to multi-fund		lget Information , please contact the State and Federal Office <u>befc</u>	ore completing red	quisition.
Resource #	Funding Source	Org Key		Object Code	Amount
9650/9670	Fund 21, Measure Y	210-9655-0-9670-8500-6235-201-9180-9906-9999-15127		6235	\$ 25,080.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully services were not provided before a PO was issued.	approved and a Purchase Order is issue	ed. Signing this do	cument affirms	that to your knowledge
Division Head	Phone	510-535-7038	Fax	510-535-7082

	Thomas	010-000-7000	Tax 510-555-7062
1.	Executive Director, Facilities Planning and Management		
	Signature	Date Approved	12/21/23
2.	General Counsel, Department of Facilities Planning and Management		, ,
2.	Signature all be Lozano Smith, approved as to form	Date Approved	12/21/2023
	Chief Systems & Services Officer, Facilities Planning and Management		
3.	Signature	Date Approved	12/21/23
	Chief Financial Officer		
4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	



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





Memo

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management
Board Meeting Date	September 13, 2023
Subject	Amendment No. 1 Agreement for Inspector of Record Services for Construction – KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project – Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Amendment No. 1, to the Agreement for Inspector of Record Services for Construction by and between the District and KDI Group, Inc. , Oakland, California, for the latter to provide continued Inspector of Record Services for Claremont Middle School Multi-Purpose Room Project , in an not-to-exceed total amount of \$69,000.00 , increasing the Agreement's amount from \$418,550.00 to \$487,550.00 , due to an anticipated extension of the Project through December 31, 2023 , and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.
Discussion	This Amendment is for adding additonal funds due to extended schedule for more needed construction services.
LBP (Local Business Participation Percentage)	100.00%
Recommendation	Approval by the Board of Education of Amendment No. 1, to the Agreement for Inspector of Record Services for Construction by and between the District and KDI Group, Inc., Oakland, California, for the latter to provide continued Inspector of Record Services for Claremont Middle School Multi-Purpose Room Project, in an not-to-exceed total amount of \$69,000.00, increasing the Agreement's amount from \$418,550.00 to \$487,550.00, due to an anticipated extension of the Project through December 31, 2023, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.
Fiscal Impact	Fund 21 Building Funds, Measure Y
Attachments	 Amendment No. 1, including Exhibits Routing Form File ID 21-2683



AMENDMENT NO. 1

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>KDI Group, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services effective on **December 2, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Claremont Middle School Multi- Purpose Room Project** as follows, and in the attached Exhibit A:

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

1.	1. Services: X The scope of work is <u>unchanged</u> . The scope of work has <u>change</u>	<u>ed</u> .
	If scope of work changed: Provide brief description of revised scope of work including description o such as services, materials, products, and/or reports; attach additional pages as necessary.	f expected final results,
	The CONTRACTOR agrees to provide the following amended services: This amendment adds additi project with an extended anticipated date of completion. No change to scope of work, as describe on t 19,2023, attached to this Amendment as Exhibit A.	
2.	2. Terms (duration): X The term of the contract is <u>unchanged</u> . The term of the contract has If term is changed: The contract term is extended by	<u>changed</u> .
3.	3. Compensation: The contract price is <u>unchanged</u> . X The contract price has <u>changed</u> .	<u>1.</u>
	If the compensation is changed: The not to exceed contract price is	
	X Increased by: The not-to-exceed price for Basic Services is increased by <u>Sixty-Nine Thousan</u> (\$69,000.00).	<u>d dollars, No/100</u>
	Decreased by dollars and no/100 (\$).	
	Prior to this amendment, the not-to-exceed contract price was <u>Four Hundred Eighteen Hundred Fifty Dollar NO/100 (\$418,550.00)</u> , and after this amendment, the not-to-exceed be: Four Hundred Eighty-Seven Thousand Five Hundred Fifty Dollars NO/100 (\$487	ed contract price will

5. Amendment History:

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

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

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

Contract No.

P.O. No.

Date

OAKLAND UNIFIED SCHOOL DISTRICT

//
M.D. apter
an 11 man

Mike Hutchinson, President, Board of Education

If the have

Date

9/14/2023

9/14/2023

Date

Kyla Johnson-Trammell, Superintendent

and Secretary, Board of Education

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

Approval as to form:

8/17/23 Date

Date

Arne Sandberg

[name] General Counsel, Facilities, Planning and Management CONTRACTOR

8/16/23

Contractor Signature

Ken DeCarlo Sr CEO

Print Name, Title

Amendment No. 1 - KDI Group, Inc. - Claremont Middle School Multi-Purpose Room Project - \$69,000.00 (SR357123)

Contractor Name: KDI Group, Inc.

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

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	X Accountable for quality
0 High quality and effective instruction	0 Full service community district



July 19, 2023

Chastity Henderson

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

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

Ms. Henderson,

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

SCOPE OF SERVICES

Substantial increase of scope CCDs 1-13 and schedule.

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

Contract extension request amount \$69,000.

All other contract conditions to remain.

TOTAL CONTRACT AMENDMENT REQUEST AMOUNT ~ \$69,000

Sincerely,

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

Cc: Kenya Chatman Curtis Freeze

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	X										\$	
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		Oakland, CA 94601					Jear	nne Kilkenr	me Kel	Kinner-Je	nK.	68
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

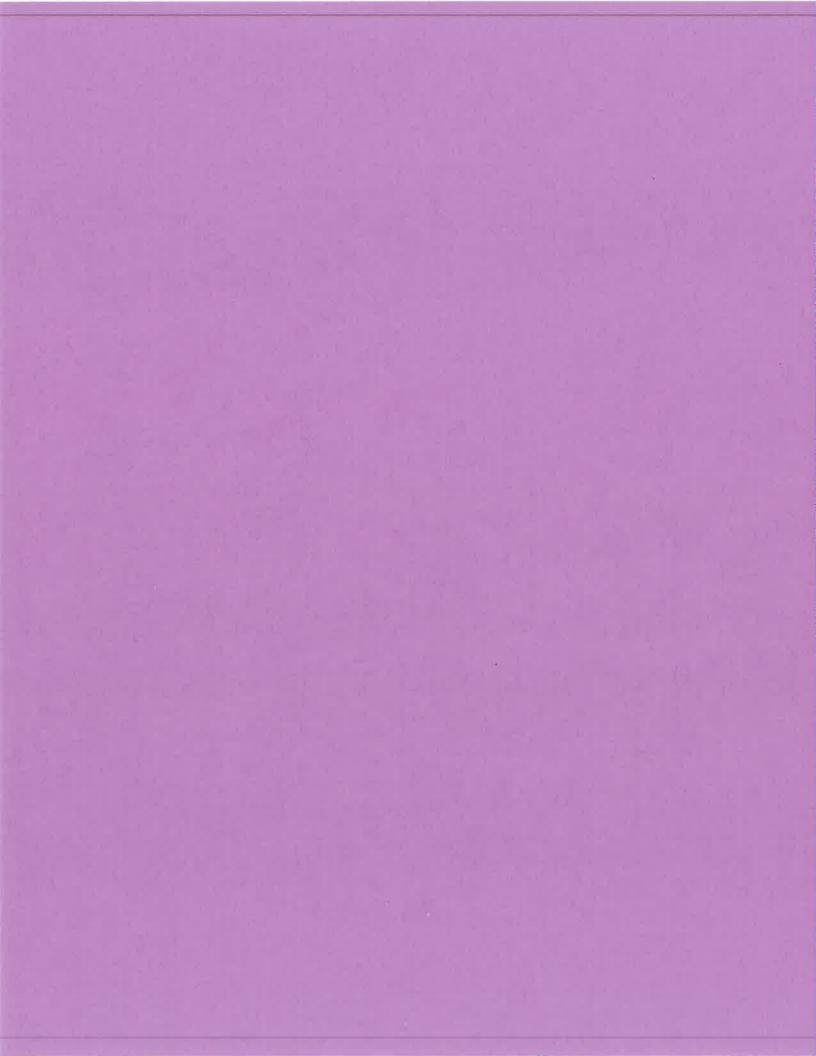
	Project Information		
Project Name	Claremont Middle School Multi-Purpose Room Project	Site	201
	Basic Directions		
Services	cannot be provided until the contract is awarded by the Board authority delegated by the B		y the Superintendent pursuant to
Attachment	 x Proof of general liability insurance, including certificates and ex x Workers compensation insurance certification, unless vendor 	endorsements, if	contract is over \$15,000

	Cor	ntractor Informa	ation					
Contractor Name	KDI Group, Inc.	Agency's Co	ontact	Ken De	Carlo			
OUSD Vendor ID #	002377	Title		Manage	er			
Street Address	7977 Capwell Drive, Suite 100	City	Oak	land	State	CA	Zip	94621
Telephone	510-333-6521	Policy Expir	es					
Contractor History	Previously been an OUSD contract	tor? X Yes 🗆 No		Worked	as an OUS	D emp	loyee?	Yes X No
OUSD Project #	15127							

Term of Original/Amended Contract					
Date Work Will Begin (i.e., effective date of contract)	10-31-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)			
		New Date of Contract End (If Any)	12/31/2023		

		Compensation	/Revised Compensation		
If New Cont Contract Pr	tract, Total ice (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$	
Pay Rate P	er Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 69,000.00	
Other Expe	nses		Requisition Number		
If you	are planning to multi-fund		dget Information is, please contact the State and Federal Office <u>befo</u>	ore completing red	uisition.
Resource #	Funding Source	PARAMETERS AND AND A	Org Key	Object Code	Amount
9650/9670	Fund 21, Measure Y	210-9655-0-9670-8	3500-6235-201-9180-9906-9999-15127	6235	\$69,000.00

	Approval and Routing (in				
Serv	rices cannot be provided before the contract is fully approved and a Purch ices were not provided before a PO was issued.	ase Order is	s issued. Signing this do	cument affirms	that to your knowledge
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management	ALL SAL			
	Signature Chatman		Date Approved	8/18/2	13
2.	General Counsel, Department of Facilities Planning and Managem	ent	the sector and which	/ /	
2.	Signature Cher Lozano Smith, approved as to form		Date Approved	8/17/23	
	Chief Systems & Services Officer, Facilities Planning and Manager	ment			
3,	Signature		Date Approved	8/18/23	3
	Chief Financial Officer			1 1	
4.	Signature		Date Approved		
	President, Board of Education	1		Concession 2	W. S. Barris
5.	Signature		Date Approved		and all the second s



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



Memo Board of Education To kyla Johnson-Trammell, Superintendent From adashi Nakadegawa, Deputy Chief, Facilities Planning and Management **Board Meeting Date** December 1, 2021 Subject Agreement for Inspection of Record Services for Construction - KDI Group, Inc. -Claremont Middle School Multi-Purpose Room Project - Division of Facilities Planning and Management Approval by the Board of Education of Agreement for Inspection of Record Services **Action Requested** for Construction by and between the District and KDI Group, Inc., Oakland, California, for the latter to provide Inspector of Record Services needed for all construction & Division of the State Architect (DSA) projects, for the Claremont Middle School Multi-Purpose Room Project, in the amount of \$418,550.00, which includes a contingency fee of \$38,050.00, as the selected consultant, with work scheduled to commence on December 2, 2021, and scheduled to last until October 31, 2023, pursuant to the Agreement. Discussion Inspector of Record Services are needed for all construction & Division of the State Architect (DSA) projects. Vendor will provide specially trained Inspector of Record services for the Claremont Middle School Multi-Purpose Room Project. (Public Contract Code §20111 (d) and Government Code §53060.) 100.00% LBP (Local Business **Participation Percentage**) Recommendation Approval by the Board of Education of Agreement for Inspection of Record Services for Construction by and between the District and KDI Group, Inc., Oakland, California, for the latter to provide Inspector of Record Services needed for all construction & Division of the State Architect (DSA) projects, for the Claremont Middle School Multi-Purpose Room Project, in the amount of \$418,550.00, which includes a contingency fee of \$38,050.00, as the selected consultant, with work scheduled to commence on December 2, 2021, and scheduled to last until October 31, 2023, pursuant to the Agreement. Fund 21 Measure J **Fiscal Impact** Attachments Agreement **Consultant Proposal** Insurance Certificate



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

Legislative File ID No.	<u>21-2683</u>		
Department:	Facilities Planning & Management		
Vendor Name:	KDI Group, Inc.		
Project Name:	Claremont Middle School Multi-Purpose Room	Project No.:	<u>15127</u>
Contract Term: Intendec	l Start: <u>12-2-2021</u>	Intended End:	<u>10-31-2023</u>
Total Cost Over Contrac	et Term: <u>\$418,550.00</u>		
Approved by: <u>Tadashi</u>	Nakadegawa		

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

Local Business Policy? 🛛 Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

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

Was this contract competitively bid?

Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

.2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

□ Other: _____ – contact legal counsel to discuss if applicable

Consultant Contract:

- □ Construction project manager, land surveyor, or environmental services selected based on demonstrated competence and professional qualifications (Government Code §4526)
- □ Architect or engineer use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- □ Architect or engineer when state funds being used use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☑ Other professional or specially trained services or advice no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) *contact legal counsel to discuss if applicable*
- \Box For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- □ No advantage to bidding (including sole source) *contact legal counsel to discuss if applicable*

Purchasing Contract:

- \Box Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- □ Certain instructional materials (Public Contract Code §20118.3)
- □ Data processing systems and supporting software choose one of three lowest bidders (Public Contract Code §20118.1)

□ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – <i>contact legal counsel to discuss if applicable.</i>
□ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable
□ Piggyback contract for purchase of personal property (Public Contract Code §20118) – contact legal

- □ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) *contact legal counsel to discuss if applicable*
- □ No advantage to bidding (including sole source) contact legal counsel to discuss if applicable
- □ Other: _____

counsel to discuss if applicable

Maintenance Contract:

- \Box Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- □ No advantage to bidding (including sole source) contact legal counsel to discuss
- □ Other: _____
- 3) Explain in detail the facts that support the applicability of the exception marked above:
 - Consultant is providing Inspector of Record services, which are specially trained services.

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services ("Agreement") is made and entered effective December 2, 2021 by and between the Oakland Unified School District ("District") and KDI Group, Inc. ("Inspector"), with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of a construction project at Claremont Middle School ("the Project"), which requires ongoing inspection.

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

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

The Parties therefore agree as follows:

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

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

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

4. Duties and Conduct of the Inspector. The Inspector shall provide competent, adequate,

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

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

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

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

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

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

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

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

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

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

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

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

Agreement for Inspection of Record Services for Construction- KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project - \$418,550.00

Documents.

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

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

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

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

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

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

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

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

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

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

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

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

Agreement for Inspection of Record Services for Construction- KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project - \$418,550.00

to the Project.

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

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

a. Authorize deviations from the Contract Documents;

- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the Contractor's field superintendent;
- d. Expedite the job for the Contractor;

e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;

f. Approve shop drawings or samples;

g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;

h. Interfere in Contractor/Subcontractor relationships.

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

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

Agreement for Inspection of Record Services for Construction- KDI Group, Inc. - Claremont Middle School Multi-Purpose Room Project - \$418,550.00

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

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

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

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

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

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

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

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

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

Comprehensive General Liability Personal Injury: \$2,000,000 Each Occurrence \$4,000,000 Aggregate

Property Damage: \$1,000,000 Each Occurrence \$2,000,000 Aggregate **Comprehensive Automobile Liability** Bodily Injury: \$2,000,000 Each Person \$1,000,000 Each Occurrence

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

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

10. Termination of Agreement.

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.

b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform its duties or for any material breach under this Agreement.

c. In the event of termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

11. Successors and Assigns. The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector shall assign or transfer any interest in this Agreement without the written consent of the other.

12. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

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

District:

Oakland Unified School District Attn: <u>Tadashi Nakadegawa</u>, Deputy Chief, Oakland, California, 94601

Agreement for Inspection of Record Services for Construction- KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project - \$418,550.00 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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

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

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

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

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

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

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

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

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

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

24. Mediation. A party to this Agreement shall, as a condition precedent to initiating any

Agreement for Inspection of Record Services for Construction- KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project - \$418,550.00

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

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

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

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

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

INSPECTOR:

Kenneth DeCarlo SR 10/27/2021 Signature Date

Kenneth DeCarlo CEO

Title & Name

OAKLAND UNIFIED SCHOOL DISTRICT:

marboy 12/2/2021 Shantil Gonzales, President Date Board of Education If the have 12/2/2021 Date

Kyla Johnson-Trammell, Secretary, Superintendent Board of Education

Agreement for Inspection of Record Services for Construction- KDI Group, Inc. – Claremont Middle School Multi-Purpose Room Project - \$418,550.00

Tadashi Nakadegawa, Deputy Chief,

Facilities Planning & Management

Approved As To Form OUSD Facilities Legal Coonsel

11/3/21 Date

Agreement for Inspection of Record Services for Construction- KDI Group, Inc. - Claremont Middle School Multi-purpose Room Project - \$418,550.00

EXHIBIT A

Payments

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

For Basic Services, Inspector's total compensation shall not exceed THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$380,500.00), which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its June 14, 2021, fee estimate. If delays in completion of the Project occur that are not caused by wrongful conduct by Inspector, including but not limited to Inspector's breaches of contract or deficient performance of Basic or Additional Services, then Inspector shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

For Additional Services, Inspector's total contingency compensation shall not exceed THIRTY-EIGHT THOUSAND FIFTY DOLLARS AND NO/100 (\$38,050.00).

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DB

DAT	E (MM/DD/YYYY)
0	3/11/2021

KDICO-1

	_								03	/11/2021
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	'IVEL SUR/	.Y O Ance	R NEGATIVELY AMEND, DOES NOT CONSTITU	. EXTEN	ID OR ALT	ER THE CO	VERAGE AFFO	RDFD BY	' THE	POLICIES
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PRODUCER			7-554-6080			Kilkenny-Ti	Jrk			
Vallejo Insurance Associates P. O. Box 4446			-	PHONE	, Ext): 707-5	54-6080		FAX (A/C, No): 7()7-55	54-2198
Vallejo, CA 94590				E-MAIL	, ikilkenn	v-turk@vall	ejoinsurance.	COM		
Jeanne Kilkenny-Turk				AUDRES			RDING COVERAGE		····	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI				ie, may be a	attached if more	space is require	d)			
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	Project Information		
Project Name	Claremont Middle School Multi-Purpose Room Project	Site	201
	Basic Directions		
Services	cannot be provided until the contract is awarded by the Board authority delegated by the B		by the Superintendent pursuant to
Attachment Checklist	 x Proof of general liability insurance, including certificates and e x Workers compensation insurance certification, unless vendor 		

Contractor Information									
Contractor Name	KDI Group, Inc.	Agency's Con	tact	Ken DeCa	arlo				
OUSD Vendor ID #	002377	02377 Title Manager							
Street Address	7977 Capwell Drive, Suite 100	City	Oak	land	State	CA	Zip	94621	
Telephone	510-333-6521	Policy Expires	5						
Contractor History	Contractor History Previously been an OUSD contractor? X Yes No Worked as an OUSD employee? Yes X No								
OUSD Project #	15127								

Term of Original/Amended Contract							
Date Work Will Begin (i.e., effective date of contract)	12-2-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-31-2023				
		New Date of Contract End (If Any)					

		Compensation/R	Revised Compensation		
If New Con Contract Pr	tract, Total ice (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$418,550.00)
Pay Rate P	er Hour (If Hourly)	\$	If Amendment, Change in Price	\$	
Other Expe	nses		Requisition Number		
lf you	are planning to multi-fund		et Information blease contact the State and Federal Office <u>befo</u>	ore completing red	quisition.
Resource #	Funding Source		Org Key	Object Code	Amount
9650/9670	Fund 21, Measure J	210-9650-0-9670-850	00-6235-201-9180-9905-9999-15127	6235	\$418,550.00

Approval and	Routing (in order of approval steps)
Approvarana	reduing (in cruch of upprovul crupo)

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

	Division Head Phone	510-535-7038	Fax	510-535-7082		
1.	Executive Director, Facilities Planning and Management					
	Signature KChatman	Date Approved	11/5/21			
2	General Couns al, Dart ney t of Ficilities Planning and Management					
2.	Signature Lozano Smith, as to form only	Date Approved	11/3/21			
	Deputy Chief, Facilities Planning and Management					
3.	Signature	Date Approved	1152			
	Chief Financial Officer					
4.	Signature	Date Approved				
	President, Board of Education					
5.	Signature Marboy Shanthi Gonzales	Date Approved	12/2/2021			