

Board Office Use: Legislative File Info.	
File ID Number	26-0239
Introduction Date	02-25-2026
Enactment Number	
Enactment Date	



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

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director of Facilities

Board Meeting Date February 25, 2026

Subject Amendment No. 1, Master Project Agreement for Inspector of Record Services – King Construction Inspection, Inc. – Calvin Simmons Turf Field Replacement-UFSA Life Academy Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Master Project Agreement for Inspector of Record Services by and between the **District and King Construction Inspection, Inc., Oakland CA**, for the latter to provide Inspection of Record Services for the **Calvin Simmons Turf Field Replacement-UFSA Life Academy Project**, in an additional total amount of **\$23,387.50**, increasing the Agreement’s total not-to-exceed amount from **\$0.00** to **\$23,387.50**, with work scheduled to commence on February 26, 2026, and scheduled to end on August 26, 2026. All other terms and condition of the Agreement remain in full force and effect.

Discussion This Amendment is for inspection of record services for the Calvin Simmons Turf Field Replacement-UFSA Life Academy Project, for a period of one hundred eighty-one calendar days.

LBP (Local Business Participation Percentage) 100%

Recommendation Approval by the Board of Education of Amendment No. 1, to the Master Project Agreement for Inspector of Record Services by and between the District and King Construction Inspection, Inc., Oakland CA, for the latter to provide Inspection of Record Services for the Calvin Simmons Turf Field Replacement-UFSA Life Academy Project, in an additional total amount of \$23,387.50, increasing the Agreement’s total not-to-exceed amount from \$0.00 to \$23,387.50, with work scheduled to commence on February 26, 2026, and scheduled to end on August 26, 2026. All other terms and condition of the Agreement remain in full force and effect.

Fiscal Impact Fund 1 General Fund, ELOP

Attachments

- Amendment No 1, including Exhibits
- Routing Form
- File ID:25-3056

AMENDMENT NO 1

MASTER PROJECT INSPECTOR OF RECORD SERVICES AGREEMENT

Pursuant to the Master Project Inspector of Record Services Agreement (“Master Agreement”) between the Oakland Unified School District (“District”) and King Construction Inspection, Inc. (“Inspector”) effective **February 26, 2026** (“Agreement”), the District and Inspector agree to amend the Master Agreement to add Inspection services for the **Calvin Simmons Turf Field Replacement at UFSA Life Academy Project** (the “Project”).

Services. The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. The scope of services to be provided for the Project include those described in Section 4 of the Master Agreement (the “Services”). In the event of a conflict between the Master Agreement and this amendment, the terms of this amendment shall control.

In addition to the duties and responsibilities in the Master Agreement, Inspector shall provide services consistent with its January 21, 2026, proposal for the Project, attached hereto as **Exhibit A**. Any additional terms and conditions, except those relating to price or scope, shall have no force or effect.

Price. For services satisfactorily performed under this amendment to the Master Agreement, Inspector shall be compensated according to its rate schedule attached to this amendment. Inspector’s total compensation for its services shall not exceed \$23,387.50, which is Inspector’s quote for the maximum total cost of its services Inspection of Record Services Work, based on its January 21, 2026, fee proposal for the Project. The foregoing not to exceed amount shall, if noted in Inspector’s proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District’s consent if Inspector demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project’s completion date requiring extended Inspection Services. Any unused contingency amount shall be retained by the District.

If the total amount invoiced by Inspector reaches the not-to-exceed amount before services under the Master Agreement are complete, Inspector must complete the Services without submitting additional invoices, or receiving additional payment, for the Services.

Reimbursables. Inspector’s total reimbursement for Reimbursable Expenses shall not exceed the amount indicated on Inspector’s proposal which is Inspector’s estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

OAKLAND UNIFIED SCHOOL DISTRICT

KING CONSTRUCTION, INC.



Digitally signed by Edward King
Date: 2025.02.02 08:24:59
-0800'

Jennifer Brouhard, President,
Board of Education

Date

Signature

Date

Print Name, Title

Denise Gail Saddler, Ed.D.,
Interim Superintendent & Secretary
Board of Education

Date



[Preston Thomas \(Feb 3, 2026 16:24:38 PST\)](#)

Preston Thomas, Chief Systems
& Services Officer

Date



2/2/2026

James Traber, Esq.
Counsel, OUSD

Date

Exhibit A

Inspector's Proposal



BILLING RATES January 29, 2026

DSA Class 1 Inspector.....	\$135.00 / hour
DSA Class 2 Inspector.....	\$130.00 / hour
DSA Class 3 Inspector.....	\$125.00 / hour
Project Manager.....	\$175.00 / hour
Clerical/Administrative.....	\$ 68.00 / hour

- KCI's services are provided on a 4-hour minimum basis for part-time work, including project reporting time and travel.
- Overtime and weekend work (if needed) is billed at a multiplier of 1.36.
- The rates quoted are good until December 31, 2026, at which time there will be a COLA adjustment of 3.5%, and every year thereafter.
- Parking and reimbursable expenses are billed at cost.
- Travel time and mileage are not charged to the project site, only when inspections require driving between project sites.

Scope of Work

C. PROJECT SUMMARY

The scope of the project is to replace the existing multi-use field with new synthetic turf. The work will include updating or replacing site furnishings and utilities related to field improvements, such as fencing and drainage structures. Additional improvements will include accessibility upgrades along the path of travel, including parking areas, restrooms, walkways, and site furnishings.

FEE PROPOSAL

KCI Lump Sum Fee Proposal for Calvin Simmons Turf Field Replacement Project at UFSA and Life Academy.

Estimated cost in RFP is given as \$1M.

Estimated project schedule given as OUSD Summer Break schedule, which February 26 – May 26, 2026

We estimate the following for each project:

8 hrs. mob/demob	8 hrs @ \$135/hr	=	\$ 1,080.00
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8 weeks @ 16 hrs each = 128 hrs x \$135/hr	=	\$17,280.00
PM Oversight of 2 hrs. @ \$175/hr.	=	<u>\$ 350.00</u>
Total cost		\$18,710.00
25% Contingency Fee, if approved by the District		\$ 4,677.50
Total Contract Request for the OUSD Turf Project		\$23,387.50

Oakland Unified School District
L/SLRBE Verification
Calculations & Analysis Worksheet (RFQ/P)

Site: Calvin Simmons
Project Name: Turf Field Replacement - IOR Services
Project Number: 25026



Prime	Prime/Subs	Proposed SLBE Status	LBP Credit Given	Proposed Contract %	Minimum LBU Requirement Met	LBU Preference Points	Notes	
King Construction Inspection	KCI	SLBE	SLRBE	100.00%	YES	+3 Pts	Confirmed	
								SLRBE Credit Given
Total Proposed LBU Participation:				100.00%		5 Pts	SLRBE % 100.00% SLBE % 0.00% LBE % 0.00% This firm meets the minimum OUSD LBU requirements.	
ANTHONIO INC.	Antonio	SLBE	SLBE	100.00%	YES	+2 Pts	Confirmed	
								SLBE Credit Given
Total Proposed LBU Participation:				100.00%		4 Pts	SLRBE % 0.00% SLBE % 100.00% LBE % 0.00% This firm meets the minimum OUSD LBU requirements.	

LBU Justification

- Full LBU Requirement: The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- LBU Modification - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
- LBU Reduction - Based on the availability analysis, the LBU Requirement may be met with a modified 25% Cumulative Local Business Participation - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.
- LBU Complete Waiver - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or 25% LBE requirement for this contract.

Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

Non Responsive: Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

King Construction Inspection (KCI)
ANTHONIO, INC

N/A

Approval - LBU Compliance Officer



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Calvin Simmons Turf Field Replacement UFSA Life Academy	Site	335
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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	King Construction Inspection, Inc.	Agency's Contact	Edward King				
OUSD Vendor ID #	007828	Title	Manager				
Street Address	5463 Kales Avenue	City	Oakland	State	CA	Zip	94618
Telephone	510-333-6521	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	25026						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	01-29-2026	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)	08-26-2026

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	\$ 23,387.50
Other Expenses		Requisition Number	

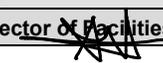
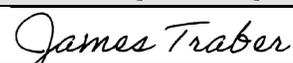
Budget Information

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
2600/9000	Fund 1	010-2600-0-9000-8500-6235-335-9180-0092-9999-25026	6235	\$23,387.50

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature 	Date Approved			
	Sele Nadel-Hayes (Feb 4, 2026 13:06:04 PST)				
2.	Counsel, Facilities Planning and Management				
	Signature 	Date Approved	2/2/2026		
3.	Chief Systems and Services Officer				
	Signature 	Date Approved	02/03/2026		
	Preston Thomas (Feb 3, 2026 16:24:38 PST)				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-3056
Introduction Date	01-28-2026
Enactment Number	26-0117
Enactment Date	1/28/2026 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Sele Nadel-Hayes, Executive Director of Construction

Board Meeting Date January 28, 2026

Subject Master Project Inspector of Record Services Agreement - King – Construction Inspection, Inc. - DSA Certified Project Inspectors at Various School Sites Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of a **Master Project Inspector of Record Services Agreement** by and between the **District** and **King Construction Inspection, Inc.**, Oakland, CA, for the latter to provide Inspector of Record Services at various school sites in the not-to-exceed amount of \$0. The agreement shall commence on January 29, 2026, and shall end upon the completion of all assigned projects pursuant to the Agreement.

Discussion Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

LBP (Local Business Participation Percentage) 100%

Recommendation Approval by the Board of Education of a Master Project Inspector of Record Services Agreement by and between the District and King Construction Inspection, Inc., Oakland, CA, for the latter to provide Inspector of Record Services at various school sites in the not-to-exceed amount of \$0. The agreement shall commence on January 29, 2026, and shall end upon the completion of all assigned projects pursuant to the Agreement.

Fiscal Impact All Capital Funds:

- 01 General Fund
- 14 Deferred Maintenance
- 21 Building Fund
- 25 Capital Facilities
- 35 County Schools Facilities
- 40 Special Reserve for Capital Outlay Projects

Attachments

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



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

Legislative File ID No. 25-3056

Department: Facilities Planning and Management

Vendor Name: King Construction Inspection, Inc. Project No.: 25113

Project Name: DSA Certified Project Inspectors at Various School Sites Project

Contract Term: Intended Start: 01-29-2026 Intended End: 06-30-2028

Total Cost Over Contract Term: \$0.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

King Construction Inspection, Inc. submitted a Statement of Qualifications in response to the District's Request for Proposals and was selected to enter into a Master Agreement.

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

Provide project inspection services for various upcoming school projects that will be under the jurisdiction of the Division of the State Architect.

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?

King Construction Inspection, Inc. proposed hourly billing rates for staff positions, as submitted in response to the RFP, were found to be in line with industry standards. Based on the District's best value criteria, considering both qualifications and fees, the rates were deemed reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code § 4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- 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 IOR inspection services.

MASTER PROJECT INSPECTOR OF RECORD SERVICES AGREEMENT

This MASTER PROJECT INSPECTOR OF RECORD SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 29 day of January, 2026, between the Oakland Unified School District a California public school district (“**District**”), and **King Construction Inspection, Inc.** (“**Inspector**”). The District and Inspector may be referred to herein individually as “**Party**” or collectively as “**Parties.**”

RECITALS

A. WHEREAS, the District intends to or has engaged a contractor (“**Contractor**”) to perform certain construction services for the Project(s) identified in Exhibit C, as may be amended from time to time, pursuant to those certain contract(s) entered into by and between the District and the Contractor (the “**Contract Documents**”). For the purposes of this Agreement, the term “**Project**” or “**the Project**” shall mean any and all projects identified on Exhibit C and any subsequent amendment to this agreement, and the associated work to be performed by the Contractor under the Contract Documents.

B. WHEREAS, the Project(s) identified in Exhibit C, as may be amended from time to time, is subject to the jurisdiction of the California Department of General Services, Division of the State Architect (“**DSA**”).

C. WHEREAS, in connection with construction of the Project, the District is required by applicable law to retain the services of a Project Inspector of Record who holds the DSA Certification (as defined below).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Inspector agree as follows:

Section 1. Scope of Work. Inspector shall furnish those services specified in this Agreement, including, but not limited to, Section 4, for any Project identified on Exhibit C or any subsequent amendment to this agreement including any additional Project:

Section 2. Inspector Qualifications. The Inspector shall, at all times during this Agreement, be qualified and duly approved and authorized by DSA to conduct inspection services, and shall at all times maintain the proper qualifications (“**DSA Certification**”) to perform the duties of, and act as, a general building inspector on school building construction projects or modernization projects of the type and classification of the Project. The Inspector represents and warrants that its DSA Certification has not, either at the time of this Agreement, or any amendment, or at any time previously, expired, been revoked, suspended, or withdrawn, or otherwise declared invalid.

Section 3. Verification of DSA Certification Status. The Inspector authorizes the District to confirm with DSA the status and history of the Inspector’s DSA Certification. Inspector shall promptly provide verbal or written permission to DSA as required to release information regarding the Inspector’s DSA Certification consistent with this Agreement.

Section 4. **Inspection Services.** The Inspector shall, with respect to the Project, discharge the duties and responsibilities of an inspector of record as specified in currently applicable law, including but not necessarily limited to Title 24 of the California Code of Regulations (“**CCR**”), and the most recently published DSA Interpretation of Regulations (“**IR**”) A-8 (collectively, “**Inspection Services**”). The Inspection Services shall include, but are not limited to, the following:

- a. The Inspector shall act under the direction of the District’s architect or structural engineer (“**Design Professional**”). The Inspector shall be responsible, however, to DSA for the enforcement of the plans and specifications for the Project.

- b. The Inspector’s responsibilities shall include:
 - i. Complying with all inspection requirements required by DSA, including, but not limited to, any applicable DSA rules, regulations, procedures, IR, or other issuances or orders from DSA controlling Inspector’s provision of Inspection Services (collectively, “**DSA Regulations**”). The DSA Regulations applicable to this Agreement include, but are not limited to, the requirements and guidelines set forth in the DSA Form 152 Inspection Card Manual, DSA IR A-8, and DSA Procedure 13-01, as such may be amended from time to time by DSA.

 - ii. Ensuring that the correct quantity of project inspection cards (DSA Form 152) are issued for the Project. The Inspector is required to be in possession of the necessary DSA Form 152s before commencement of construction of the Project.

 - iii. Obtaining a copy of the construction documents approved by DSA for the Project, including the plans and specifications (“**DSA Approved Documents**”) from the Design Professional.

 - iv. Providing personal, competent, adequate, and continuous construction inspections of all aspects of the construction of the Project.

 - v. Having a thorough understanding of all requirements of the construction documents for the Project.

 - vi. Inspecting all portions of the construction of the Project for compliance with the requirements of the DSA Approved Documents.

 - vii. Identifying, documenting, and reporting deviations in the construction of the Project from the DSA Approved Documents.

 - viii. Submitting verified DSA Form 6-PI reports, noting any outstanding deviations in the construction of the Project from the DSA Approved Documents.

 - ix. Obtaining a copy of the DSA approved “Statement of Structural Tests and Special Inspections” (DSA Form 103) from the Design Professional before the commencement of construction on the Project.

 - x. Meeting with a District representative, the Design Professional, and the contractor(s) as often as is needed (but not less than weekly) to mutually

communicate and understand the testing and inspection program and the methods of communication appropriate for the Project.

- xi. Meeting with the “Laboratory of Record” to mutually communicate and understand the testing and inspection program and methods of communication appropriate for the Project.
- xii. Immediately notifying the DSA Regional Office (with simultaneous notification to the District’s Construction Manager, Counterpoint, hereinafter referred to as the “**Project Manager**”) with construction oversight authority over the Project, by telephone or electronically, if (1) construction on the Project commences without all required DSA Form 152s in the possession of the Inspector; or (2) applicable sections of DSA Form 152s have not been signed off by the Inspector and the contractor proceeds with construction activity that will conceal the unapproved work.
- xiii. Utilizing information found in the DSA Form 152 Inspection Card Manual to ensure necessary tests and inspections are completed and that necessary documents are in the Job File (defined in Section 4(c)(iii)) before approving or otherwise signing off on each applicable block and section of the DSA Form 152s.
- xiv. As required by DSA Regulations and the California Building Code (“**CBC**”), (1) providing “special inspection” of aspects of the construction allocated to the Inspector on the “Test or Special Inspection List” (DSA Form 103), (2) providing “special inspection” of aspects of construction requiring special inspection by Title 24 of the CCR. Any changes to the Inspector’s responsibilities shown on the DSA Approved Documents (including DSA Form 103) must be approved by change order or field change document (DSA IR A-6) prior to proceeding with the related construction work.
- xv. Inspector shall become familiar with the Project plans and specifications, other Contract Documents and all Contractors’ operations during all phases of the Project.
- xvi. Inspector shall maintain an effective working relationship with the Contractor, District personnel, and the Design Professional.
- xvii. Inspector shall personally observe, check, and measure items used on the project for compliance with the Contract Documents and technical instructions from the Design Professional.
- xviii. Inspector shall be tactful, firm and fair in insisting that Contractors adhere to the Contract Documents.

- xix. Inspector shall inspect all materials promptly upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition and monitor materials that are installed.
- xx. Inspector shall attempt to foresee methods or materials which will not be acceptable and immediately bring those facts to the District's representative, Design Professional's and Contractor's attention, in order to avoid removal of work already in place.
- xxi. Inspector shall actively assist the Contractor in securing decisions and clarifications from the District, the Design Professional or DSA.
- xxii. Inspector shall 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.
- xxiii. Inspector shall monitor time and material work by accounting for materials used in logging actual time the Contractor worked on the task upon request by the District or the Design Professional.
- xxiv. Inspector shall review Contractor's payment requests to help ensure that they accurately reflect progress on the Project.
- xxv. Inspector shall report to the District and the Design Professional when any related work is being installed prior to shop drawings having received final approval from the Design Professional.
- xxvi. If Inspector observes obvious safety violations or concerns, then Inspector shall put the Contractor on notice and advise the District.
- xxvii. Inspector shall attempt to foresee the need for all required tests and inspections, and coordinate scheduling with Contractor and testing lab in advance to ensure the Project is not delayed.
- xxviii. Inspector shall timely arrange for all tests and inspections which are requested by the District or the Contractor, arrange for prompt notification of Design Professional of the tests and inspections, and record the Design Professional's approval or rejection.

- xxix. Inspector shall coordinate and monitor on-site testing and ensure that all required tests are performed by the selected testing laboratory, or others as specified in the Contract Documents.
- xxx. Inspector shall check and report to the District, the Design Professional and laboratory indicating defective materials or other problems and seek instructions regarding how to proceed.
- xxxi. Inspector shall review billings from testing laboratories to see that billings reflect only tests actually requested and performed.
- xxxii. Inspector shall advise the District (or the District's representative) and the Design Professional of circumstances surrounding requested changes in work.
- xxxiii. Inspector shall report to the District (or the District's representative) and the Design Professional 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.
- xxxiv. Inspector shall note the Design Professional's verbal instructions to the Inspector during field supervision trips in the Inspector's Daily Log for that day or in the Field Instruction Sheet.
- xxxv. Inspector shall help make sure that the required record as-built drawings are accurately marked daily, or as required.
- xxxvi. Inspector shall, upon request, provide the District with a written report regarding each Contractor's performance of the Project.
- xxxvii. Inspector shall certify at completion of the construction on acceptable forms, that all materials used were in good condition and comply with the Contract Documents, that all work was performed in accordance with the Contract Documents and that the Project was constructed according to the Contract Documents.
- xxxviii. Inspector shall assist the District (or the District's representative) and the Design Professional in the final inspection, punch list and Project acceptance/closeout phase.

xxxix. Inspector shall agree to timely and properly complete all reports requested by the District, DSA, the Design Professional, or as required by law. Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

c. The Inspector is required to:

i. *Perform Continuous Inspections.* The Inspector must have actual personal knowledge of the continuous construction of the Project, obtained from their personal continuous inspection of the Project during all stages of its progress when work is performed at the Project site. For work performed at locations other than the Project site, the Inspector must have personal knowledge obtained through the reporting of others on the testing or inspection of materials and workmanship for compliances with the plans, specifications, or applicable standards for the Project.

Continuous inspection means complete and timely inspections of every part of the construction of the Project, as the work progresses. Verbal notification of a deviation shall be promptly made to the contractor(s) performing the non-conforming work, so that the deviation may be immediately corrected. In the event the contractor fails to immediately correct any non-conforming work, then the Inspector shall provide a written notice of deviation, as provided in Section 4(c)(vii).

ii. *Relationship to the Design Professional.* The Inspector shall work under the general direction of the Design Professional. The Inspector shall promptly report to the Design Professional (and the District's Project Manager) any perceived inconsistencies or errors in the Project plans and specifications for the Design Professional's interpretation or instruction. In no case, however, shall the Design Professional's instruction cause work to be performed that is not in conformity with the DSA Approved Documents.

iii. *Job File.* The Inspector shall maintain a file including, but not limited to, approved plans and specifications (including all approved addenda and change orders), all Daily Reports, and complete and accurate testing and inspection records with respect to all records for the Project ("**Job File**"), and shall immediately return any unapproved documents to the Design Professional for proper action. The Inspector shall have and maintain on the Project site at all times all codes and documents referred to in the plans and specifications for the Project. The Job File shall be kept and maintained in an organized manner and readily accessible to DSA during site visits. The Inspector shall make the Job File available to the District's construction manager and/or its Superintendent and any members of the District's staff at the direction of the District.

At the completion of construction, the Inspector shall provide a copy of the Job File, with the exception of building codes and standards, to the District for its permanent records. The Job File shall include all records required to be maintained by the Inspector by DSA regulations including without limitation IR A-8 and DSA Procedure PR 13-01. Consistent with the requirements of DSA, the Job File

should be maintained in electronic format, and it shall be sufficient if the Job File is maintained by the Inspector within the DSA's electronic database.

The Inspector shall make a copy of the Job File available to DSA on request, and shall submit a portion of the Job File to DSA when (1) the Inspector's services are terminated for any reason before completion of the Project; (2) the Project is substantially complete; or (3) work on the Project is suspended for more than one (1) year. The portion of the record submitted to DSA pursuant to this subsection shall be that portion described in Section 3 of DSA Procedure PR 13-01.

Additionally, the Job File shall comply with Government Code Section 8546.7, which authorizes the State Auditor and public entities, for a period of three (3) years following final payment to the Inspector, to review, audit or copy records of contracting parties with respect to each contract providing for expenditure of public funds in excess of ten thousand dollars (\$10,000). Therefore, the Inspector shall maintain and make such records available at all reasonable times during any period which services are provided for the Project and for three (3) years from the date of the final District payment to the Inspector pursuant to this Agreement. Prior to destruction of any records, Inspector shall notify District of its intent to destroy such records. District shall notify Inspector within sixty (60) days of receipt of notice if the District desires that said records be sent to the District, and the Inspector shall deliver all such records to the District.

- iv. *Inspector's Semi-Monthly Reports.* The Inspector shall keep the District and the Design Professional thoroughly informed as to the progress of the work by making semi-monthly reports in writing, as required by applicable rules including without limitation Section 4-342 of Part 1 of Title 24 of the CCR ("**Semi-Monthly Reports**"). The Semi-Monthly Reports shall be made utilizing DSA Form 155. Unless otherwise required by law or regulation of DSA, the Semi-Monthly Reports shall be made and submitted electronically on the 1st and 16th of every month consistent with DSA IR A-8. Copies of the Semi-Monthly Reports shall be provided electronically, unless otherwise requested, to the Design Professional, the District, and DSA.
- v. *Inspector's Daily Reports.* The Inspector shall keep the District and, if requested in writing, the Design Professional, thoroughly informed as to the progress of work on the Project. This duty shall include, but not necessarily be limited to submitting detailed daily reports ("**Daily Reports**") for each day that the Inspector is on the site to the District and, as requested, the Design Professional.

The Daily Reports shall give a daily detailed account of all activities occurring during the life of the project. A minimum of one report should be completed for each day that the Inspector is at the site, beginning with the date work begins and carried to the date that the project is completed and accepted, whether or not work is performed on the project. Additional reports shall be used as necessary to report the various operations that are performed on the project, such as night operations and/or multiple shift work. The Daily Reports shall be transmitted to the District Project Manager with copies to the Contractor not less than once per week.

The Inspector and each person performing Inspection Services on the Project shall complete and submit a Daily Report. The Daily Reports shall be completed with information which is legible and written either with ink or lead pencil. Inspector shall provide Daily Reports which are neat, orderly, and that give a complete account of the daily activities. Information needed to complete the report should include, but is not limited to the following:

1. The names of any and all persons performing services for Inspector.
2. Date, weather, hours worked, forces, and equipment.
3. Detailed description of operation.
4. Detailed information concerning delays encountered.
5. Errors noted and changes needed or made.
6. Contact with utility companies.
7. Samples taken.
8. Checks made such as depth, width, correctness of cut/fill slopes, etc.
9. General comments on operations inspected.
10. Visitors and their comments.
11. Any other information or observations as may be requested by the District or deemed relevant by the Inspector.

The preceding items are given as a minimum, and are not intended to limit information required to be placed in the Daily Reports. Inspector shall use his/her judgment and comply with the direction of the Design Professional and District's Project Manager to determine what additional information is necessary to provide a factual record of the daily activities.

The Inspector's Daily Report shall be completed on a form substantially similar to the attached **Exhibit A** or as otherwise agreed upon with the District's Project Manager in advance. The Inspector's Daily Report shall address each item of information in the accompanying **Exhibit A**.

- vi. *DSA Notifications.* The Inspector shall notify DSA, as required by applicable rules including without limitation Section 4-342(b)(5) of Part 1 of Title 24 of the CCR, of (1) the start of work on the Project; (2) at least forty-eight (48) hours before the completion of foundation trenches; (3) at least forty-eight (48) hours before the first foundation concrete placement and twenty-four (24) hours in advance of any subsequent and significant concrete placement; and (4) anytime the work on the Project is suspended for more than two (2) weeks. Such notification shall be made on DSA Form 151, and sent electronically to DSA. For purposes of the "start of work," the Inspector shall use the date on which the contractor mobilizes on the Project site to begin work on the Project. Notifications required by this Section shall be made in writing, with email notification sufficient to satisfy this requirement to the extent accepted by DSA. All notifications made to DSA pursuant to this section shall simultaneously be made to the District's Project Manager. The Inspector shall be responsible for entering the "Card Start Date" on DSA Form 152 and submitting the DSA Form 151.
- vii. *Written Notice of Deviation.* If a deviation, following verbal notification to a contractor of a deviation in construction on the Project from the DSA approved plans, is not immediately corrected, then the Inspector shall promptly issue a written notice of deviation to the contractor, with a copy sent electronically to the Design Professional, the District, and DSA. The written notice of deviations shall be made utilizing DSA Form 154. The status and resolution of all deviations must be documented on the Semi-Monthly Reports.
- viii. *Report to Design Professionals.* The Inspector shall report to the Design Professional and the District in writing all uncertainties in the Inspector or contractors' comprehension of the DSA Approved Documents.
- ix. *Monitoring of Materials Testing and Special Inspection Program.* The Inspector shall be responsible, under the direction of the Design Professional, for monitoring the work of any special inspectors and materials testing laboratories to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA Approved Documents.

The Inspector shall monitor the following aspects of the "Materials Testing and Special Inspection Program":

1. Identify and report any special inspectors on the Project site that are not DSA-approved;
2. Verify that the materials testing laboratory is included on the "List of DSA Accepted Testing Laboratories" published on the DSA website at

<https://www.apps.dgs.ca.gov/tracker/ApprovedLabs.aspx>, and that all sampling and testing is performed by the testing laboratory;

3. Verify that the materials testing lab and special inspectors have received sufficient advance notice to perform the required material sampling or special instruction;
 4. Verify that all required material sampling and special inspections have been performed, and to observe any special inspector's on-site presence, performance of duties, the special inspector's documentation of complying and non-complying work, and the issuance of deviation notices; and
 5. Review all materials tests and special inspection reports, and report the status and resolution of deviations reports by any materials testing lab or special inspector on the Semi-Monthly Reports.
- x. *Reporting for Project with Work Stoppage.* The Inspector shall comply with any specific instructions from DSA, for additional reporting and/or oversight of construction or otherwise, arising in connection with a documented non-compliant condition that causes, or results in, a work stoppage. Such additional reporting may be required in the case of a Stop Work Order, Order to Comply, or Request for District/Owner to Stop Work, arising in accordance with DSA IR A-13.
- xi. *Verified Reporting.* Consistent with the requirements of applicable rules including without limitation Section 4-336 of Part 1 of Title 24 of the CCR, the Inspector shall electronically submit verified reports ("**Verified Reports**"), utilizing DSA Form 6-PI and DSA Form 152, as appropriate, directly to DSA (with copies to the Design Professional and District) when any of the following occur:
1. Work on the Project is suspended for more than one (1) month.
 2. Inspector is terminated for any reason prior to the completion of the Project, and termination is not a result of a work stoppage.
 3. DSA requests a Verified Report.
 4. The District occupies any building involved in a Project before the completion of the entire DSA approved scope of work for the Project.
 5. The Project is substantially complete. For the purposes of this Agreement, "**substantially complete**" shall mean that the Project is sufficiently complete in accordance with the DSA Approved Documents that the District may occupy or utilize the Project for its intended use, as determined by the District and the Design Professional.
- xii. *Approval of DSA Form 152.* The Inspector shall sign-off on applicable blocks and sections of DSA Form 152 when: (1) the completed work is in compliance with the DSA Approved Documents; (2) all necessary testing and inspections are complete; (3) any deviations from the DSA Approved Documents are resolved;

(4) any DSA field trip note issues are resolved; and (5) all necessary documents are received by the Inspector. If any block or section is not applicable to the construction of the Project, the Inspector shall enter “NA” and initial.

- d. The Inspector is prohibited from performing functions associated with actual construction work, including, but not limited to: (1) constructing any portion of the Project; (2) ordering or purchasing materials; (3) directing the work of the contractor, subcontractor, volunteer labor, or any other entity performing construction work on the Project; (4) coordinating or scheduling the work on the Project; or (5) performing “quality control” of construction.

Section 5. Conflict of Interest in Employment of Inspector. Inspector hereby warrants that Inspector is not employed by a construction manager, project manager, or laboratory performing work for, or otherwise under contract with, the District, either for the Project or any other project of the District. To the extent the Inspector is employed by a construction manager, project manager, or laboratory performing work on another project of the District, other than the Project, that commenced prior to the District’s, such conflict shall not bar the Inspector from providing Inspection Services to the District for the Project, provided the construction manager, project manager, or laboratory are not performing work, or otherwise under contract to perform work, on the Project.

Section 6. Compensation. In exchange for the Inspector’s performance of the Inspection Services set forth in this Agreement, and as otherwise required by law or regulation, the District agrees to pay the Inspector as stated in **Exhibit C** to perform the Inspection Services required by in this Agreement.

- a. The aforementioned rate shall constitute the only compensation that the District shall owe to the Inspector, and is agreed upon as full compensation and consideration for Inspector to take all required actions, and incur all necessary expenses, which are required for Inspector to perform the Inspection Services required by this Agreement.
- b. Invoices shall be submitted monthly, in a form acceptable to the District.
- c. Invoices shall not be submitted, and the District shall have no obligation to provide compensation, until the Daily Reports have been submitted to, and accepted by, the District.
- d. As a precondition of any payment, Inspector shall complete daily timecards certifying the accuracy of the number of hours for which the Inspector is seeking payment. Inspector shall submit with its Daily Reports (on a weekly basis as described in section 4(c)(iv) above).
- e. District shall pay undisputed invoices within thirty (30) days of receipt from the Inspector. The District may, within fifteen (15) days of receipt of a payment request from Inspector, reasonably request additional information and supporting documentation, in which case the District’s time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes Inspector to submit such information or documentation.

- f. The District may withhold final payment to the Inspector, following the completion of construction of the Project, until the Inspector has delivered the Job File to the District as required by this Agreement and DSA Procedure PR 13-01. Inspector shall not be reimbursed for any expenses unless authorized in writing by District in advance.
- g. Inspector agrees to be available when required, coordinated, or as directed by the District, or agreed to by mutual consent from the first day of work on the Project until completion.
- h. The District may reduce the inspection time on the Project as necessitated by Project delays, non-critical activity or as the project nears completion.
- i. Inspector shall bill the District at the hourly rate above only for time any Inspector is actually on the Project site performing the Inspection Services required by this Agreement.
- j. Notwithstanding anything herein to the contrary, if Inspector can provide documentary evidence demonstrating to the District's satisfaction that this contract required it to procure insurance of types or amounts not possessed prior to this agreement, District shall reimburse Inspector for the associated cost of the increased insurance premium.

Section 7. **Term of Agreement.** This Agreement shall commence on the date of execution of this Agreement by all Parties, and shall apply to a Project until one of the following occurs with respect to that Project:

- a. The District declares the project complete and/or files a Notice of Completion with the County Recorder's Office;
- b. The Project is indefinitely suspended or abandoned prior to completion, upon written notice by the District to the Inspector. This provision shall not result in the termination of the agreement where the District intentionally suspends work on the Project for any specified period of time;
- c. Funding for the Project is not received by the District, or is denied by the State Allocation Board ("**SAB**"), the Office of Public School Construction ("**OPSC**"), or the State of California ("**State**"), upon written notification by the District to the Inspector;
- d. The District decides that the Inspector's performance under the Agreement is unsatisfactory, and terminates the Agreement pursuant to Section 9, or for convenience under Section 10; or
- e. The Inspector is not approved by DSA to perform the Inspection Services for the Project.

Section 8. **Violations.** If the Inspector either (a) fails, neglects, or refuses to notify a contractor of any work on the Project that does not comply with the requirements of the DSA Approved Documents, or (b) fails, neglects, or refuses to report immediately, in writing, any such violation to the Design Professional, to the District, and to DSA, such failure, neglect, or refusal shall constitute a

violation of the Field Act and this Agreement, and shall be cause for DSA to take action, and for the District to terminate this Agreement at its discretion pursuant to Section 9.

Section 9. **Termination for Cause.** This Agreement may be terminated in whole or as to any particular Project by either Party upon fourteen (14) days written notice to the other Party, in the event of a substantial failure of performance by the other Party of the duties and obligations set forth in this Agreement (including but not limited to failing to maintain any of the insurance coverages required by this Agreement), provided that the Party has been provided ten (10) days notice to cure the alleged breach. In the event of a breach by the Inspector, including insolvency of the Inspector, all damages and costs associated with the termination, including increased inspection and replacement inspector costs arising in connection with the termination or underlying breach, shall be deducted from payments otherwise due to the Inspector. Except for those deductions permitted by this Section, in the event of a termination for cause, the Inspector shall otherwise be entitled to payment for all services performed to the District's satisfaction, until the date of notice of termination, plus any sums due to the Inspector for extra services, if any, which have been approved in writing by the District in advance of the provision of the services.

Section 10. **Termination for Convenience.** This Agreement may be terminated in whole or as to any particular Project without cause by the District upon fourteen (14) days written notice to the Inspector. In the event of a termination for convenience (without cause), the District shall pay Inspector for all services performed to the District's satisfaction and approved by the District in writing up to the date of notice of termination, plus any sums due to the Inspector for extra services, if any, which were authorized and approved in writing in advance by the District. The District's right to terminate for convenience shall extend to any termination associated with the District's suspension (for any reason) or abandonment of the Project.

Section 11. **Limitation on Other Projects.** Inspector shall make this Project its priority, and shall only work on other projects which are approved in writing by the District.

Section 12. **Dispute Resolution.** The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve informally any such disputes.

- a. *Inspector Continuation of Services.* Except in the event of the District's failure to make an undisputed payment of the Contract Price owed to the Inspector, notwithstanding any disputes between District and the Inspector hereunder, the Inspector shall continue to provide and perform Project Inspector Services and authorized Additional Services pending a subsequent resolution of such disputes.
- b. *Mandatory Mediation.* All claims, disputes and other matters in controversy between the Inspector and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation. The Parties shall jointly select a mediator within thirty (30) days of a request of mediation by a Party, and complete mediation as soon thereafter as practically possible but in no event later than ninety (90) days after the original request for mediation, unless otherwise agreed to by the Parties.

- c. *Government Claim Requirements.* The Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.
- d. *Arbitration.* In the event that mediation is unsuccessful, to the extent applicable law does not otherwise provide, any dispute, claim or controversy between or among the District and Inspector arising out of or in any way relating to this Agreement shall be determined by confidential, binding arbitration in the county in which the District's administrative offices are located before a neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this Agreement) with respect to any final arbitration award pursuant to this Agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) in the county in which the District's administrative offices is located. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain important rights and protections that otherwise may have been available if a dispute were determined by a judicial action including, without limitation, the extent of available discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

This agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of California, exclusive of conflict or choice of law rules.

If this Agreement is related to a larger project for which there is more than one contract involved, and if more than one contractual dispute arises related to that project, then the District then may, at its option, consolidate arbitration proceedings arising from the Project into a single arbitration proceeding.

- e. *Attorney's Fees.* To the extent either Party must seek enforcement or interpretation of this Agreement or otherwise defend against a claim arising from this Agreement, each Party shall bear their own fees and costs, including, but not limited to, mediation fees, arbitration fees, attorneys' fees

and collection expenses, regardless of whether legal proceedings are or have been commenced to enforce said terms.

Section 13. Insurance. Inspector shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Inspector, its agents, representatives, or employees. If Inspector can provide documentary evidence demonstrating to the District's satisfaction that this contract required it to procure insurance of types or amounts not possessed prior to this agreement, District shall reimburse Inspector for the associated cost of the new or increase in insurance premium.

- a. Coverage shall be at least as broad as:
 - i. Commercial General Liability (“**CGL**”): CGL on an “occurrence” basis for bodily injury and property damage with limits no less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile liability with limit no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
 - iii. Workers’ Compensation Insurance as required by the State, with statutory limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
 - iv. Professional Liability (Errors and Omissions) Insurance appropriate to the Inspector’s profession for a period of five (5) years following completion of the Project, with limit no less than five hundred thousand dollars (\$1,000,000) per occurrence or claim, one million dollars (\$2,000,000) aggregate.
- b. If the Inspector maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.
- c. *Additional Insureds.* The District and its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Inspector; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Inspector. General liability coverage can be provided in the form of an endorsement to the Inspector’s insurance.
- d. *Primary Insurance.* For any claims related to this Agreement, the Inspector’s insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Inspector’s insurance and shall not conflict with it.

- e. *Notice of Cancellation.* Each insurance policy required above shall state that coverage shall not be canceled, except with prior notice to the District of at least thirty (30) days (or ten (10) days for non-payment of premium).
- f. *Waiver of Subrogation.* Inspector hereby grants to District a waiver of any right to subrogation which any insurer of said Inspector may acquire against the District by virtue of the payment of any loss under such insurance. Inspector agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- g. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Inspector to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- h. *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.
- i. *Claims Made Policies.* If any of the required policies provide coverage on a claims-made basis: (a) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Inspector must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement.
- j. *Verification of Coverage.* Inspector shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the District before work commences under this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the Inspector's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 14. Indemnity. The Inspector shall indemnify, defend, and hold harmless the District against and from any and all claims, demands and liability for damage, loss or expense attributable to the injury or death of any person(s) or the damage to any property resulting from, arising out of, or in any way connected with the performance of the Agreement or work on the Project by Inspector, or its officers, agents, employees, or subcontractors. The Inspector shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, or cause of action that may be brought against the District resulting from, arising out of, or in any way connected with the performance of this Agreement by Inspector or its officers, agents, employees or subcontractors, including disputes between Inspector and its subcontractor(s). This indemnity shall survive termination of the Agreement. Nothing in this Agreement shall be construed or deemed to impose on the Inspector, or to relieve the District from, liability for the District's sole or active negligence or willful misconduct.

Section 15. **Assignment or Subcontracting.** All Inspector Services shall be deemed to be professional services. As such, the Inspector shall have no right or power to assign, sublet, transfer or otherwise substitute its interest in, or its rights and obligations pursuant to this Agreement without the prior written consent of the District.

Section 16. **Administration.** At no additional expense to the District aside from the compensation expressly provided for within this Agreement, the Inspector shall hire any and all independent contractors and consultants needed to implement and perform under this Agreement. Notwithstanding the foregoing, District will pay for all special inspections and lab work separately.

Section 17. **Independent Contractor.** The Inspector is an independent contractor and shall not be deemed or construed to be an employee, general agent or general representative of the District. Any limited agent or limited representative status conferred on the Inspector pursuant to this Agreement shall extend only so far as is reasonably necessary for the Inspector to perform its duties and responsibilities pursuant to this Agreement. The persons performing any of the Inspector Services pursuant to this Agreement on behalf of the Inspector shall at all times be under the Inspector's exclusive supervision, direction and control. The Inspector shall pay all wages, salaries, insurance benefits and other amounts due such personnel in connection with their performance of any services, including, but not limited to, services considered public works on the Project or any Inspector Services and as otherwise required by law. The Inspector shall be responsible for the preparation of all reports and payment of all obligations respecting such personnel, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

Section 18. **Fingerprinting.** Inspector shall complete the attached **Exhibit B**, related to fingerprinting, unless waived in writing by the District.

Section 19. **Conflict of Interest with District.** For the term of this Agreement, no officer, employee, or agent of the District, during the term of his or her relationship with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising herefrom. This provision shall not apply to the Inspector to the extent it is determined that the Inspector is an agent of the District as a result of being a Party to this Agreement.

Section 20. **Conflict with DSA Rules and Regulations.** To the extent either the DSA Regulations or this Agreement provide stricter requirements than the other, the stricter requirements shall apply. In the event any of the provisions of this Agreement conflict with DSA Regulations, the DSA Regulations shall govern over the Agreement relative to the Inspector's provision of Inspection Services to the extent of such conflict.

Section 21. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any particular provision hereof.

Section 22. **Prevailing Wage.** Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the District hereby requires compliance with all prevailing wage laws including without limitation the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract as established by the California Department of Industrial Relations and available at <http://www.dir.ca.gov/>.

- a. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code Section 1773.1 apprenticeship or other training programs authorized by Labor Code Section 3093, and similar purposes when the term “per diem wages” is used herein.
- b. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- c. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- d. Each worker of the Inspector or any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Inspector or any subcontractors and such workers.
- e. Inspector shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code Section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Inspector.
- f. Copies of the determined prevailing wage rates are on file and available upon request at the District’s office and are otherwise available at <http://www.dir.ca.gov/>. Inspector shall be responsible for knowing and implementing all prevailing wage rates at all times during the Project. Inspector shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all determined general prevailing wage rates.
- g. Any worker employed to perform work on the Project which is not covered by any classification available at the office of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

Section 23. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State. Any arbitration, litigation or other proceeding arising out of or related to this Agreement shall be initiated and conducted only in Alameda County.

Section 24. Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit, and no third party shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

Section 25. **Severability.** If any Section, subsection, paragraph, sentence, clause, or phrase contained in this Agreement shall, for any reason, become or be held by a court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining Sections, subsections, paragraphs, sentences, clauses, and phrases contained in this Agreement shall not be affected thereby and shall, to the extent possible in light of the illegal, null, or void language, continue in full force and effect.

Section 26. **Time of the Essence.** Time is of the essence with respect to this Agreement and each provision herein.

Section 27. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding concerning the provision of Inspection Services for the Project by the Inspector to the District and supersedes and replaces all prior discussions and agreements, written or oral. Each Party acknowledges that the other Party and the other Party's agents, attorneys, and other representatives have not made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty outside this Agreement.

Section 28. **Limitation of Liability.** The District's total aggregate liability to the Inspector under this Agreement shall in no event exceed the total compensation payable under this Agreement, and the District shall not be liable for any indirect, incidental, special, or consequential damages of any kind, including loss of anticipated profits or revenue.

Section 29. **Compliance with Laws.** The Inspector shall comply with all applicable federal, state, and local laws, regulations, and codes, including without limitation those relating to labor, wages, safety, public works, and licensing. Inspector further certifies that it is not debarred, suspended, or otherwise excluded from contracting with public agencies.

Section 30. **Captions and References.** The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Section, subsection, or other provision of this Agreement. Any reference in this Agreement to a Section or subsection, unless specified otherwise, shall be a reference to a Section or subsection of this Agreement.

Section 31. **Waiver.** The failure of a Party at any time to require performance by any other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

Section 32. **Notice and Demands.** Unless otherwise specified in this Agreement, all notices and demands required or permitted pursuant to this Agreement must be duly addressed as indicated below and sent via: (i) personal delivery (signature on delivery receipt requested); (ii) registered or certified U. S. Mail (postage prepaid and return receipt requested); (iii) FedEx, U.P.S., or other reliable private express delivery (signature on delivery receipt requested); (iv) by facsimile transmission (with transmission confirmation retained in sender's records); or (v) email, provided that the original of the communication is deposited into the U. S. Mail within twenty-four (24) hours after transmission, first-class postage prepaid. Any such communication shall be deemed received only upon actual receipt by the addressee. This Section shall not be construed as applying to day-to-day communications between the Parties for purposes of administering the Inspection Services or supervision of the construction of the Project, or to service of process pursuant to any applicable law or rule of court. A Party may change its

below-specified name, address, facsimile number, or person to whom attention should be directed by giving notice as specified in this Section. Notices and demands must, as applicable, be addressed as follows:

To the District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Preston Thomas

To the Inspector:

King Construction Inspection, Inc.
5463 Kales Avenue
Oakland, CA 94618
Attn: Edward L. King

Section 33. Amendment. This Agreement may be amended or modified only by written consent duly approved and executed by the Parties.

Section 34. Due Authority. Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the Party that he or she represents to sign, and thereby bind such Party to, this Agreement.

Section 35. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signature pages may be detached from counterpart originals and combined in one (1) or more copies of this Agreement to physically form copies of this Agreement having original signatures of both Parties.

[Signature page follows]

In Witness Whereof, each of the undersigned duly-authorized representatives of the Parties have executed this Agreement on behalf of the Party that person represents.

OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard, President,
Board of Education

1/29/2026

Date



Denise Gail Saddler, Ed.D.,
Interim Superintendent
& Secretary of the Board of Education

1/29/2026

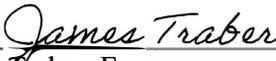
Date



~~Preston Thomas (Dec 22, 2025 11:48:39 PST)~~
Preston Thomas, Chief Systems & Services
Officer

12/22/2025

Date



James Traber, Esq.
Counsel, OUSD

12/18/25

Date

**KING CONSTRUCTION INSPECTION,
INC.**



Digitally signed by Edward King
Date: 2025.12.18 19:42:23 -08'00'

Signature

Date

Edward King, President

Print Name, Title

Type text here

EXHIBIT B

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

- Inspector’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Inspector’s services under this Agreement.
- Inspector’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Inspector’s services under this Agreement, and Inspector certifies its compliance with these provisions as follows: “Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subconsultants, agents, and subconsultants’ 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 Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, 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.”
- Inspector’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Inspector’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Inspector’s services under this Agreement.
- Inspector’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Inspector’s 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 Inspector’s on-site employees of Inspector by an employee of Inspector, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - Surveillance of Employees by District personnel.

Megan’s Law (Sex Offenders). Inspector shall verify and continue to verify that the employees of Inspector that will be on the project site and the employees of the subconsultant(s) that will be on the project site are not listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

1. MUST BE COMPLETED BY INSPECTOR’S AUTHORIZED REPRESENTATIVE:

2. I am a representative of the Inspector 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 Inspector.

INSPECTOR

By:  Digitally signed by Edward King
Date: 2025.12.18 19:43:36 -08'00'

Name: Edward King

Title: President

Date: 12/18/2025

3. MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

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.

DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
FORM OF AMENDMENT FOR PROJECT ASSIGNMENT

AMENDMENT NO. ____

Pursuant to the Master Project Inspector of Record Services Agreement (“Master Agreement”) between the Oakland Unified School District (“District”) and King Construction Inspection, Inc. (“Inspector”) effective _____, 20__ (“Agreement”), the District and Inspector agree to amend the Master Agreement to add Inspection services for the _____ project (the “Project”).

Services. The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. The scope of services to be provided for the Project include those described in Section 4 of the Master Agreement (the “Services”). In the event of a conflict between the Master Agreement and this amendment, the terms of this amendment shall control.

In addition to the duties and responsibilities in the Master Agreement, Inspector shall ***[describe in detail any other services to be performed that are not described in the Master Agreement or delete this paragraph].***

Price. For services satisfactorily performed under this amendment to the Master Agreement, Inspector shall be compensated according to its rate schedule attached to this amendment. Inspector’s total compensation for its services shall not exceed \$***[insert not to exceed price]***, which is Inspector’s quote for the maximum total cost of its services for the Project. The foregoing not to exceed amount shall, if noted in Inspector’s proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District’s consent if Inspector demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project’s completion date requiring extended Inspection Services. Any unused contingency amount shall be retained by the District.

If the total amount invoiced by Inspector reaches the not-to-exceed amount before services under the Master Agreement are complete, Inspector must complete the Services without submitting additional invoices, or receiving additional payment, for the Services.

Reimbursables. Inspector’s total reimbursement for Reimbursable Expenses shall not exceed the amount indicated on Inspector’s proposal which is Inspector’s estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

No

[signatures on following page]

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

Denise Gail Saddler, Ed.D.,
Interim Superintendent
& Secretary of the Board of Education

Date

Preston Thomas, Chief Systems & Services
Officer

Date

James Traber, Esq.
Counsel, OUSD

Date

KING CONSTRUCTION INSPECTION, INC.



Digitally signed by Edward King
Date: 2025.12.18 19:44:30 -08'00'

Signature

Date

Edward King, President

Print Name, Title

[Attach Inspector's Proposal]

REQUEST FOR PROPOSALS

EXHIBIT B

NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of KING CONSTRUCTION INSPECTION, INC., the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

Executed at OAKLAND, CA, this 3rd day of December 2025.
[City] and [State]

Proper Name of Bidder: Edward King KING CONSTRUCTION INSPECTION, INC.
Edward King
(Signature)
Edward King (Printed or Typed Name)

President
(Title)

REQUEST FOR PROPOSALS

EXHIBIT C

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Contractor **REQUIRED** to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Project Inspector of Record Services Agreement (“Agreement”):

- Contractor’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, shall not apply to Contractor’s services under this Agreement.
- Contractor’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’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 Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, 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 have unsupervised interaction with District pupils during the course and scope of the Agreement is attached hereto.”*

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

- Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2, shall not apply to Contractor’s services under this Agreement.
- Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor’s 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 Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Megan's Law (Sex Offenders). Contractor shall verify and 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 CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: Edward King

Name: Edward King

Title: President

Date: 12/2/2025

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified, and I am authorized to execute this certificate on behalf of the District.

DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS

EXHIBIT D

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

- Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:
- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof 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 requires 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 Services of this Agreement.

Date: 12/2/2025

Name of Contractor: King Construction Inspection, Inc.

Signature: Edward King

Print Name and Title: Edward King, President

(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 service under this Agreement.)

Memorandum:

Date: Nov 26, 2024

To: Kenya Chatman, Colland Jang

CC: David Colbert, Juanita Hunter, Mark Newton, Ty Taylor, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Local Business Compliance Team, OUSD

Subject: LBU Modification - Scope Specific - Materials Testing and Special Inspection

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Scope: Materials Testing and Special Inspection

Analysis:

An availability analysis has been conducted for Materials Testing and Special Inspection - Scope - Testing Laboratories (NAICS: 541380), to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is our recommendation that due to the lack of availability of small and local firms, the full 50% Local Business Enterprise (L/SLBE) requirement for the above referenced scope be waived.

LBU Recommendation:

Full LBU Waiver -

An additional review may be conducted within one (1) year of this notice to reassess the availability of eligible firms. If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles
Local Business Compliance Officer
360 Total Concept



Oakland Unified School District
Local Business Utilization

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	King Construction Inspection, Inc.	Bid Opening Date	12/4/2025
Project Name	DSA Certified Project Inspectors at Various School Sites Project	Time:	2:00pm
Project Number	25113	Project Manager:	
Proposed Total Contract Amount		Architect:	

BASE BID AMOUNT

Proposed Total SLBE Amount (%) %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)								
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td>KCI, Inc.</td> <td>OUSD</td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>5463 Kales Ave., Oakland, CA 94618</td> <td></td> </tr> </table>	Company Name	Certifying Agency	KCI, Inc.	OUSD	Address, City/State	Certification No. (if available)	5463 Kales Ave., Oakland, CA 94618				100	
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Company Name	Certifying Agency											
Address, City/State	Certification No. (if available)											
TOTAL PARTICIPATION	\$ 0	0 %	100 %	0 %								

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	DSA Certified Project Inspectors at Various School Sites Project	Site	
---------------------	--	-------------	--

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	King Construction Inspection, Inc.	Agency's Contact	Edward King				
OUSD Vendor ID #	007828	Title	Manager				
Street Address	5463 Kales Avenue	City	Oakland	State	CA	Zip	94618
Telephone	510-333-6521	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	25113						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	01-29-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		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)	\$0.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9657/900	All Capital Funds 01 Gen. Fund 14 Deferred Maintenance 21 Building Fund 25 Capital Facilities 35 County Schools Facilities 40 Special Reserve for Capital Outlay Projects	210- 9657- 0- 9000- 8500- 6235- 918- 9180- 9906- 9999- 99999	6235	\$0.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature <i>Sele Nadel-Hayes</i>	Date Approved			
	<small>Sele Nadel-Hayes (Dec 23, 2025 21:00:21 PST)</small>				
2.	Counsel, Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved		12/18/25	
3.	Chief Systems & Services Officer				
	Signature <i>Preston Thomas</i>	Date Approved		12/22/2025	
	<small>Preston Thomas (Dec 22, 2025 11:48:39 PST)</small>				
	Chief Financial Officer				

4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	