

| | |
|---|------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 26-0694 |
| Introduction Date | 04-22-2026 |
| 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 and Services Officer
Sele Nadel-Hayes, Executive Director, Facilities

Board Meeting Date April 22, 2026

Subject Amendment No. 2, Agreement for Inspection of Record Services for Construction – The KDI Group, Inc. – Fremont High School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2, Agreement for Inspection of Record Services for Construction by and between the **District and The KDI Group, Inc., Oakland, CA**, for the latter to provide additional Inspector of Record Services for Phase 1 and Phase 2 as required by DSA, due to an expanded schedule and increased scope of work, for the **Fremont High School Modernization Project**, as outlined in the Proposal dated February 23, 2026, attached to this Amendment as Exhibit A, in an additional total amount of \$230,624.00, increasing Agreement’s total not-to-exceed amount from \$230,009.00 to \$460,633.00. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for additional Inspector of Record Services due to expanded schedule and increase scope of work.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 2, Agreement for Inspection of Record Services for Construction by and between the District and The KDI Group, Inc., Oakland, CA, for the latter to provide additional Inspector of Record Services for Phase 1 and Phase 2 as required by DSA, due to an expanded schedule and increased scope of work, for the Fremont High School Modernization Project, as outlined in the Proposal dated February 23, 2026, attached to this Amendment as Exhibit A, in an additional total amount of \$230,624.00, increasing Agreement’s total not-to-exceed amount from \$230,009.00 to \$460,633.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building - Measure J

Attachments

- Amendment No. 2, including exhibits
- Routing Form
- File ID’s: 25-2592 & 25-0592

AMENDMENT NO. 2

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and **The KDI Group, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **April 10, 2025** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont High School Modernization Project** as follows and in the attached Exhibit A:

| | | | |
|--|--------------------------|--|---|
| 1. | Services: | <input type="checkbox"/> The scope of work is <u>unchanged</u> . | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . |
| <p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional inspection services for Phases I and II, as required by DSA, due to an expanded schedule and increased scope of work, as described in the Proposal dated February 23, 2026, attached to this Amendment as Exhibit A.</p> | | | |
| 2. | Terms (duration): | <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input type="checkbox"/> The term of the contract has <u>changed</u> . |
| <p>If term is changed: _____.</p> | | | |
| 3. | Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| <p>If the compensation is changed: The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: <u>Two Hundred Thirty Thousand Six Hundred Twenty-Four Dollars No/100 (\$230,624.00)</u>.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed total contract price was <u>Two Hundred Thirty Thousand Nine Dollars No/100 (\$230,009.00)</u>, and after this amendment, the not-to-exceed total contract price will be: <u>Four Hundred Sixty Thousand Six Hundred Thirty-Three Dollars No/100 (\$460,633.00)</u>.</p> | | | |

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

5. **Amendment History:**

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

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|------------|---|-------------------------------|
| 01 | 12-10-2025 | Compensation & Term | \$115,389.00 |

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


OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

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

Date




Preston Thomas (Mar 27, 2026 09:36:02 PDT)

Mar 27, 2026

Preston Thomas, Chief Systems &
Services Officer

Date

Approval as to form:

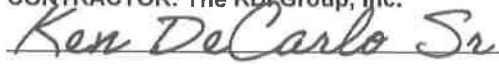


James Traber, Esq.
General Counsel, Facilities,

3/17/2026

Date

CONTRACTOR: The KDI Group, Inc.



Contractor Signature

Date

Ken DeCarlo Sr CEO
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: The KDI Group, Inc.

1. Detailed Description of Services to be provided: To provide additional inspection services for Phases I and II, as required by DSA, due to an expanded schedule and increased scope of work, as described in the Proposal dated February 23, 2026, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

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



February 23, 2026

JaQuan Cornish

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

**RE: OUSD-Fremont HS Modernization and New Parking Lot Phase 1 and Fremont HS Modular Buildings
Phase 2 PI Contract Amendment Request #2**

Mr. Cornish,

Attached herein is the request for additional funds regarding the aforementioned project for additional inspections required due to increased scope. The previous completion date was April 3, 2026, and the new anticipated contract completion date is December 31, 2026.

This request is for DSA Inspection services as required by the DSA under our original agreement:

SCOPE OF SERVICES

Additional DSA inspections due to increased scope and schedule.

All other contract conditions remain.

| | |
|---------------------------------|------------------------------------|
| Phase I | subtotal amount- \$61,775 |
| Phase II | subtotal amount - \$147,883 |
| 10% District Contingency | \$20,966 |

TOTAL CONTRACT AMENDMENT REQUEST AMOUNT ~ \$230,624

Sincerely,

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

Cc: Christina Stone

**BILLING RATES
SCHEDULE AND
FEES**

| Project Inspection Firm Pricing Detail | |
|--|--------------------------|
| Project Inspection Firm: | The KDI Group Inc. |
| Business Address: | 5111 Telegraph Ave. #144 |
| | Oakland, CA 94609 |
| | |
| Inspection Services | |
| Labor Classifications | Hourly Rate |
| Lead Project Inspector – when assistant is required. Base Rate | \$175.00 |
| Project Inspector - Base Rate | \$145.00 |
| Project Inspector - Premium Rate | \$232.50 |
| Administrative Support | \$75.00 |
| | |
| KDI regular work hours are 7:00 AM PST - 4:00 PM PST Premium time: Overtime and Saturdays: add 50% to basic rate. Sundays/Holidays: over 12 hours : over 8 hours on Saturday: add 100% to basic rate. Night shifts: add 15% to basic rate (between hours of 4pm-7am) Holidays are recognized as stated on OPM.gov website | |
| Inspection Support Services: | |
| Labor Classifications | Hourly Rate |
| Clerical Support - Base Rate | \$75.00 |
| | |

Travel time and/or travel expenses are required for travel distances beyond 10 miles from KDI Main Office in Oakland, CA.

Pricing detail effective Jan. 1, 2026

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|---|-------------|-----|
| Project Name | Fremont High School Modernization Project | Site | 302 |
|---------------------|---|-------------|-----|

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 | The KDI Group, Inc. | Agency's Contact | Ken DeCarlo | | |
| OUSD Vendor ID # | 002377 | Title | Lead Inspector | | |
| Street Address | 5111 Telegraph Ave., Ste. 144 | City | Oakland | State | CA |
| 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 # | 22156 | | | | |

Term of Original/Amended Contract

| | | | |
|--|------------|---|------------|
| Date Work Will Begin (i.e., effective date of contract) | 04-10-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 12-31-2026 |
| | | New Date of Contract End (If Any) | |

Compensation/Revised Compensation

| | | | |
|---|----|--|---------------|
| If New Contract, Total Contract Price (Lump Sum) | \$ | If New Contract, Total Contract Price (Not To Exceed) | \$ |
| Pay Rate Per Hour (if Hourly) | \$ | If Amendment, Change in Price | \$ 230,624.00 |
| Other Expenses | | Requisition Number | |


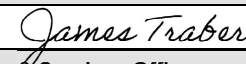

Budget Information

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

| Resource # | Funding Source | Org Key | Object Code | Amount |
|------------|-------------------|--|-------------|--------------|
| 9650/9921 | Fund 21/Measure J | 210-9650-0-9921-8500-6235-302-9180-9905-9999-22156 | 6235 | \$230,624.00 |

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, Facilities | | | | |
| | Signature  | Date Approved | Mar 26, 2026 | | |
| | <small>Sele Nadel-Hayes (Mar 26, 2026 15:48:07 PDT)</small> | | | | |
| 2. | General Counsel, OUSD | | | | |
| | Signature  | Date Approved | 3/17/2026 | | |
| 3. | Chief Systems & Services Officer | | | | |
| | Signature  | Date Approved | Mar 27, 2026 | | |
| | <small>Preston Thomas (Mar 27, 2026 09:36:02 PDT)</small> | | | | |
| 4. | Chief Financial Officer | | | | |
| | Signature | Date Approved | | | |
| 5. | President, Board of Education | | | | |
| | Signature | Date Approved | | | |



**LOCAL BUSINESS PARTICIPATION WORKSHEET -
LBU Modification / Amendment**

LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: The KDI Group, Inc. Original Contract Amount (Base Bid): \$ 114,620.00
 Project: Fremont HS Mod and New Parking Lot Phase 1 & 2 Originally Proposed LBU %: 100 % Amount:
 Project #: Amendment/Change Order No.: 2 \$ 230,624.00
 Project Manager: Total Contract Amount (Amended Contract, to Date): \$ 460,633.00
 Date: Proposed LBU % 100 %

| Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s): | Total Dollar Amount of Work | LBE % | SLBE% | SLBRE% | Certification Type & No. |
|---|-----------------------------------|--------|--------|----------|-----------------------------|
| PRIME Company: The KDI Group, Inc. Address: 5111 Telegraph Ave. Oakland City/State: CA Phone: (510) 333 6521 | \$ 230,624.00 | % | % | 100.00 % | 09-00268 |
| Company: Address: City/State: Phone: | \$ 0.00 | % | % | % | |
| Company: Address: City/State: Phone: | \$ 0.00 | % | % | % | |
| Company: Address: City/State: Phone: | \$ 0.00 | % | % | % | |
| Company: Address: City/State: Phone: | \$ 0.00 | % | % | % | |
| Company: Address: City/State: Phone: | \$ 0.00 | % | % | % | |
| Company: Address: City/State: Phone: | \$ 0.00 | % | % | % | |
| | \$ 230,624.00 | 0.00 % | 0.00 % | 100.00 % | 100.00 % |

TIFFANY KNUCKLES Mar 11, 2026
 APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.



| Board Office Use: Legislative File Info. | |
|---|----------------|
| File ID Number | 25-2592 |
| Introduction Date | 12-10-2025 |
| Enactment Number | 25-2101 |
| Enactment Date | 12/10/2025 CJH |



Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems and Services Officer

Board Meeting Date December 10, 2025

Subject Amendment No. 1, Agreement for Inspection of Record Services for Construction – The KDI Group, Inc. – Fremont High School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, Agreement for Inspection of Record Services for Construction by and between the **District and The KDI Group, Inc., Oakland, CA**, for the latter to provide additional Inspector of Record Services for Phase 1 and Phase 2 oversight of **Fremont High School Modernization Project**, in an additional amount of **\$115,389.00**, increasing Agreement’s total not-to-exceed amount from **\$114,620.00 to \$230,009.00**, and extending the term of the Agreement from April 10, 2025 through December 31, 2025 to December 31, 2026, (an additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for additional Inspector of Record Services and three hundred sixty-five (365) calendar days’ extension.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, Agreement for Inspection of Record Services for Construction by and between the District and The KDI Group, Inc., Oakland, CA, for the latter to provide additional Inspector of Record Services for Phase 1 and Phase 2 oversight of Fremont High School Modernization Project, in an additional amount of \$115,389.00, increasing Agreement’s total not-to-exceed amount from \$114,620.00 to \$230,009.00, and extending the term of the Agreement from April 10, 2025 through December 31, 2025 to December 31, 2026, (an additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building - Measure J

- Attachments**
- Amendment No. 1, including exhibits
 - Routing Form
 - File ID: 25-0592



AMENDMENT NO. 1

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and **The KDI Group, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **April 10, 2025** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont High School Modernization Project** as follows and in the attached Exhibit A:

| | | | |
|---|--------------------------|---|---|
| 1. | Services: | <input type="checkbox"/> The scope of work is <u>unchanged</u> . | <input checked="" type="checkbox"/> The scope of work has <u>changed</u>. |
| <p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional inspection services for Phase I & II required by DSA due to increase scope, as described in the Proposal dated September 23, 2025, attached to this Amendment as Exhibit A.</p> | | | |
| 2. | Terms (duration): | <input type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . |
| <p>If term is changed: The contract term is extended by an additional <u>(365) days</u> and the amended expiration date is <u>December 31, 2026</u>.</p> | | | |
| 3. | Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| <p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>One Hundred Fifteen Thousand Three Hundred Eighty-Nine Dollars No/100 (\$115,389.00)</u>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed total contract price was <u>One Hundred Fourteen Thousand Six Hundred Twenty Dollars No/100 (\$114,620.00)</u>, and after this amendment, the not-to-exceed total contract price will be: <u>Two Hundred Thirty Thousand Nine Dollars No/100 (\$230,009.00)</u>.</p> | | | |

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

5. **Amendment History:**

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

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


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

Contract No.

P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR: The KDI Group, Inc.




 Jennifer Brouhard, President,
 Board of Education

12/11/2025

 Date

 Contractor Signature Date




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

12/11/2025

 Date

 Print Name, Title




[Preston Thomas \(Nov 13, 2025 22:15:50 PST\)](#)
 Preston Thomas, Chief Systems &
 Services Officer

11/13/2025

 Date

Approval as to form:



 James Traber, Esq.,
 General Counsel, Facilities,

11/12/2025

 Date

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR: The KDI Group, Inc.

Jennifer Brouhard, President,
Board of Education

Date

Ken DeCarlo Sr 10/21/25

Contractor Signature

Date

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

Date

Ken DeCarlo Sr CEO

Print Name, Title

Preston Thomas, Chief Systems &
Services Officer

Date

Approval as to form:

James Traber, Esq.
General Counsel, Facilities,

Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: The KDI Group, Inc.

1. Detailed Description of Services to be provided: To provide additional inspection services for Phase I & II required by DSA due to increase scope, as described in the Proposal dated September 23, 2025, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

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



September 23, 2025

JaQuan Cornish

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

**RE: OUSD-Fremont HS Modernization and New Parking Lot Phase 1 and Fremont HS Modular Buildings
Phase 2 PI Contract Amendment Request**

Mr. Cornish,

Attached herein is the request for additional funds regarding the aforementioned project for additional inspections required due to increased scope. The previous completion date was November 1, 2025, and the new anticipated completion date is April 3, 2026.

This request is for DSA inspection services as required by the DSA under our original agreement:

SCOPE OF SERVICES

Additional DSA inspections due to increased scope and schedule.

All other contract conditions remain.

| | |
|-----------------|-----------------------------------|
| Phase I | subtotal amount- \$35,796 |
| Phase II | subtotal amount - \$79,593 |

TOTAL CONTRACT AMENDMENT REQUEST AMOUNT ~ \$115,389

Sincerely,

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

Cc: Christina Stone



Basis of Charges/Terms and Conditions

- ↓ Estimated *project fee is based on a time and material hourly rate* billed each month excluding insurance, mobilization and closeout.
- ↓ Project Inspection includes construction quality observation and review only of contractor daily activities, including product submittals and RFI review.
- ↓ KDI shall not be responsible for defects in District's design or for defects, errors, and omissions by District's contractor, subcontractors, or suppliers. KDI shall not be required to indemnify and defend the District with regard to the District's designs or the workmanship, actions, or omissions of the District's contractors, consultants, and/or representatives, or any of the lower tier subconsultants, subcontractors, or suppliers.
- ↓ This proposal is an estimate and based on general assumptions. Any additions in scope via construction value, schedule, addendum, ASIs, or Change Orders requiring additional inspections or cost outside of those assumptions provided will be billed separately on a Time & Material Basis at a basic *Inspector hourly rate of \$145.00 Assistant rate of \$125.00 and/or Administrative rate of \$75.00 per hour.*
- ↓ Premium Time
 - Overtime, Holidays and Saturdays: add 50% to basic rate.
 - Sundays; or over 12 hours; over 8 hours on Saturday, add 100% to basic rate
 - KDI observed holidays are recognized per opm.gov guidelines
 - Night Shifts: add 20% to basic rate (between hours of 4pm-6am)
 - Weekends and Holidays are an 8 hour minimum.
- ↓ Premium time is excluded within this proposal.
- ↓ Offsite material verification and inspections outside 30 mile radius from project site are excluded
- ↓ Minimum Time: 4 hours/day for inspection/show up time, over 4 hours: minimum 8 hours time billing. Minimum time for weekends or holidays is 8 hours. Travel time shall be billed at one hour daily for each T&M site visit.
- ↓ **Costs of Multiple Inspections.** More than two (2) requests by Contractor to make inspections to confirm completion as required under the contract shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments, as this cost is excluded within this proposal.
- ↓ **Temporary Facilities.** A minimum 200 sq ft office space with power, HVAC, High Speed Internet service with minimum download speeds of 25 megabits per second, a desk, 3 chairs, plan table, file cabinet, toilet and bookcase.
- ↓ KDI excludes reproduction fees for plans, specifications and submittals. These costs shall be billed as reimbursables +10% to the District.
- ↓ KDI invoices will be submitted on a monthly basis are due and payable the date submitted. Invoices over 30 days past due are subject to a late fee of 1.5% per month. Should a payment dispute arise, KDI shall be entitled to reasonable attorney's fees, expert fees, and costs and expenses incurred in efforts or proceedings to collect amounts owed.
- ↓ **This Proposal is based on a Project Completion Date of November 1, 2025.** KDI shall be compensated for any additional time spent by KDI, or any of its subconsultants, on the Project beyond this date, and Owner agrees to issue change orders and obtain any required approvals necessary to modify the contract in writing to reflect the additional compensation owed for additional services/extras/extended duration of services. Additional compensation will be billed pursuant to the terms below.
- ↓ The terms of this proposal shall be included in any contract with the District and shall take precedence.
- ↓ KDI will continue to perform work and bill for time spent performing its services in accordance with the terms above until terminated in writing. On ten days written notice, KDI may suspend services and/or terminate its contract with District in the event of a breach by District, including failure to make payment. Any dispute regarding KDI's billings, work, products, or services shall be objected to, in writing, within thirty (30) days of receipt of KDI's invoice for such work, products, or services. Otherwise, any objection to payment to KDI for such work, product, or services is deemed waived.

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: The KDI Group, Inc.

1. Detailed Description of Services to be provided: To provide additional inspection services for Phase I & II required by DSA due to increase scope, as described in the Proposal dated September 23, 2025, attached to this Amendment as Exhibit A. Specifically, DSA required additional structural scope pertaining to the retaining wall and foundations of the modular buildings that impacted the project schedule. KDI will provide additional DSA inspection support as well as supporting the continuous and periodic inspections performed by the special inspector.

2. Specific Outcomes:

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

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



September 23, 2025

JaQuan Cornish

Senior Project Manager

Oakland Unified School District

955 High St.

Oakland, CA 94601-4404

RE: OUSD-Fremont HS Modernization and New Parking Lot Phase 1 and Fremont HS Modular Buildings Phase 2 PI Contract Amendment Request

Mr. Cornish,

Attached herein is the request for additional funds regarding the aforementioned project for additional inspections required due to increased scope. The previous completion date was November 1, 2025, and the new anticipated completion date is April 3, 2026.

This request is for DSA inspection services as required by the DSA under our original agreement:

SCOPE OF SERVICES

Additional DSA inspections due to increased scope and schedule.

All other contract conditions remain.

Phase I subtotal amount- \$35,796

Phase II subtotal amount - \$79,593

TOTAL CONTRACT AMENDMENT REQUEST AMOUNT ~ \$115,389

Sincerely,

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

Cc: Christina Stone



**LOCAL BUSINESS PARTICIPATION WORKSHEET -
LBU Modification / Amendment**

LBU Not Impacted
(LBU Compliance Verification Only)



PRIME: KDI Group Original Contract Amount (Base Bid): 114620
 Project: Fremont (IOR Services) Originally Proposed LBU %: 100 %
 Project #: 22156 Amendment/Change Order No.: 2
 Project Manager: JaQuan Cornish Total Contract Amount (Amended Contract, to Date): \$ 230,009.00
 Date: 09/23/25 Proposed LBU %: 100 %

| Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s): | Total Dollar Amount of Work | LBE % | SLBE% | SLBRE% | Certification Type & No. |
|--|-----------------------------------|-------|-------|--------|-----------------------------|
| PRIME Company: The KDI Group, Inc Address: 5111 Telegraph Ave #144 City/State: Oakland, CA 94609 Phone: 5103336521 | 115389 | % | % | 100 % | OUSD LBU Program |
| Company: Address: City/State: Phone: | 0 | % | 0 % | % | |
| Company: Address: City/State: Phone: | 0.00 | 00 % | % | % | |
| Company: Address: City/State: Phone: | 0 | % | % | % | |
| Company: Address: City/State: Phone: | 0 | % | % | % | |
| Company: Address: City/State: Phone: | 0.00 | % | % | % | |
| | 115389 | 0 % | 0 % | 100 % | 100 % |

TIFFANY KNUCKLES

Oct 07, 2025

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted

Updated January 2024





DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|---|-------------|-----|
| Project Name | Fremont High School Modernization Project | Site | 302 |
|---------------------|---|-------------|-----|

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 | The KDI Group, Inc. | Agency's Contact | Ken DeCarlo | | |
| OUSD Vendor ID # | 002377 | Title | Lead Inspector | | |
| Street Address | 5111 Telegraph Ave., Ste. 144 | City | Oakland | State | CA |
| 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 # | 22156 | | | | |

Term of Original/Amended Contract

| | | | |
|--|------------|---|------------|
| Date Work Will Begin (i.e., effective date of contract) | 04-10-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | |
| | | New Date of Contract End (If Any) | 12-31-2026 |

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 | \$ 115,389.00 |
| Other Expenses | | Requisition Number | |

Budget Information

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

| Resource # | Funding Source | Org Key | Object Code | Amount |
|------------|-------------------|--|-------------|--------------|
| 9650/9921 | Fund 21/Measure J | 210-9650-0-9921-8500-6235-302-9180-9905-9999-22156 | 6235 | \$115,389.00 |

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, Facilities <i>Sele Nadel-Hayes</i> | Signature | Sele Nadel-Hayes (Nov 13, 2025 20:26:25 PST) | | |
| | | Date Approved | | | |
| 2. | General Counsel, OUSD <i>James Traber</i> | Signature | Date Approved | 11/12/2025 | |
| 3. | Chief Systems & Services Officer <i>[Signature]</i> | Signature | Date Approved | | |
| 4. | Chief Financial Officer <i>Thomas</i> | Signature | Date Approved | 11/13/2025 | |
| 5. | President, Board of Education <i>[Signature]</i> | Signature | Date Approved | | |

FILE ID
25-0592

| Board Office Use: Legislative File Info. | |
|---|--------------|
| File ID Number | 25-0592 |
| Introduction Date | 04-09-2025 |
| Enactment Number | 25-0504 |
| Enactment Date | 4/9/2025 CJH |



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent;
Preston Thomas, Chief Systems and Services Officer
Kenya Chatman, Executive Director

Board Meeting Date April 9, 2025

Subject Agreement for Inspection of Record Services for Construction – The KDI Group, Inc. – Fremont High School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement for Inspection of Record Services for Construction by and between the **District and The KDI Group, Inc., Oakland, CA**, for the latter to provide Inspector of Record Services for the Phase 1 and Phase 2 oversight of **Fremont High School Modernization Project** in the not-to-exceed amount of **\$114,620.00** which includes a contingency fee of **\$10,120.00** for Additional Services, with the work scheduled to commence on **April 10, 2025**, and schedule to last until **December 31, 2025**.

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) 100.00%

Recommendation Approval by the Board of Education of Agreement for Inspection of Record Services for Construction by and between the District and The KDI Group, Inc., Oakland, CA, for the latter to provide Inspector of Record Services for the Phase 1 and Phase 2 oversight of Fremont High School Modernization Project in the not-to-exceed amount of \$114,620.00 which includes a contingency fee of \$10,120.00 for Additional Services, with the work scheduled to commence on April 10, 2025, and schedule to last until December 31, 2025.

Fiscal Impact Fund 21 Building - Measure J

Attachments

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



CONTRACT JUSTIFICATION FORM

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

File ID No. 24-0592

Department: Facilities Planning and Management

Vendor Name: The KDI Group, Inc.

Project Name: Fremont High School Modernization Project

Project No.: 22156

Contract Term: Intended Start: 04-10-2225

Intended End: 12-31-2025

Total Cost Over Contract Term: \$114,620.00

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?

The KDI Group, Inc. was chosen through an RFP process.

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

The KDI Group, Inc. to provide DSA Inspector of Record Services for Fremont High School Modernization Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The vendor's proposal has the best value based on the vendor's statement of qualifications and price.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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:

- The KDI Group, Inc., is providing Inspector of Record services, which are specially trained services.

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for construction contract inspection services (“Agreement”) is made and entered effective **April 10, 2025**, by and between the Oakland Unified School District (“District”) and **The KDI Group, Inc.** (“Inspector”), with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of the **Fremont High School Modernization for Phases One and Two** (“the Project”), which requires ongoing inspection.

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

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

The Parties therefore agree as follows:

1. **Inspection Services.** Inspector agrees to provide the services described in this Agreement (“Basic Services”) in a professional and competent manner and in accordance with the terms of this Agreement. Inspector shall perform all Basic Services required by this Agreement, even if no more compensation is possible due total compensation having reached the not-to-exceed amount. If delays in completion of the Project occur that are not caused by wrongful conduct by Inspector, including but not limited to Inspector’s breaches of contract or deficient performance of Basic or Additional Services, then Inspector shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

Inspector shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see *Exhibit A*). Additional Services shall be performed in a professional and competent manner and in accordance with the terms of this Agreement.

“Services” shall mean Basic and Additional Services. Inspector agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Inspector under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by inspector of record consultants specially qualified to provide the services required by the District.

2. **Term of Agreement and Payment.** The term for performance of the Services shall be the

duration of the Project (“Term”), and Inspector shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of **December 31, 2025**, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in **Exhibit A** for Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Services.

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

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

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

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

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

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

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the District and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the District and the Architect in the final inspection and project acceptance phase.
- h. Perform all duties within Inspector's expertise requested to be performed by District and as defined in the California Education Code, California Building Code, Title 24, and the California Code of Regulations, Title 21.
- i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.
- j. Maintain an effective working relationship with the Contractor, District personnel and Architect.
- k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents.
- l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.
- m. Attempt to anticipate the Contractor's problems and review with the District anticipated schedules and work involved prior to the commencement of a new trade on the job.
- n. Attempt to foresee the need for all required tests and inspections.
- o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.
- r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- s. Receive samples which are required to be furnished at the job site; record date received

{SR801410}

and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.

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

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

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

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

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

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

a. Authorize deviations from the Contract Documents;

b. Avoid conducting any required tests;

c. Enter the area of responsibility of the Contractor's field superintendent;

d. Expedite the job for the Contractor;

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

f. Approve shop drawings or samples;

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

{SR801410}

h. Interfere in Contractor/Subcontractor relationships.

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

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

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

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

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

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

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

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

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

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

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

Comprehensive General Liability

Personal Injury:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Comprehensive Automobile Liability

\$1,000,000 Combined Single Limit

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars(\$10,000).

10. Termination of Agreement.

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

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

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

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

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

Inspector: Ther KDI Group, Inc.

{SR801410}

Attn: Ken DeCarlo, Manager
5111 Telegraph Ave, #144
Oakland, CA 94609

District: Oakland Unified School District
Facilities Planning and Management Department
Attn: Preston Thomas, Chief Systems and Services Officer
955 High Street
Oakland, CA 94601

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

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

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

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

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

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

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

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

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

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

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

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

25. **Fingerprinting and Criminal Background Check Certification.** Inspector shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Inspector shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit B*).

Inspector further agrees and acknowledges that if at any time during the Term of this Agreement Inspector learns or becomes aware of additional information which differs in any way from the representations set forth above, or Inspector add personnel who will provide Services under this Agreement, Inspector shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.


26. **Forms.** Prior to performing any Services, Inspector shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Inspector shall use the District's versions of these forms, which the District shall make available upon request.

27. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Inspector must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

OAKLAND UNIFIED SCHOOL DISTRICT




Jennifer Brouhard, President, Board of Education 4/10/2025
Date




Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education 4/10/2025
Date

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



James Traber, Esq.
Facilities Counsel, OUSD 3/10/2025
Date

THE KDI GROUP, INC.



Ken DeCarlo 03/10/25
Contractor Signature Date

Kenneth DeCarlo Sr., CEO

Print Name, Title

EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated \$145.00 per hour and Administrative Support shall be compensated \$75.00 per hour.

Inspector's total compensation fee shall not exceed **One Hundred Fourteen Thousand Six Hundred Twenty Dollars No/100 (\$114,620.00)** which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its fee estimate dated **November 25, 2024**, Additional Services, and a one-time fee for Errors and Omissions Insurance. Inspector acknowledges that the not-to-exceed total compensation amount fee, above, includes contingency compensation/ Additional Services in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

For Basic Services, Inspector's total compensation shall not exceed **One Hundred One Thousand Two Hundred Dollars No/100 (\$101,200.00)**. For Additional Services, Inspector's total contingency compensation shall not exceed **Ten Thousand One Hundred Twenty Dollars No/100 (\$10,120.00)**. The one-time fee for Errors and Omissions insurance shall be **Three Thousand Three Hundred Dollars No/100 (\$3,300.00)**.

Inspector will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.



November 25, 2024

LETTER OF INTEREST

Department of Facilities Planning and Management
Oakland Unified School District
Attention: Kenya Chatman Executive Director of Facilities
955 High Street
Oakland, CA 94604

Regarding: Request for Qualifications (RFQ) for **Division of the State Architect (DSA) Project Inspector for Phases 1 and 2 Project at Fremont High School.**

Dear Ms. Chatman,

The KDI Group, Inc (KDI) appreciates the opportunity to present our statement of qualifications to the Oakland Unified School District (OUSD) for the **Phases 1 and 2 Project at Fremont High School** to provide DSA Certified Inspection services.

Founded in 2002 and incorporated in 2006, KDI has provided consulting and inspection services to Oakland Unified, Castro Valley Unified, San Ramon Valley Unified, Benicia Unified, Alameda County Health as well as Kaiser Permanente, Sutter Health and St. Rose Hospitals also the Napa County Planning and Transportation Agency. As lead consultant and founder, I bring to the table over 35 years of experience in California educational construction projects. My clients can expect a high standard of professionalism, thorough knowledge of applicable codes and requirements, and dedication to quality assurance.

Our strategy is based on over 100 years of combined school construction experience of our staff with licensed Architects, Engineers and General Contractors and we take a collaborative approach to school construction while applying cost saving solutions for our clients. We also take a proactive role in managing the materials testing laboratory and special inspectors' budget and take pride in being value conscious. We have a tremendous amount of experience in fast track school projects with an excellent level of success.

The KDI Group, Inc. has received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. The KDI Group, Inc. has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, The KDI Group, Inc. has no objections to the use of the Agreement. The KDI Group, Inc. certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

I, Kenneth DeCarlo am authorized to submit the Statement of Qualifications on behalf of the firm. Thank you for your consideration of KDI again for your inspection needs. We look forward to a continuing and growing relationship with you and your project team.

Sincerely,
The KDI Group, Inc.

Ken DeCarlo



EXECUTIVE STATEMENT

Department of Facilities Planning and Management
Oakland Unified School District
Attention: Kenya Chatman Executive Director of Facilities
955 High Street
Oakland, CA 94604

Regarding: Request for Qualifications (RFQ) for Division of the State Architect (DSA)
Certified Project Inspector Services **Inspector for Phases 1 and 2 Project at Fremont High School.**

Dear Ms. Chatman,

We have a tremendous amount of experience in fast track school projects with an excellent level of success. The KDI Group, Inc. encourages a proactive approach to construction inspection. As you can see in my resume alone we have provided inspection services for many types of projects for OUSD. We are also very familiar with the **OUSD** as we have worked on hundreds of successful projects with you.

KDI has no litigation arising from any project directly involved in the past five (5) years.

We are very excited and eager to provide inspection services for the **Phases 1 and 2 Project at Fremont High School.**

Sincerely,

The KDI Group, Inc.

Ken DeCarlo
Lead Inspector



FIRM INFORMATION

Department of Facilities Planning and Management
Oakland Unified School District
Attention: Kenya Chatman Executive Director of Facilities
955 High Street
Oakland, CA 94604

Regarding: Request for Qualifications (RFQ) for Division of the State Architect (DSA)
Certified Project Inspector Services, **Phases 1 and 2 Project at Fremont High School.**

Dear Ms. Chatman,

Founded in 2002 and incorporated in 2006, KDI has provided consulting and inspection services to Oakland Unified, along with dozens of other local agencies. As lead consultant and founder, I bring to the table over 35 years of experience in California educational construction projects. My clients can expect a high standard of professionalism, thorough knowledge of applicable codes and requirements, and dedication to quality assurance.

Our strategy is based on over 100 years of combined school construction experience of our staff with licensed Architects, Engineers and General Contractors and we take a collaborative approach to school construction while applying cost saving solutions for our clients. We also take a proactive role in managing the materials testing laboratory and special inspectors' budget and take pride in being value conscious.

See attached resume for experience outline.

Sincerely,
The KDI Group, Inc.

Ken DeCarlo
Lead Inspector



PROFESSIONAL FEES
December 2, 2024

**Inspector of Record Service Fees Prepared for
Oakland Unified School District**

| Description | Basic Rate |
|------------------------|--------------------|
| Project Inspector | \$ 145.00 per hour |
| Administrative Support | \$ 75.00 per hour |

Fee Schedule for
Oakland Unified School District
DSA Certified Project Inspectors
for Phases 1 and 2 Project at Fremont High School

Phase 1

| | |
|---|----------------|
| 1 DSA IOR Services Mobilization and DSA Box Admin | \$5,000 |
| 2 DSA IOR Services | \$20,300 |
| 3 Administrative Support | \$5,100 |
| <u>5 DSA Punch List/Close-out & Documentation (30 days)</u> | <u>\$5,000</u> |
| subtotal | \$35,400 |

Phase 2

| | |
|---|----------------|
| 1 DSA IOR Services Mobilization and DSA Box Admin | \$7,500 |
| 2 DSA IOR Services | \$40,600 |
| 3 Administrative Support | \$10,200 |
| <u>5 DSA Punch List/Close-out & Documentation (45 days)</u> | <u>\$7,500</u> |
| subtotal | \$65,800 |

| | |
|--|----------------|
| 4 District Contingency 10% | \$10,120 |
| 5 Errors and Omissions Insurance (\$1650 per occurrence) | <u>\$3,300</u> |

Estimated Total Project Fee \$114,620

EXHIBIT B

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as CEO *[insert "owner" or officer title]* of KDI Group
[insert name of business entity], have read the foregoing and agree that _____
KDI Group *[insert name of business entity]* will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 03/10/2025

Name: Kenneth DeCarlo Sr.

Signature: *Ken DeCarlo*

Title: CEO

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: KDI Group
Date of Entity’s Contract with District: 03/10/2025
Scope of Entity’s Contract with District: DSA Inspection

I, Kenneth DeCarlo Sr. *[insert name]*, am the CEO *[insert “owner” or officer title]* for KDI Group *[insert name of business entity]* (“Entity”), which entered a contract on March 10, 2025, with the District for DSA Inspection.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: March 10, 2025
Signature: Ken DeCarlo
Typed Name: Kenneth DeCarlo Sr.
Title: CEO
Entity: KDI Group

**LOCAL BUSINESS PARTICIPATION WORKSHEET -
LBU Modification / Amendment**



PRIME: Original Contract Amount (Base Bid): \$114,620.00
 Project: Fremont High Modernization 2025 Originally Proposed LBU %: 100.00%
 Project #: 22156 Amendment/Change Order No.: #
 Project Manager: Total Contract Amount (Amended Contract, to Date): \$0.00
 Proposed LBU %: 100.00%

| Amended Contract Value: | \$ | | | | |
|--|-----------------------------|-------|-------|--------|---|
| | Total Dollar Amount of Work | LBE % | SLBE% | SLBRE% | Certification Type & No. |
| PRIME Company: The KDI Group, Inc Address: 5111 Telegraph Ave. #144 City/State: Oakland, CA 94609 Phone: (510)333-6521 | \$114,620 | | | 100.0% | OUSD, City of Oakland & Alameda County 09-00268 |
| Company: Address: City/State: Phone: | \$ | | | | |
| Company: Address: City/State: Phone: | \$ | | | | |
| Company: Address: City/State: Phone: | \$ | | | | |
| Company: Address: City/State: Phone: | \$ | | | | |
| Company: Address: City/State: Phone: | \$ | | | | |
| | \$114,620.00 | 0.0% | 0.0% | 100.0% | #### |

TIFFANY KNUCKLES Feb 06, 2025
 APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU impacted.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2024

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

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

| | | |
|---|---|------------------------|
| PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328 | CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No): | |
| | E-MAIL ADDRESS: contact@hiscox.com | |
| INSURED The KDI Group, Inc. 5111 Telegraph Ave. 144 Oakland, CA 94609 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Hiscox Insurance Company Inc | NAIC # 10200 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|----------|----------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y / <input type="checkbox"/> N / A | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | Y | | P102.332.246.2 | 09/05/2024 | 09/05/2025 | Each Claim: \$ 1,000,000 Aggregate: \$ 2,000,000 |

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

Oakland Unified School District is named as Additional Insured on the Professional Liability Policy, subject to policy terms and conditions. Fremont HS Phase 1 & 2 Project.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 955 High St
 Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



KDICO-1

QP ID: BR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2024

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

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

| | | |
|--|--------------------------------------|--|
| PRODUCER Vallejo Insurance Associates P. O. Box 4446 Vallejo, CA 94590 Jeanne Kilkenny-Turk | 707-554-6080 | CONTACT NAME: Jeanne Kilkenny-Turk PHONE (A/C, No, Ext): 707-554-6080 FAX (A/C, No): 707-554-2198 E-MAIL ADDRESS: jkilkenny-turk@vallejoinsurance.com |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED The KDI Group Inc. 5111 Telegraph Ave Ste. 144 Oakland, CA 94609 | INSURER A : Kemper Auto Insurance | NAIC # 22268K |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | 50018771101 | 10/16/2024 | 04/16/2024 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE -POLICY LIMIT \$ |

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

Certificate holder, Oakland Unified School District its Agents, employees, & Officers are included as additional insured per attached blanket endorsement form #500BAE01

CERTIFICATE HOLDER

Oakland Unified School District
 955 High Street
 Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Jeanne Kilkenny-Turk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2024

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| | | |
|---|---|------------------------|
| PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328 | CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No): | |
| | E-MAIL ADDRESS: contact@hiscox.com | |
| INSURED The KDI Group Inc. 5111 Telegraph Avenue 144 Oakland, CA 94609 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Hiscox Insurance Company Inc | NAIC # 10200 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | P103.997.143.1 | 10/09/2024 | 10/09/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Oakland Unified School District is named as Additional Insured on the Businessowners /General Liability Policy, subject to policy terms and conditions. Fremont HS Phase 1 & 2 Project.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 955 High St
 Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|---|-------------|-----|
| Project Name | Fremont High School Modernization Project | Site | 302 |
|---------------------|---|-------------|-----|

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 | The KDI Group, Inc. | Agency's Contact | Ken DeCarlo |
| OUSD Vendor ID # | 002377 | Title | Lead Inspector |
| Street Address | 5111 Telegraph Ave., Ste. 144 | City | Oakland |
| Telephone | (510) 333-6521 | State | CA |
| Zip | 94609 | 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 # | 22156 | | |

Term of Original/Amended Contract

| | | | |
|--|------------|---|------------|
| Date Work Will Begin (i.e., effective date of contract) | 04-10-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 12-31-2025 |
| | | 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) | \$114,620.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Change in Price | \$ |
| Other Expenses | | Requisition Number | |

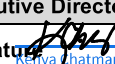
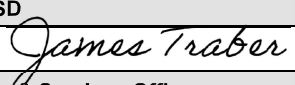
Budget Information

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 |
|------------|-------------------|--|-------------|--------------|
| 9650/9921 | Fund 21/Measure J | 210-9650-0-9921-8500-6235-302-9180-9905-9999-22156 | 6235 | \$114,620.00 |

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 | | | | |
| | Signature  | Date Approved | Mar 12, 2025 | | |
| 2. | Counsel, OUSD | | | | |
| | Signature  | Date Approved | 3/10/2025 | | |
| 3. | Chief Systems & Services Officer | | | | |
| | Signature | Date Approved | | | |
| 4. | Chief Financial Officer | | | | |
| | Signature | Date Approved | | | |
| 5. | President, Board of Education | | | | |
| | Signature | Date Approved | | | |

| Board Office Use: Legislative File Info. | |
|---|----------------|
| File ID Number | 25-2592 |
| Introduction Date | 12-10-2025 |
| Enactment Number | 25-2101 |
| Enactment Date | 12/10/2025 CJH |



Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems and Services Officer

Board Meeting Date December 10, 2025

Subject Amendment No. 1, Agreement for Inspection of Record Services for Construction – The KDI Group, Inc. – Fremont High School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, Agreement for Inspection of Record Services for Construction by and between the **District and The KDI Group, Inc., Oakland, CA**, for the latter to provide additional Inspector of Record Services for Phase 1 and Phase 2 oversight of **Fremont High School Modernization Project**, in an additional amount of **\$115,389.00**, increasing Agreement’s total not-to-exceed amount from **\$114,620.00** to **\$230,009.00**, and extending the term of the Agreement from April 10, 2025 through December 31, 2025 to December 31, 2026, (an additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for additional Inspector of Record Services and three hundred sixty-five (365) calendar days’ extension.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, Agreement for Inspection of Record Services for Construction by and between the District and The KDI Group, Inc., Oakland, CA, for the latter to provide additional Inspector of Record Services for Phase 1 and Phase 2 oversight of Fremont High School Modernization Project, in an additional amount of \$115,389.00, increasing Agreement’s total not-to-exceed amount from \$114,620.00 to \$230,009.00, and extending the term of the Agreement from April 10, 2025 through December 31, 2025 to December 31, 2026, (an additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building - Measure J

Attachments

- Amendment No. 1, including exhibits
- Routing Form
- File ID: 25-0592