

Board Office Use: Legislative File Info.	
File ID Number	24-0349
Introduction Date	3-13-2024
Enactment Number	24-0486
Enactment Date	3/13/2024 er



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Division of Facilities Planning and Management

Board Meeting Date March 13, 2024

Subject Amendment No. 2, Agreement for Inspector of Record Services for Construction - King Construction Inspection, Inc. – Melrose Leadership Academy at Maxwell Park Living Schoolyard Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2, Agreement for Inspector of Record Services for Construction by and between the **District and King Construction Inspection, Inc.**, Oakland, CA., for the latter to continue to provide DSA Inspector of Record Services until the project is completed, for the **Melrose Leadership Academy at Maxwell Park Living Schoolyard Project**, in an additional amount of **\$18,270.40**, increasing the not-to-exceed amount of the Agreement from **\$88,920.00** to **\$107,190.40**, with completion expected by June 30, 2024. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for continued inspection services through June 30, 2024.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 2, Agreement for Inspector of Record Services for Construction by and between the District and King Construction Inspection, Inc., Oakland, CA., for the latter to continue to provide DSA Inspector of Record Services until the project is completed, for the Melrose Leadership Academy at Maxwell Park Living Schoolyard Project, in an additional amount of \$18,270.40, increasing the not-to-exceed amount of the Agreement from \$88,920.00 to \$107,190.40, with completion expected by June 30, 2024. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Amendment No. 2, including Exhibits
- Routing Form
- File ID, 23-1150 & 22-1460

AMENDMENT NO. 2

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and **King Construction Inspection, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **June 23, 2022** ("Agreement"), and the parties agree to amend the Agreement for the Services with Melrose Leadership Academy at Maxwell Park Living Schoolyard **Project** as follows and in the attached Exhibit A:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input 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:</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 contact term extends through completion of the underlying Project (see Section 2 of the Agreement). The anticipated completion date is <u>June 30, 2024</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 for Basic Services is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Eighteen Thousand Two Hundred Seventy Dollars 40/100 (\$18,270.40)</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>Eighty-Eight Thousand Nine Hundred Twenty Dollars No/100 (\$88,920.00)</u>, and after this amendment, the not-to-exceed total contract price will be: <u>One Hundred Seven Thousand One Hundred Ninety Dollars 40/100 (\$107,190.40)</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	5-24-2023	Compensation & Term	\$41,532.00

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



Benjamin Davis, President,
President, Board of Education 3/14/2024
Date




Kyla Johnson-Trammell , Superintendent
and Secretary, Board of Education 3/14/2024
Date



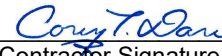
Preston Thomas (Feb 16, 2024 10:39 PST)
Preston Thomas, Chief Systems & Services Officer
Facilities Planning and Management Feb 16, 2024
Date

Approval as to form:



2/14/24
Date
Arne Sandberg [name]
General Counsel, Facilities, Planning and Management

CONTRACTOR



Contractor Signature 02/13/2024
Date

Corey T. Dare, Geotechnical Engineer
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: King Construction Inspection, Inc.

1. Detailed Description of Services to be provided:
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



King Construction Inspection, Inc.

November 30, 2023

Oakland Unified School District
Attn: Nicole Wells
955 High Street
Oakland, CA 94601

RE: Melrose Leadership Academy at Maxwell Park Living Schoolyard Project
Amendment #2 for extension of inspection services (through December 2023)

This is an estimate of hours to complete the project, KCI will only bill for the actual hours expended.

• October 2023	52 hours regular		
• October 2023	12 hours OT		
• November 2023	60 hours regular		
• December 2023	56 hours regular		
IOR Hourly Rate:	\$155.00/regular	IOR subtotal:	\$28,495.20
	\$204.60/OT		
• Reduction of costs *			-\$3,720
		IOR Total	\$24,775.20
PM Oversight by Edward King (Oct - Dec, 2-hrs/month)	6 hours		
PM Hourly Rate:	\$170.00	PM total:	\$1,020.00
		Subtotal:	\$25,795.20
		Less remaining fee:	\$7,524.80
		TOTAL FEE:	\$18,270.40

* Reduction (17% from previous request) is based on fewer OAC meeting requirements (12-hours) and fewer visits for welding inspections (12-hours).

King Construction Inspection, Inc.

Edward King
President

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Kaiser Elementary School Outdoor Living Environment	Site	910
---------------------	---	-------------	-----

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	Consolidated Engineering Laboratories	Agency's Contact	Charlie Brice		
OUSD Vendor ID #	001171	Title	President		
Street Address	534 23 rd Ave	City	Oakland	State	CA Zip 94606
Telephone	510-436-7626	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 #	21112				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-30-2022	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)	6-30-2024

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	\$ 10,585.80
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
6128 8500	Fund 12	120-6128-0-8500-8500-6265-910-9180-8500-9999-21112	6265	\$10,585.80

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 Planning and Management				
	Signature 	Date Approved	Feb 16, 2024		
	<small>Kenya Chatman (Feb 16, 2024 09:25 PST)</small>				
2.	General Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	2/14/24		
	Lozano Smith, approved as to form				
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature 	Date Approved	Feb 16, 2024		
	<small>Preston Thomas (Feb 16, 2024 10:39 PST)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	23-1150
Introduction Date	5-24-2023
Enactment Number	23-1060
Enactment Date	5/24/2023 CJH



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

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Lisa Grant-Dawson Chief Business Officer, Division of Facilities Planning and Management *Lisa Grant-Dawson*

Board Meeting Date May 24, 2023

Subject Amendment No. 1 Agreement for Inspector of Record Services for Construction - King Construction Inspection, Inc. – Melrose Leadership Academy at Maxwell Park Living Schoolyard Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the Agreement for Inspector of Record Services for Construction by and between the **District** and **King Construction Inspection, Inc.**, Oakland, California, for the latter to provide additional DSA Inspector of Record Services, for the **Melrose Leadership Academy at Maxwell Park Living Schoolyard Project** in an additional amount of **\$41,532.00**, which includes a **\$4,308.00** contingency, increasing the Agreement’s total not-to-exceed amount from **\$47,388.00** to **\$88,920.00** and extending the expected completion date from **October 28, 2022** to **December 31, 2023 (an additional 429 calendar days)**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Discussion This Amendment is for additional inspection services and four hundred twenty-nine (429) calendar days extension.

LBP (Local Business Participation Percentage) 50.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Agreement for Inspector of Record Services for Construction by and between the District and King Construction Inspection, Inc., Oakland, California, for the latter to provide additional DSA Inspector of Record Services, for the Melrose Leadership Academy at Maxwell Park Living Schoolyard Project in an additional amount of \$41,532.00, which includes a \$4,308.00 contingency, increasing the Agreement’s total not-to-exceed amount from \$47,388.00 to \$88,920.00 and extending the expected completion date from October 28, 2022 to December 31, 2023 (an additional 429 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Certificate of Insurance
- Routing Form

AMENDMENT NO. 1

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and **King Construction Inspection, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **June 23, 2022** ("Agreement"), and the parties agree to amend the Agreement for the Services with Melrose Leadership Academy at Maxwell Park Living Schoolyard **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 DSA Inspector of Record Services, as described in the Fee Proposal, 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 anticipated contract term is extended by an additional <u>four hundred twenty-nine (429) calendar days</u>, and the anticipated completion date is <u>December 31, 2023</u>. The current expected completion date is October 28, 2022.</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>Forty-One Thousand Five Hundred Thirty-Two Dollars No/100 (\$41,532.00)</u>, which includes a not-to-exceed contingency of <u>\$4,308.00</u> for Additional Services.</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>Forty-Seven Thousand Three Hundred Eighty-Eight Dollars No/100 (\$47,388.00)</u>, and after this amendment, the not-to-exceed total contract price will be: <u>Eighty-Eight Thousand Nine Hundred Twenty Dollars No/100 (\$88,920.00)</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.

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: King Construction Inspection, Inc.

1. Detailed Description of Services to be provided: To provide additional DSA Inspector of Record Services, as described in the Fee Proposal, 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

BILLING RATES – PHASE 2 MELROSE LEADERSHIP ACADEMY

DSA Class 1 Inspector.....	\$155.00 / hour
DSA Class 2 Inspector.....	\$145.00 / hour
DSA Class 3 Inspector.....	\$140.00 / hour
Project Manager.....	\$170.00 / hour
Clerical/Administrative.....	\$ 62.00 / hour

- KCI's services are provided on a 4 hour minimum basis for part time work, includes project reporting time and travel.
- Overtime and weekend work (if needed) is billed at a multiplier of 1.32.
- The rates quoted are good until December 30, 2023, at which time there will be a COLA adjustment of 3.5%, and every year thereafter.

FEE PROPOSAL - KCI Lump Sum Fee Proposal for Phase 2 of the Melrose Leadership Academy at Maxwell Park Elementary School, Oakland Unified School District

Our Fee Proposal is based on an estimated construction schedule provided by email from Nicole Wells: May 26 through September 15, 2023, 16 weeks. Cost of construction is \$3.1 Million. As per Phase 1, we estimate 4 visits per week, or 16 hours per week plus mobilization/close out time, and PM time. Proposed budget is as follows:

16 weeks @ 16 hrs/week = 256 hours

mobilization/close-out = 16 hours

John Opacic, IOR	272 hours @ \$155/hr	=	\$42,160.00
Edward King, PM	8 hrs @ \$170/hr	=	<u>\$ 1,360.00</u>
Sub-Total			\$43,520.00

KCI's Lump Sum billing will be divided into 4 separate months at \$10,880/month. Please note that if the Construction Schedule is extended (once the project starts), KCI will need to request a Change Order in the amount of \$2,692.50/week for each week that the project is extended. However, note that if only the project start is delayed, there will not be a cost change effect.

Total \$43,520.00

Note that per the last invoice for Feb 2023 of Phase 1, there was \$4,058 remaining in the Contract. We estimate \$2,070 for March, 2023 work, therefore subtract \$1988 from total request above:

\$43,520 - \$1988 = \$41,532 Total Phase 2 Request

Note the original 10% Contingency Fee (if approved by the District) remains in place: \$4,308



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Maxwell Park Living Schoolyard	Site	235
---------------------	--	-------------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	King Construction Inspection, Inc.	Agency's Contact	Edward King		
OUSD Vendor ID #	007828	Title	Manager		
Street Address	5463 Kales Avenue	City	Oakland	State	CA
Telephone	415-314-7413	Policy Expires	Zip 94618		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	22120				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-23-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2023

Compensation/Revised Compensation

If New 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	\$41,532.00
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
9655/9885	Fund 21, Measure Y	210-9655-0-9885-8500-6235-235-9180-9906-9999-22120	6235	\$41,532.00

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 Planning and Management				
	Signature	Date Approved	5-5-23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	5/4/2023		
	Lozano Smith, approved as to form (limited)				
3.	Chief Business Officer, Facilities Planning and Management				
	Signature	Date Approved	5/5/2023		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature Mike Hutchinson	Date Approved	5/25/2023		

Board Office Use: Legislative File Info.	
File ID Number	22-1460
Introduction Date	6-22-2022
Enactment Number	22-1245
Enactment Date	6/22/2022 os



Memo

To Board of Education

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

Board Meeting Date June 22, 2022

Subject Agreement for Inspector of Record Services for Construction - King Construction Inspection, Inc. – Melrose Leadership Academy at Maxwell Park Living Schoolyard Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education Agreement for Inspector of Record Services for Construction by and between the **District** and **King Construction Inspection, Inc.**, Oakland, California, for the latter to provide DSA Inspector of Record Services, for the **Melrose Leadership Academy at Maxwell Park Living Schoolyard Project**, in the not-to-exceed amount of **\$47,388.00**, which includes a not-to-exceed amount of **\$4,308.00** for additional services, with work scheduled to commence on **June 23, 2022**, and scheduled to last until **October 28, 2022**, pursuant to the Agreement.

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

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education Agreement for Inspector of Record Services for Construction by and between the **District** and **King Construction Inspection, Inc.**, Oakland, California, for the latter to provide DSA Inspector of Record Services, for the **Melrose Leadership Academy at Maxwell Park Living Schoolyard Project**, in the not-to-exceed amount of **\$47,388.00**, which includes a not-to-exceed amount of **\$4,308.00** for additional services, with work scheduled to commence on **June 23, 2022**, and scheduled to last until **October 28, 2022**, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

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.

Legislative File ID No. 22-1460

Department: Facilities Planning and Management

Vendor Name: King Construction Inspection, Inc.

Project Name: Melrose Leadership Academy at Maxwell Park Living Schoolyard **Project No.:** 22120

Contract Term: Intended Start: 6-23-2022 Intended End: 10-28-2023

Total Cost Over Contract Term: \$47,388.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

This consultant was selected through RFP, specialized services and experience of Inspector of Record services based on demonstrated competence and professional qualifications the district identified the chosen consultant as the most qualified at the most reasonable price.

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

King Construction Inspection, Inc., will provide DSA Inspector of Record Services, for the Melrose Leadership Academy at Maxwell Park Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

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

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective **June 23, 2022**, by and between the **Oakland Unified School District** (“District”) and **KING CONSTRUCTION INSPECTION, INC.** (“Inspector”), with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of a Construction Service project at the Melrose Leadership Academy at Maxwell Park Living Schoolyard (“the Project”), which requires ongoing inspection.

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

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

The Parties therefore agree as follows:

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

2. **Term of Agreement and Payment.** The term for performance of the Services shall be the duration of the Project (“Term”), and Inspector shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of **October 28, 2022**, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in *Exhibit A* for Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

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

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

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

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

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

contemplated by this Agreement or for any tax liability arising out of this Agreement.

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

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

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

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

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

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

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

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

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

Comprehensive General Liability

Personal Injury:

\$2,000,000 Each Occurrence

\$4,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Comprehensive Automobile Liability

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

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

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

10. Termination of Agreement.

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

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

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

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

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

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

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

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or

with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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

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

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

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

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

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

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

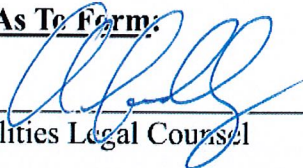
21. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

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

24. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties

Approved As To Form:



OUSD Facilities Legal Counsel

5/26/22

Date

EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated \$165.00 per hour for Edward King and \$145.00 per hour for Winnifred Solis.

For Basic Services, Inspector's total compensation shall not exceed **FORTY-THREE THOUSAND EIGHTY DOLLARS AND NO/100 (43,080.00)**, which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its **May 19, 2022**, fee estimate. Inspector acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. If delays in completion of the Project occur that are not caused by wrongful conduct by Inspector, including but not limited to Inspector's breaches of contract or deficient performance of Basic or Additional Services, then Inspector shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

For Additional Services, Inspector's total contingency compensation shall not exceed **FOUR THOUSAND THREE HUNDRED EIGHT DOLLARS AND NO/100 (\$4,308.00)**.

The total price under this Agreement for Basic and Additional Services shall be in the amount of **FORTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS AND NO/100 (\$47,388.00)**.

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

DSA-CERTIFIED INSPECTOR OF RECORD SERVICES

MELROSE LEADERSHIP ACADEMY AT MAXWELL PARK ELEMENTARY SCHOOL

May 19, 2022 **2.4) PROFESSIONAL FEES**

DSA Class 1 Inspector.....	\$145.00 / hour
DSA Class 2 Inspector.....	\$140.00 / hour
DSA Class 3 Inspector.....	\$135.00 / hour
Project Manager.....	\$165.00 / hour
Clerical/Administrative	\$ 62.00 / hour

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

FEE PROPOSAL - KCI Lump Sum Fee Proposal for Melrose Leadership Academy at Maxwell Park Elementary School, Oakland Unified School District

Our Fee Proposal is based on the estimated project schedule provided in the RFP: "Project is currently out to bid with a bid due date of May 26, 2022. Construction duration will be 120 days with completion projected to occur during the Winter of 2022". \$2.2 Million project budget. We believe that four 4 hour visits per week, plus 16 hours of mobilization/close out time, will be sufficient to cover this project. Therefore the breakout is as follows:

17 weeks @ 16 hrs/week = 272 hours

mobilization/close-out = 16 hours

Winnifred Solis, IOR	288 hours @ \$145/hr	=	\$41,760.00
Edward King, PM	8 hrs @ \$165/hr	=	<u>\$ 1,320.00</u>
Sub-Total			\$43,080.00

KCI's Lump Sum billing will be divided into 5 separate months at \$8,616/month. Please note that if the Construction Schedule is extended (once the project starts), KCI will need to request a Change Order in the amount of \$2,534.12/week for each week that the project is extended. However, note that if only the project start is delayed, there will not be a cost change effect.

Total	\$43,080.00
10% Contingency Fee if approved by the District	<u>\$ 4,308.00</u>
 Total Contract Request	 \$47,388.00



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Maxwell Park Living Schoolyard	Site	235
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	King Construction Inspection, Inc.	Agency's Contact	Edward King		
OUSD Vendor ID #	007828	Title	Manager		
Street Address	5463 Kales Avenue	City	Oakland	State	CA
Telephone	415-314-7413	Policy Expires	Zip	94618	
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	22120				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-23-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-28-2022
		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)	\$47,388.00
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
9655/9885	Fund 21, Measure Y	210-9655-0-9885-8500-6235-235-9180-9906-9999-22120	6235	\$47,388.00

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 Planning and Management				
	Signature	Date Approved	6.8.2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	5/26/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	6/1/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			