

Board Office Use: Legislative File Info.	
File ID Number	10-1210
Committee	Facilities
Introduction Date	6-2-10
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date June 9, 2010

Subject Amendment No. 1 - KDI Consultants, Inc. - Sobrante Park Classroom 1 Fire Repair Project

Action Requested Approval by Board of Education of Amendment No. 1 with KDI Consultants, Inc. for Additional Inspection Services on behalf of the District for the Sobrante Park Classroom 1 Fire Repair Project, increasing the contract by a not to exceed amount of \$7,500.00, increasing previous contract amount from \$4,500.00 to a not to exceed amount of \$12,000.00 and revising the end date from January 29, 2010 to June 30, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Independent inspection services are required by DSA to ensure that construction conforms to the Division of State Architect (DSA) approved drawings and specifications.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



OAKLAND UNIFIED SCHOOL DISTRICT

Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by Board of Education of Amendment No. 1 with KDI Consultants, Inc. for Additional Inspection Services on behalf of the District for the Sobrante Park Classroom 1 Fire Repair Project, increasing the contract by a not to exceed amount of \$7,500.00, increasing previous contract amount from \$4,500.00 to a not to exceed amount of \$12,000.00 and revising the end date from January 29, 2010 to June 30, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is Risk Management.

Attachments

- Professional Services Contract including scope of work

Key Code:

1549201803-6235

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **KDI Consultants, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on **October 29, 2009**, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If 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. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional inspection services for the second phase of repairs for fire damaged Classroom No. 1 at Sobrante Park Elementary School.		
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> .
If term is changed: The contract term is extended by an additional 1 years and six months (days/weeks/months), and the amended expiration date is June 30, 2011 .		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$7,500.00 to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is Twelve thousand dollars and no cents (\$12,000.00)		

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 Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education Date

Edgar Rakestraw, Jr., Secretary
Board of Education Date

Timothy White, Assistant Superintendent
Facilities, Planning and Management Date

CONTRACTOR

 5/12/10
Contractor Signature Date

Kenneth DeCarlo, PRINCIPAL
Print Name, Title

LEGISLATIVE FILE

File ID No. 09-2878
Introduction Date 10-20-09
Enactment No. 09-2176
Enactment Date 12-28-09
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
October 28, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Agreement for Professional Services - KDI Consultants, Inc. - Sobrante Park Classroom 1 Fire Repair Project

ACTION REQUESTED

Approval by the Board of Education of a Professional Services Agreement with KDI Consultants, Inc. for Inspection Services at Sobrante Park Classroom 1 Fire Repair Project in an amount not to exceed \$4,500.00. The term of this Agreement shall commence on October 29, 2009 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, January 31, 2009, whichever occurs first.

BACKGROUND

As required by the State of California, new construction, renovation and addition projects at school sites involving structural, disabled access barrier removal and fire/life safety elements must be inspected during construction by an inspector certified by the Department of the State Architect (DSA).

STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The qualifications of the KDI Consultants, Inc. have been reviewed in relation to those qualifications required by the Department of the State Architect (DSA) and have been found to be acceptable. Inspectors are selected from a credentialed group from the DSA. Due to a severe shortage of DSA credentialed inspectors, services are selected based on availability. KDI Consultants, Inc. will provide inspection services pertaining to the Sobrante Park Classroom 1 Fire Repair project at Sobrante Park Elementary School.

FISCAL IMPACT

The funding source for this project is Risk Management.

LOCAL BUSINESS PARTICIPATION PERCENTAGE

100%

RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement with KDI Consultants, Inc. for Inspection Services at Sobrante Park Classroom 1 Fire Repair Project in an amount not to exceed \$4,500.00. The term of this Agreement shall commence on October 29, 2009 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, January 31, 2009, whichever occurs first.

Key code: 1549201803-6235

AGREEMENT FOR PROFESSIONAL SERVICES AS
DEPARTMENT OF STATE ARCHITECT (DSA)

Project Inspector

with

KDI Consultants, Inc.

for

**Sobrante Park Classroom 1 Fire Repair
Sobrante Park Elementary School
470 El Paseo Drive
Oakland, California 94603
O.U.S.D. Project Number: 07081**

September 25, 2009

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OAKLAND UNIFIED SCHOOL DISTRICT AGREEMENT FOR PROFESSIONAL SERVICES

AS PROJECT INSPECTOR

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 1025 Second Avenue, Oakland, CA 94606 (hereafter "District") and KDI Consultants, Inc., 5111 Telegraph Avenue, Suite 144, Oakland, CA 94609 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services as Project Inspector pertaining to the inspection of the District's construction work required at the following project: Sobrante Park Classroom 1 Fire Repair located at Sobrante Park Elementary School, 470 El Paseo Drive Oakland, CA 94603, including all testing services required at the Project by Title 24, Part I, California Code of Regulations; and

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

- 1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services
- 1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses
- 1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with inspection services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement in accordance with the requirements of the State of California's Division of State Architect (DSA).

1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

2 Term of the Agreement

2.1 The term of this Agreement shall commence on **October 29, 2009** and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, or **January 31, 2009**, whichever occurs first. In no event shall the dates stated herein be deemed a representation, warranty or guarantee by the District that the Project will be completed on or before such anticipated completion date. Time is of the essence in performance of this Agreement.

3 Services Consultant Agrees to Perform

- 3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within the times specified. Consultant shall complete all services required by this Agreement in a reasonably prompt manner, taking into account the contractor's and architect's schedule, so as not to delay their performance.
- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions within the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B". Consultant shall invoice no more frequently than <semi-monthly / bi-weekly>, itemizing the number of hours worked each day for the project. Expenses incurred by the Consultant for travel to and from Consultant's home office are not reimbursable and shall be considered to be an ordinary expense of the Consultant under this Agreement.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Certification

- 6.1 The Consultant represents and certifies that it is qualified to perform the Work and that it possesses the necessary licenses certifications and/or permits to perform the Work. Consultant also represents and certifies that it has knowledge of and shall perform its services in accordance with applicable building codes, laws, regulations and ordinances required in order to provide inspection services pursuant to Title 21 and Title 24, Part I, of the California code of Regulations. The Consultant further certifies that he/she has been

approved by the Department of State Architect to perform inspection services.

7 Standard of Care

- 7.1 Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.
- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8 Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees consultants and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even

though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor:

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 If Consultant employs workers to perform work under this Agreement, Workers' Compensation Employers' Liability limits not less than \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or Consultant's sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Omitted.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and

Representatives, including GKK/McCarthy.

- 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management,
Buildings and Grounds, and Custodial Services
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverages above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 Consultant shall not be an association, joint venture or partnership.

12 Suspension of Work

- 12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon

which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all Plans and Project records, drawings and specifications, and all other documentation associated with the work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement. This requirement shall extend indefinitely beyond the effective termination date of this Agreement.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management,
Buildings and Grounds, and Custodial Services
955 High Street
Oakland, California 94601

To Consultant: KDI Consultants, Inc.
5111 Telegraph Avenue, Suite 144
Oakland, CA 94609

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all schedules and correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Work.

19 Subcontracting/Assignment/Interest

19.1 Consultant has specified the use of the following sub-consultants and subcontractors in the performance of the Work under this Agreement: NA

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement. The Consultant shall not assign or transfer their Agreement or any interest of Consultant herein without the prior written approval of the District. Any such attempt by Consultant to assign or transfer this Agreement or any of its interest without District's approval shall be void and of no force or effort

19.3 The Inspector hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, the Inspector has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of the Services; and (ii) the Inspector shall not employ in the performance of the Services any person or entity having any such interest.

20 Compliance with Americans with Disabilities Act/ Non- Discrimination Clause

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or gender of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Two copies of this Agreement shall be executed. One copy shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement; Modifications of Agreement

24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the

budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix B, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by *written instrument* executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

CONSULTANT:

By: 
Title: PRINCIPAL

Dated: 9/29/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Noel Gallo, President, Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: 
Timothy E. White, Assistant Superintendent – Division of Facilities, Planning & Management

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 10.7.09

Attachments: Appendix A
Appendix B
Appendix C

APPENDIX A

SCOPE OF WORK

Consultant will provide inspection services in accordance with the guidelines set forth by the Division of the State Architect and mandated by the State of California for public school construction and improvement at the **Sobrante Park Classroom 1 Fire Repair**, located at **Sobrante Park Elementary School, 470 El Paseo Drive, Oakland, California, 94603.**

• SCOPE OF BASIC SERVICES

- 1.1 **Criteria:** Work shall be performed in accordance with all applicable and most current codes, laws, regulations, and professional standards, including, but not limited to, applicable District design criteria. The services performed under this Agreement may be part of a school building project funded in whole or in part by Leroy F. Greene State School Building Funds (E.C. 17700). Therefore, the Consultant's full compliance with the applicable Disabled Veterans' Business Enterprise (DVBE) regulations promulgated by the State Allocation Board, for Greene Act funding, is mandatory. As required by the State Allocation Board regulations, the Consultant's satisfactory compliance shall be determined by the District and shall be a condition precedent to the execution of this Agreement or payment of any amounts by the District hereunder. The Consultant shall remain continuously in compliance with said DVBE regulations during the entire term of this Agreement.

- 1.2 Inspector shall provide, as authorized in advance by District and in the manner described below, the following construction phase inspection services to District:
 - 1.2.1 Services under this Agreement are to provide assurance that the Project is built according to the approved construction documents so that the Division of the State Architect, Office of Regulation Services (DSA/ORS) can verify the Project work when complete.

 - 1.2.2 The duties of Consultant will include all activities required to develop and maintain personal knowledge of the Project work, generally including the following: preparing reports, maintaining codes, documents, submittals and records, developing and maintaining a field check list and Work Progress Charts, reviewing as-built drawings, change order proposals and requests for payment, reporting Project delays, performing Project close-out procedures, and all other tasks required to be performed by a "Project Inspector" under Title 24, Part I, of the California Code of Regulations, and as required by the Education Code "Field Act".

 - 1.2.3 Services will include, but shall not be limited to, the following:

- 1.2.3.1 Maintaining copies of the most recent relevant Title 24 building codes and interpretive manuals at the job site for the duration of the Project. The code shall include, at a minimum: (1) the State Uniform Plumbing Code; (2) the State Uniform Mechanical code; (3) the State and National Electric Code [s], (4) the State Uniform Building Code; and (5) the State Accessibility Standards and Interpretive Regulations;
- 1.2.3.2 Studying and analyzing the Construction Contract and the Contract Documents, and notifying the Architect and District project manager immediately of any inconsistencies and/or perceived omissions in the Contract Documents;
- 1.2.3.3 Maintaining records at the site in an orderly manner, including the Construction Contract and approved Contract documents, Addenda, Supplements, Change Orders, Field Orders, structural and utility records, submittals, correspondences, approved shop drawings and all reports hereinafter required.
- 1.2.3.4 Reviewing portions of the Project work which require testing of materials or systems, including verification that testing and/or engineering laboratories and/or individuals are qualified to undertake required tests.
- 1.2.3.5 Inspecting all materials delivered to the Project site for conformance with Contract requirements; verification of special inspections when applicable; requiring that materials be stored so that they will neither interfere with the Project work nor incur damage from weather or other causes;
- 1.2.3.6 Notifying District and Architect of questionable materials and/or workmanship, as needed, to allow remedial action to be taken, in circumstances where Consultant believes he is not qualified to judge the acceptance of such materials and /or work;
- 1.2.3.7 Attending all Project meetings;
- 1.2.3.8 Maintain a photographic record of activities and conditions at the Project site.
- 1.2.3.9 Tracking labor performed and materials used in any unit cost and/or cost-plus type of work, reporting data to the Architect and District;
- 1.2.3.10 Developing and utilizing a Field check List including all Project work divided by trade;
- 1.2.3.11 Receiving a Progress Schedule, in a form approved by the Architect, detailing start and finish date for Project work;

updating the Schedule weekly to reflect Project progress;
alerting District and the Architect of departures from the
Schedule and/or conditions that may cause Project delays;

- 1.2.3.12 Prepare three series of reports, including:
- 1.2.3.12.1 **Daily Diary Reports:** Reports to be created daily to include: (a) the approximate number of workers in each craft or trade; (b) identification of visitors to the site; (c) any observations of the Consultant and/or Architect; (d) general weather conditions; (e) Project status; (f) deviations from the plans and specifications (if any) and corrective action required regarding same; (g) persons notified of any corrective actions deemed necessary;
 - 1.2.3.12.2 **Semi-monthly Reports:** Reports shall be submitted on 1st and 16th day of each month of Project work;
 - 1.2.3.12.3 **Verified Progress Reports:** Reports to be submitted as required by Title 24, and provided to DSA on required form, following review by the Architect, Inspector must provide the Verified Progress Reports to Architect, in typed format, forty-eight hours prior to the date of required transmission to DSA.
- 1.2.3.13 The Inspector shall be familiar with the Testing and Inspection Sheet ("T&I Sheet") issued for the Project by the DSA and shall request special deputy inspectors as necessary and order special test as required by the T&I Sheet, the District or the DSA. The Inspector shall transmit all such samples to the Laboratory for analysis upon completion of all such test and special inspection. The Inspector shall retain a copy of all results and shall transmit a copy of all results and each test or inspection to the DSA, the Project Architect, the Project Manager and the District.
- 1.2.3.14 The District and all Districts projects are "drug-free" and "smoke-free" workplaces and, as such, require that all persons at the Project sites (including the Consultant) be subject to the requirements mandated by California Government Code Sections 8350, et seq. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of the payments or termination for failure to comply with such Act. The Consultant shall cause the removal of any personnel working on the Project site in violation of the Act.

- 1.2.3.15 Providing notice of specific benchmarks during the course of construction to DSA, the State Fire Marshall ("SFM"), the District and the Architect, including (1) forty-eight hours notice of the date Project work will be started where the work is under the jurisdiction of DSA; (2) forty-eight hours notice of the date on which the first foundation trench will be complete and ready for footing forms; (3) forty-eight hours notice of the first pour of concrete; (4) notice of any suspension of Project work for a period greater than two weeks; (5) forty-eight hour notice of when any new phase of work is to be started, including (a) structural steel; (b) wood framing; (c) lath and plaster; (d) painting; and (e) tiffe work; (6) forty-eight hour notice of the first or principal tests electric, water, gas and / or sewer pipes; (7) notice of any hazard to persons or property, such as the occurrences of any serious accident, fire or failure of any form work or scaffolding, immediately upon such occurrences, (8) any comments regarding conflicts in work, and suggestions made by official representatives of DSA, SFM, public authorities, utility companies, or the District;
- 1.2.3.16 Issuing notices of non-compliance to the Contractor, with copies to the Architect and the District, for any deviations from the requirements of the Contract Documents, and preparation of a log of all discussions of such deviations. Consultant shall take special care to insure that he/she does not issue instructions to the Contractor that will result in claim for extra compensation or a claim for an extension in the time of Contract completion;
- 1.2.3.17 Verification that all subcontracted work is done by licensed subcontractors who are listed in the Contract Documents and/or specially approved by the District.
- 1.2.3.18 Allowing changes from contract Documents to proceed only when either a full Change Order is in place or upon receipt of a Preliminary Change Order, based upon DSA informal approvals or at the direction of the District.
- 1.2.3.19 Participation in the Change Order approval process by reviewing proposed changes to the work and assisting in determining the appropriate cost and time impact of the change;
- 1.2.3.20 Comparing Contractor's monthly request for payment with the Schedule of Values by Contractor and approved by Architect to determine that the request is consistent with work completed; certify or recommend denial of the request for payment and forward to Architect for action;
- 1.2.3.21 Inspecting on a weekly basis, of "As-Built Drawings" annotated daily by of a current set of plans and specifications which incorporate all changes, revisions and clarifications received from Architects; final

review, approval and transmission of final As-Built Drawings to Architect at Project Completion;

- 1.2.3.22 Reporting of any Project delays, including provision of a report to Architect and District fully outlining the status of the Project and the reason for delay, and *listing missing items and incomplete work*;
- 1.2.3.23 Creating a punchlist of items to be adjusted at Project Substantial Completion; transmission of punchlist to Architect and District for;
- 1.2.3.24 Confirming that Fire Life Safety and electronic grounding tests have been successfully completed.
- 1.2.3.25 Assuring that at a Project Completion all training manuals, guarantees and extra stock items are received by the District.
- 1.2.3.26 Undertaking additional related tasks as directed by the District.

End of Appendix A

APPENDIX B

COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid \$90.00/hour for DSA certified and approved project inspection and NA/hour for DSA qualified and approved inspection in an amount not to exceed a fee of four thousand, five hundred dollars and no cents (\$4,500.00) for the Sobrante Park Classroom 1 Fire Repair Project.

REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

End of Appendix B

APPENDIX C

PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

It is anticipated that construction shall commence on October 29, 2009 and be substantially complete on January 31, 2009.

End of Appendix C

VALLEJO INSURANCE ASSOC, LLC/PHS
PO BOX 33015
SAN ANTONIO TX, 78268

Oakland Unified School District
Timothy E. White Assist Superintendent
955 HIGH ST
OAKLAND, CA 94601

Additional Certholder Text

Department of Facilities Planning & Management, Buildings & Grounds & Custodial
Services

ACORD 25-S (7/97)



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-28-2008

GROUP:
POLICY NUMBER: 1888377-2008
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 10-01-2008
10-01-2008/10-01-2008

OAKLAND UNIFIED SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT
955 HIGH ST
OAKLAND CA 94601-4404

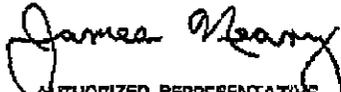
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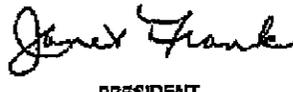
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

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

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

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


AUTHORIZED REPRESENTATIVE


PRESIDENT

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

ENDORSEMENT #1800 - DECARLO, JAINE SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #1800 - DECARLO, KENNETH R PRESIDENT - EXCLUDED.

EMPLOYER

KDX CONSULTANTS INC.
PO BOX 1113
BENICIA CA 94510

NB

[LMH,CN]

ROUTING FORM

Sobrante Park Classroom 1

Check contract title: Professional Services Contract Amendment to PCS Fire Repair

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name	KDI Consultants, Inc.			Contractor's Contact Person	Ken De Carlo
Street Address	5111 Telegraph Avenue, Suite 144			Title	IOR
City	Oakland			Telephone	510-532-0500
State	CA	Zip Code	94609	Policy Expires	4-1-2010
Tax ID/Soc Sec #				OUSD Project #	07081
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	October 29, 2009	Date Work Will End By <small>(not more than 5 years from start date)</small>	January 31, 2009

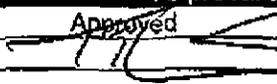
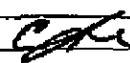
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$4,500.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information														
Funding Resources				Org Key #						Object			Amount	
				Site			Program							F
0	1	0	1	1	5	4	9	2	0	1	8	0	3	\$4,500.00
													\$	

Name of Funding Source: Risk Management

Program Information - Indicate the Number of Persons to Benefit from Services					
Grade Level (s)		Students		Teachers	
Administrators		Others (Please Specify)			

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			10-1-09
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only			
Dates of Clearance	Submitted by: _____	Email Address	_____
TB _____ Fingerprint _____ YTD \$ _____	Full Funding in Req. _____	Current Employee _____	Unit Member Work Conflict _____

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **KDI Consultants, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on **October 29, 2009**, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If 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. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional inspection services for the second phase of repairs for fire damaged Classroom No. 1 at Sobrante Park Elementary School.</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 1 years and six months (days/weeks/months), and the amended expiration date is June 30, 2011.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$7,500.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is Twelve thousand dollars and no cents (\$12,000.00)</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 Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education

Date

Edgar Rakestraw, Jr., Secretary
Board of Education

Date

Date



Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date

CONTRACTOR



Contractor Signature

5/12/10

Date

Kenneth DeCarlo, PRINCIPAL

Print Name, Title

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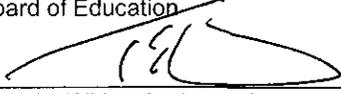
OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education

Date

Edgar Rakestraw, Jr., Secretary
Board of Education

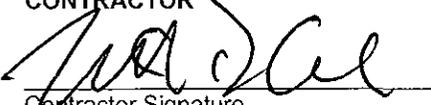
Date
Date



Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date

CONTRACTOR



Contractor Signature

5/12/10

Date

Kenneth De Carlo, PRINCIPAL

Print Name, Title

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DE
KDICO-1

DATE (MM/DD/YYYY)
04/01/10

PRODUCER

Vallejo Insurance Associates
P. O. Box 4446
Vallejo CA 94590
Phone: 707-554-6080 Fax: 707-554-2198

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance	
INSURER B	
INSURER C	
INSURER D	
INSURER E	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

NSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <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	ACP7804334300	04/01/10	04/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DED COL \$1000 <input checked="" type="checkbox"/> DED COM \$1000	ACP BA 7804334300	02/04/10	02/04/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO WORK DONE FOR OAKLAND UNIFIED SCHOOL DISTRICT, DEPT OF FACILITIES PLANNING & MANAGEMENT BUILDINGS & GROUNDS, & CUSTODIAL SERVICES. PER THE CG70571096 ENDORSEMENT. *10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT, TIMOTHY E. WHITE ASSIST SUPERINTENDENT
955 HIGH ST.
OAKLAND CA 94601

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Jeanne Kilkenny-Turk *JKT 1/25*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

**OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES
SEE BLANK FORM 28**

Project Name:

Project Location:

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

WHO IS AN INSURED (Section II) is amended to include as an additional insured, the person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

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

- 1. Coverage does not apply to "bodily injury" to an "employee" of the named insured.
- 2. This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

RE: CG7057

28 (01-86)

OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES PLANNING &
MANAGEMENT BUILDING & GROUNDS & CUSTODIAL SERVICES
TIMOTHY E WHITE, ASSISTANT SUPERINTENDENT
955 HIGH ST
OAKLAND CA 94601-4404

PROJECT NAME:
OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES PLANNING &
MANAGEMENT BUILDING & GROUNDS & CUSTODIAL SERVICES
TIMOTHY E WHITE, ASSISTANT SUPERINTENDENT

PROJECT ADDRESS:
955 HIGH ST
OAKLAND CA 94601-4404

28 (01-86)

ACP GLO 7804334300

LANY 10089

AGENT COPY

78 0019935



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-2009

GROUP:
POLICY NUMBER: 1888377-2009
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 10-01-2010
10-01-2009/10-01-2010

OAKLAND UNIFIED SCHOOL DISTRICT NB
ASSISTANT SUPERINTENDENT
955 HIGH ST
OAKLAND CA 94601-4404

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

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

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

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

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

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

ENDORSEMENT #1600 - DECARLO, JAIME, SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #1600 - DECARLO, KENNETH R, PRESIDENT - EXCLUDED.

EMPLOYER

KDI CONSULTANTS INC. NB
PO BOX 1113
BENICIA CA 94510

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DB
KDICO-1

DATE (MM/DD/YYYY)
03/01/10

PRODUCER
Vallejo Insurance Associates
P. O. Box 4446
Vallejo CA 94590
Phone: 707-554-6080 Fax: 707-554-2198

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOC <input checked="" type="checkbox"/> DED COL \$1000 <input checked="" type="checkbox"/> DED COM \$1000	ACP BA 7804334300	02/04/10	02/04/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO WORK DONE FOR OAKLAND UNIFIED SCHOOL DISTRICT, DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT BUILDINGS & GROUNDS, & CUSTODIAL SERVICES.
 PER THE CA2048 (02-99)END. RE: 2008 CHEV PICKUP VIN# 21599, 2010 BMW VIN#78258. *10 DAY NOTICE OF NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

NONE111
 OAKLAND UNIFIED SCHOOL DISTRICT, TIMOTHY E. WHITE ASSIST SUPERINTENDENT
 955 HIGH ST.
 OAKLAND CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Jeanne Kilkenny-Turk

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

SCHEDULE

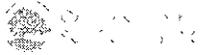
Name of Person(s) or Organization(s):

**OAKLAND UNIFIED SCHOOL DISTRICT
TIMOTHY E WHITE ASSISTANT SUPERINTENDANT**

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Sobrante Park Classroom 1 Fire Repair	Site	Sobrante Park Elementary School
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Name	KDI Consultants, Inc.	Agency's Contact	Ken DeCarlo
OUSD Vendor ID #	V0573451	Title	IOR
Street Address	5111 Telegraph Avenue, Suite 144	City	Oakland
Telephone	510-532-0500	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94609
OUSD Project #	07081	Policy Expires	4-1-2011
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term

Date Work Will Begin	10-29-2009	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2011
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$12,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 7,500.00
Other Expenses		Requisition Number	

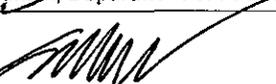
Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0111	Risk Management	1549201803	6235	\$7,500.00
				\$

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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	5-13-10		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	5-18-10		
	Assistant Superintendent, Facilities Planning and Management					
3.	Signature		Date Approved			
	President, Board of Education					
4.	Signature		Date Approved			