REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

DSA Certified Project Inspector
for Claremont Middle School Multi-Purpose Building with Kitchen
and Various School Sites

May 19, 2021 (Issued)

Responses must be received June 16, 2021, no later than 2:00 p.m.

The Oakland Unified School District (“District”) is requesting proposals from experienced firms, partnerships, corporations, associations, persons or professional organizations (“Consultants”) to provide project inspection services associated with a specific project at Claremont Middle School and various future school projects (“Project”).

Interested firms are invited to submit a completed Statement of Qualifications (“SOQ”) along with the Fee Proposal (collectively “RFQ/P Packet”) as described below, with one (1) unbound wet-signed original, five (5) bound copies and a PDF version on a flash drive of requested materials to:

Oakland Unified School District
Tadashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

Oral, telegraphic, facsimile and telephone RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

Due to the circumstances caused by the Covid-19 pandemic, the District will accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 p.m. (Pacific Standard Time) on June 16, 2021 via email will be accepted (to Juanita Hunter at juanita.hunter@ousd.org and the contacts below).

If you have any questions regarding this RFQ/P please email Kenya Chatman, Acting Facilities Director at kenya.chatman@ousd.org, and cc: to Colland Jang at colland.jang@ousd.org.

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements.

On April 28, 2021, the Board of Education amended the Local Business Policy which had named the City of Oakland as the singular agency to certify local businesses to include five additional local business certifications. For businesses located in Oakland, Local Business
and Small Local Business certifications may also be accepted from the Port of Oakland, Alameda County Transportation Commission, Alameda County Department of General Services, US Department of Transportation California Unified Certification Program, and the California Public Utilities Commission.

The District will follow the City of Oakland Small Business size standards in recognizing Small Local and Small Local Resident Businesses.

The full version of OUSD’s latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org> Offices and Programs> Facilities Planning & Management Department> For Contractors and Developers> Bids and Requests for Proposals> Bid Information> 2014 and 2021 Amendments to Local Business Participation Policy.

DEPARTMENT OF INDUSTRIAL RELATIONS

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars ($25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars ($25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work and proof of registration is provided.

SCHEDULE OF ACTIVITIES

Listed below is the “Schedule of Activities” which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

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<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
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<tbody>
<tr>
<td>May 19, 2021</td>
<td>RFQ/P Issued.</td>
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<tr>
<td>May 26, 2021</td>
<td>Deadline for requesting Invite for Virtual Pre-Submittal Conference</td>
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<tr>
<td>June 1, 2021</td>
<td>Virtual Pre-Submittal Conference (10 a.m.)</td>
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<tr>
<td>June 8, 2021</td>
<td>Written requests for Interpretation, Correction or Modification are due.</td>
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<tr>
<td>June 11, 2021</td>
<td>District will provide written responses to requests for clarification.</td>
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<tr>
<td>June 16, 2021</td>
<td>Proposals Due by 2:00 p.m.</td>
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<tr>
<td>June 25, 2021</td>
<td>Decision on Claremont Middle School Project and pre-qualified pool (tentative).</td>
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<tr>
<td>Date</td>
<td>Event Description</td>
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<td>---------------</td>
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<tr>
<td>August 11, 2021</td>
<td>Board Meeting – tentative approval of Contract for Claremont Middle School Project.</td>
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<tr>
<td>August 12, 2021</td>
<td>Tentative Notice to Proceed issued to Consultant for Claremont Middle School Project.</td>
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**CLAREMONT MIDDLE SCHOOL MULTI-PURPOSE BUILDING:**

**ESTIMATED CONSTRUCTION BUDGET:** $18.0 Million

**PROJECT DURATION:** Construction commencement in mid-July 2021 and completion by mid-September 2022
REQUEST FOR QUALIFICATIONS & PROPOSALS

The first purpose of this RFQ/P is to solicit fee proposals from consulting firms for the Claremont Middle School Multi-Purpose Building Project.

The second purpose of this RFQ/P is to obtain statements of qualification to create a pre-qualified pool of consultants for Measure Y Bond Program projects at various school sites.

A. PROJECT DESCRIPTIONS

1. CLAREMONT MIDDLE SCHOOL MULTI-PURPOSE BUILDING
   - Construction of a new single story 9,544 s.f. multi-purpose building with a kitchen to replace the 5,273 s.f. Cafeteria which included a kitchen destroyed in the 2015 fire. The new multi-purpose building among other uses will function as the school’s cafeteria. See attached Title Sheet, Site and Floor Plans from 75% Construction Document Set (Sheets A0.00, A0.10, A2.00 and A2.10).
   - Site improvements to include but not limited to underground utilities, paving and landscaping.
   - Project will be registered, designed and constructed to meet the requirements of the CHPS "Designed" Program.
   - Projected DSA approval is projected to be before the end of May 2021.
   - Construction is scheduled to commence in mid-July 2021 and projected to be completed by mid-September 2022 (approximate duration of 14 months).

2. VARIOUS SCHOOL SITES
   - The District plans to construct various projects on District-owned sites located in Oakland, Alameda County, California (to be referred to in this RFQ/P as “the Project”).
   - The District educates approximately 36,000 students at eighty-three (83) school sites located in the City of Oakland; in addition there are 13,300 students in Oakland public charter schools with 33 charter schools in District authorized facilities. Voters within the District have overwhelmingly supported the modernization and reconstruction of the District’s schools. The District is about to commence the capital program as a part of the Measure Y Bond (“Measure Y Program”) passed in November 2020 and has ongoing need for assistance with the planning, pre-design, design and construction phases of work on major renovation/reconstruction of its elementary, secondary and high schools.
   - Attached to this Request for Qualifications/Proposals (“RFQ/P”) is the District’s List of Bond Projects as reflected in the approved bond measure that highlights the scopes and estimated costs of Measure Y Bond Program projects (see Attachment 1).

B. BASIC SERVICES

The Consultant agrees to provide the Services described below:

1. The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications and other services furnished by the
Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other Services.

2. The Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. The Consultant shall track for District's benefit all such suggested and disclosed information.

3. **District Standards.** Design Consultant shall incorporate into its work and the work of all Sub-consultants the OUSD Material Standards for facilities and construction at such time as they are adopted. These shall include but not limited to Supplemental District Standards for Fire Alarm, Intrusion Alarm, Hydraulic Elevator, and Technology Services Data & Communications.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

C. **STATEMENT OF WORK:**

1. **REQUIRED DUTIES OF THE PROJECT INSPECTOR (PER DSA IR A-8):**

   The project inspector must perform specific duties in accordance with California Administrative Code (CAC), Title 24, Part 1 (Sections 4-211, 4-219, 4-333 and 4-342). The project inspector acts under the direction of the design professional in general responsible charge and is subject to supervision by DSA. The project inspector does not have the authority, under Title 24, to direct the contractor in the execution of the work or to stop the work of construction.

   The project inspector's responsibilities include:

   - A thorough understanding of all requirements of the construction documents.
   - Inspection of all portions of the construction for compliance with the requirements of the DSA approved construction documents.
   - Identification, documentation, and reporting of deviations using form DSA 154: Notice of Deviations / Resolution of Deviations in the construction from the requirements of the DSA approved construction documents. (Refer to DSA Procedure PR 13-01: Construction Oversight Process for additional information.)
   - Submittal of interim and final verified reports (forms DSA 152: Project Inspector Card and DSA 6-PI: Project Inspector Verified Report, respectively; DSA 152-IPI: In-Plant Inspector Inspection Card / Verified Report for in-plant inspector) per PR 13-01. At the conclusion of the project any outstanding deviations must be noted on the form DSA 6-PI or, for the in-plant inspector, In-Plant Inspector Inspection Card/Verified Report (form DSA 152-IPI).
Lack of compliance with the duties described above, the next section below, or detailed in PR 13-01 may result in a non-compliance recording on the Project Inspector Performance Review (form DSA 119: Project Inspector Verified Report.) The project inspector is prohibited from performing functions associated with actual construction work such as the following:

- Performing construction work.
- Ordering or purchasing materials.
- Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work.
- Coordinating or scheduling the construction work.
- Performing “quality control” of construction. Quality control is the responsibility of the contractor. Quality assurance is the responsibility of the inspector.

The project inspector may perform duties for the school district or owner that are not code-prescribed as long as such duties do not interfere with inspection duties. It is the inspector’s responsibility to report all ancillary duties to DSA, the design professional in general responsible charge, and the structural engineer. The inspector shall also report unforeseen time demands that are impacting, or will impact, his or her ability to perform code-prescribed duties.

DSA may approve a project inspector when, in the opinion of DSA, these ancillary duties would not create a conflict of interest. DSA may withhold approval of a project inspector or withdraw approval at any time if the appearance of a conflict of interest arises.

2. **SEVEN CATEGORIES OF CODE-PRESCRIBED DUTIES OF THE PROJECT INSPECTOR (PER DSA IR A-8):**

The code-prescribed duties of the project inspector have been organized into the following seven categories.

2.1 **CATEGORY 1 - Inspector’s Job File:** The inspector must maintain the following records at the job site during construction in an organized, readily accessible manner:

- DSA approved (stamped and initialed) plans and specifications (printed copy).
- DSA approved testing and inspection list (form DSA 103: List of Required Structural Tests and Special Inspections). The DSA 103 may be incorporated into drawings or specifications (printed copy).
- DSA approved deferred submittals as required by DSA approved plans (printed copy).
- DSA approved project addenda and revisions (printed copies) with identification marks made on the original DSA approved construction documents indicating changes made by these documents.
- DSA approved construction change documents Category A with a log of all construction changes and identification marks made on the original DSA approved construction documents indicating changes made by these documents.
- Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.
- Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable
design professionals.

- Communication log referencing all significant project construction related communications, such as contractor’s requests for information (RFI), responses to RFIs, DSA communications (field trip notes, etc.), architect’s supplemental instructions, information bulletins, and project related meeting minutes and/or notes.
- Deviation notices using form DSA 154 with a log (summary record) indicating resolution status for each deviation. Notice of resolution of deviations using form DSA 154.
- Records of concrete placing operations.
- Evidence of continuous inspection, such as daily inspection reports.
- Both structural/materials and fire/life safety testing reports as well as special inspection reports.
- Identification of responsible groups/individuals, including the project inspector, for both structural/material and fire/life safety related tests and special inspections.
- Verified reports from all parties required to file verified reports.
- DSA field trip notes (form DSA 135: Field Trip Note or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
- California Building Standards Codes (Title 24) applicable to the project, such as the following: Part 1 CAC; Part 2, Volumes 1 and 2 CBC; Part 3 California Electrical Code (CEC); Part 4 California Mechanical Code (CMC); Part 5 California Plumbing Code (CPC); Part 6 California Energy Code. The code edition must be as referenced on the DSA approved plans and specifications. The project inspector should have access to applicable structural referenced standards as needed for particular project inspection activity.
- Any other documents required to provide a complete record of construction.

The job file records listed above may be maintained in paper (i.e., hard copy) and/or electronic format, unless otherwise specified above. If any records are maintained electronically, full viewing access shall be given to the school district, DSA personnel and others needing access. The Project Inspector Performance Review (form DSA 119) provides guidance for required recordkeeping and duties. It may be used by the DSA field engineer, per Section 3.1 of this IR. At the completion of the project, the project inspector shall transfer the job file, with the exception of building codes and reference standards, to the school district, which shall maintain the job file as part of the permanent school district records. If the project inspector is, for any reason, terminated prior to the completion of the project, they shall ensure transfer of the job file. This occurrence requires the project inspector to personally provide a copy of the entire job file (with the exception of building codes and standards) to the assuming project inspector and to the school district. A copy of the entire job file shall be made available to DSA upon request (refer to PR 13-01 for additional information).

2.2 CATEGORY 2 - Inspector’s Comprehension of the Construction Documents: The project inspector must study and fully comprehend the requirements of the construction documents in order to provide competent inspection of the work. It is necessary for the inspector to possess a thorough understanding of the requirements of the plans and specifications before that portion of the work is performed.

The inspector must:
• Consult the responsible design professional(s) to resolve any uncertainties in
the inspector’s comprehension of or seeming errors in the approved
construction documents prior to construction of that portion of the work.
• Review requirements for each phase of the construction with the contractor
prior to commencing that phase of the work. Good communications will
prevent construction errors from occurring.
• Readily identify noncompliant work as the construction progresses to facilitate
prompt corrective action.
• Verify code compliant implementation of both the structural/materials and
fire/life safety testing as well as the special inspection program.

CAC, Title 24, Part 1, Section 4-343, specifies that the contractor must direct
inquiries regarding document interpretation (including Requests for Information
(RFI)) to the design professional in general responsible charge, through the
inspector. This code provision requires the contractor to involve the inspector in
the interpretation and clarification of the construction documents.

2.3 CATEGORY 3 - Continuous Inspection of the Work: Continuous inspection
means complete and timely inspection of every part of the work, including any
and all work beyond the inspected structural, fire/life safety or accessibility
portions of the work, such as mechanical, electrical, plumbing, etc. Title 24, Part
1 requires prompt inspection of all the work as it progresses. Title 24, Part 1 also
requires that prompt verbal notification be made to the contractor of any
deviation so that the deviation can be immediately corrected. Use DSA 154 to
report structural, fire/life safety or accessibility deviations that do not receive
immediate corrective action. Use DSA 155, Section B on page 2, to report
deviations affecting other work.

Work such as concrete work or masonry work, which can be inspected only as it
is placed, requires the constant presence of the inspector. Certain types of work
which can be completely inspected after the work is installed may be carried out
while the inspector is not present, provided that the inspector promptly identifies
and reports all deviations.

The project inspector must have personal knowledge of the construction obtained
through the project inspector’s own physical inspection of the work in all stages
of its progress. When special inspectors or approved assistant inspectors are used
on a project, the project inspector’s personal knowledge may include that
knowledge obtained from these individuals. The project inspector must keep a log
of time spent on site and report any unforeseen time demands that are impacting
or will impact his or her ability to perform code-prescribed duties.

2.4 CATEGORY 4 - Records of Inspections: The inspector must maintain detailed
records of all inspections. The inspector’s records must provide comprehensive
and timely documentation of the inspected work, promptly identifying all
compliant and noncompliant construction. These records must be readily
accessible and maintained in an organized manner as described in Section 2.1.
The following are the inspection records that must be maintained at the job site:

• A systematic record of all materials and assemblies accepted by the applicable
design professional (when applicable) and delivered to the project site.
• A systematic record of the inspection of all work required by the approved
construction documents, including any modifications to the originally
approved documents, such as approved addenda, revisions, or construction
change documents. Marking properly completed work on a set of construction
documents is a recommended method of verifying that the requirements of the plans and specifications have been met. The inspector must also record the resolution of reported deviations on form DSA 154.

- Construction procedure records per CAC, Title 24, Part 1, Section 4-342, including but not limited to, concrete placement operations and other records specified on the approved construction documents.
- Log of project inspector’s and assistant inspector’s time spent on site. DSA may require verification from the inspector of time spent at the job site during all phases of the work. The project inspector’s maximum cumulative total number of hours permitted on one or more simultaneous projects must not exceed approximately 60 hours per week without justification and notification to districts in which all simultaneous projects occur. Refer to IR A-7: Inspector Certification and Approval for additional information.

2.5 CATEGORY 5 - Communications Required of the Inspector: The inspector must, during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, the school district, and the contractor. The inspector must maintain records of all communications. These records must be readily accessible (as noted in Section 2.1) and maintained in an organized manner. The date and recipients of all communications must be clearly indicated.

The inspector is required to provide the following communications during the course of a construction project:

2.5.1 Notifications to DSA: As required by CAC, Title 24, Part 1, Section 4-342 (b) 5 (see form DSA 151: Project Inspector Notifications and PR 13-01), including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than one month.

Note: For the start of work, the project inspector shall use the date the contractor mobilizes on the project site to begin construction (or demolition, if demolition work is included in the project scope and in the DSA approved construction documents).

Notifications shall be made using form DSA 151 and submitted electronically as prescribed in PR 13-01.

2.5.2 Inspector’s Semi-Monthly Reports: (See CAC, Title 24, Part 1, Section 4-337). The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The semi-monthly report must be completed on the form DSA 155 and submitted in accordance with the procedures described in PR 13-01.

2.5.3 Deviation Notices: (See CAC, Title 24, Part 1, Section 4-342(b) 8.) When the inspector identifies deviations from the DSA approved plans and specifications, the inspector must verbally notify the contractor. If the deviation is not immediately corrected, the inspector is required to promptly issue a written notice of deviation (form DSA 154) to the contractor and submitted electronically as prescribed in PR 13-01. The project inspector shall contact DSA by email at least 48 hours prior to scheduled work covering up uncorrected deviations. The status and resolution of all deviations must be documented on semi-monthly reports (form DSA 155).
2.5.4 **Record of Communications to the Responsible Design Professional(s):** All uncertainties in the inspector’s or contractor’s comprehension of or identification of seeming errors in the documents must be reported in writing (email is acceptable) to the responsible design professional(s).

2.5.5 **Reporting for Projects with Work Stoppage:** This may be required in cases where DSA issues a Stop Work Order, Order to Comply or a request for district/owner to stop work in accordance with *IR A-13: Stop Work and Order to Comply*. DSA may issue specific instructions to the project inspector for additional reporting and/or oversight of construction related to a documented noncompliant condition that is the cause of work stoppage.

2.5.6 **Verified Reports:** (refer to CAC Title 24, Part 1, Section 4-336). The project inspector shall submit verified reports (form DSA 6-PI and, when applicable, DSA 152-IPI) directly to DSA, the responsible design professional(s) and the school district as described in PR 13-01.

The PI must also communicate to applicable parties how they addressed issues noted in communications (e.g., field trip notes, notifications, telephone calls, emails, letters, etc.) from DSA representatives or design professionals.

2.6 **CATEGORY 6 - Inspector’s Monitoring of Both the Structural/Materials and Fire/Life Safety Testing and Special Inspection Program:** The inspector is responsible, under the direction of the design professional in general responsible charge, for monitoring the work of the laboratory of record (LOR) and any special inspectors and other technicians hired directly by the school district to ensure that all structural/materials and fire/life safety testing and special inspections required for the project are satisfactorily completed in accordance with the DSA approved documents. Those special inspections prescribed by Chapter 17A of the 2013 CBC Title 24, Part 2, which are performed by the project inspector, require detailed daily inspection reports by the project inspector.

The project inspector must monitor the following aspects of the structural/material and fire/life safety related testing and special inspection program:

- When DSA approval for special inspectors is required for district-employed special inspectors, the project inspector must identify and report any special inspectors on the job site that are not DSA approved on form DSA 155. The project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR is included on the **List of DSA Accepted Testing Laboratories** on the DSA website and is qualified to perform the project tests and inspections. If there are tests or inspections the LOR is not qualified to perform, the project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR and special inspectors have received sufficient advance notification to perform the required material sampling or special inspection.
- The project inspector is responsible for verifying that all required material sampling, structural and fire/life safety related tests and special inspections have been performed. The project inspector is also responsible to verify special inspector's possession of valid certifications for the work being
inspected. The project inspector is also responsible to monitor any special inspector’s on-site presence, performance of duties, the special inspector’s documentation of complying and noncomplying work, and issuance of deviation notices.

- The project inspector is responsible for reviewing all structural/materials and fire/life safety related test and special inspection reports. The project inspector must report on semimonthly reports (DSA 155) the status and resolution of deviations (form DSA 154) reported by any LOR or special inspector.

Refer to IR 17-4 and IR 17-6 for additional information.

2.7 CATEGORY 7 - Monitoring of Assistant Inspectors: The project inspector must provide technical guidance to assistant inspectors and must verify the assistant inspectors’ comprehension of the construction documents. The project inspector must also monitor the assistant inspectors’ performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.

The project inspector must ensure that any assistant inspector is performing the duties indicated on the assistant inspector’s approved form DSA 5-AI: Assistant Inspector Qualification and Approval. See IR A-12.

The project inspector must provide continuous onsite supervision of all assistant inspectors.

3. DSA OVERSIGHT (PER DSA IR A-8): Each DSA regional office has field engineers who conduct oversight of the project through review of documents and construction site visits. Each site visit typically includes the following:

- Monitoring of the project inspector’s administration and documentation of project activities
- Observation of construction
- Documentation of site visit findings using DSA field trip notes (form DSA 135).

3.1 Project Inspector Performance Review: The DSA field engineer may evaluate the project inspector’s performance of code required duties for and administration of the project using the Project Inspector Performance Review (form DSA 119.) The purpose of the performance review is as follows:

To verify:
- Continuous inspection of all work, including any portion performed by assistant inspectors.
- Comprehension of the DSA approved construction documents.
- Proper oversight of the testing and inspection program.
- Proper communications/notifications to DSA and others as well as response to or appropriate action taken based on prior DSA communications.
- Completeness of the project inspector’s records as described in the job file list in Section 2.1.

To communicate:
- With the project inspector and responsible design professional regarding the
project inspector’s performance.

- Any project documentation or other issues during construction, such as project inspector’s proper noting and communication of deviations and their resolutions, to facilitate timely project certification.

The form DSA 119 is a project record which is maintained in DSA project files as well as posted both in DSA’s electronic submittal system (DSAbbox) and the Project Inspector Performance Review Box. At the completion of a project, form Project Inspector Performance Record (form DSA 180: Project Inspector Performance Record) will be completed and posted to these same locations.

3.2 Observation of Construction by DSA: The DSA field engineer conducts a site walk to make observations as necessary to ascertain that inspections have been completed diligently. During the site visit, the DSA field engineer may provide guidance to the project inspector, as needed, to ensure enforcement of the CAC and approved construction documents.

3.3 DSA Field Trip Notes: At the conclusion of the site visit, the DSA field engineer issues a field trip note (form DSA 135) as described in PR 13-01. The field trip note indicates any findings by the field engineer that require action by the project inspector and/or the design professional(s) to ensure project compliance with Field Act requirements. The field trip note may include informational comments, including construction status and guidance given to the project inspector. The field trip note becomes a part of the DSA project records.

D. LIMITATIONS

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning the selection will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P. RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

E. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or
entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens’ Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

F. STATEMENT OF QUALIFICATIONS

1. General Information / Instructions - Statement of Qualifications

1.1. The District is inviting Statements of Qualifications for the “Project” which shall require coordination, administration, consulting and advice, and related services.

1.2. The District seeks to identify teams with a record of excellence in efficient planning and project delivery.

1.3. The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. The 15 page limit (as if printed single sided) shall cover Sections 2.1 thru 2.4 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Statement of Qualifications

2.1. Letter of Interest - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm’s experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

“[RESPONDENT’S NAME] received a copy of the District’s Agreement attached as EXHIBIT A to the RFQ/P. [RESPONDENT’S NAME] has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT’S NAME] has no objections to the use of the Agreement.”

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2.2. Table of Contents - A table of contents of the material contained in the Statement of Qualifications should follow the Letter of Interest.

2.3. Executive Summary - The Executive Summary should contain an outline of firm’s approach, along with a brief summary of firm’s qualifications. Firms interested in being considered for the Claremont Middle School and/or inclusion in the District’s as-needed pool of consultants shall clearly indicate that interest and for the Claremont Middle School provide a detailed fee proposal.
2.4. **Firm Information** - Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:

2.4.1. Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted. (15 points)

2.4.2. Describe firm’s philosophy and how it will work with District administration officials, community partners and district facilities staff. (10 points)

2.4.3. Discuss the firm’s/team’s ability to meet schedules for comparable projects, firm’s schedule management procedures, and how the firm has successfully handled potential agency approval delays. (10 points)

2.4.4. Identify school district and relevant building type projects performed by firm in the past three (3) years. Limit response to no more than the twenty (20) most recent projects. Please include the following information for each project (25 points for 2.4.4.1 thru 2.4.4.5):

   2.4.4.1. Name of project and client,
   2.4.4.2. Scope of projects, description of services provided,
   2.4.4.3. Contact person, telephone number and email address,
   2.4.4.4. Firm person in charge of each project,
   2.4.4.5. Construction dollar value of each project,
   2.4.4.6. All litigation arising from the project, if any. State the issues in the litigation, the status of litigation, names of parties, and outcome. (5 points)

2.5 **Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. These may include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding firm’s qualifications, capacity and/or expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page SOQ limit. (5 points)

2.6 **Professional Fees**
Firms interested in being considered for the Claremont Middle School Project shall clearly indicate that interest and provide a lump sum fee proposal with a detailed breakdown by project phases. Maximum charge of 2 hours shall be applied to site visits not requiring full 2 hours to perform inspections. (15 points)

Provide a detailed schedule of the Consultant’s and Sub-consultant’s hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). The District reserves the right to negotiate different rates upon execution of agreements for specific projects.

3. **Local, Small Local and Small Local Resident Business Enterprise Program**
The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.
Submit a detailed description of the team’s L/SL/SLRBE composition clearly indicating
the name of the firms and percentages of participation on the following form ("Local Business Participation Worksheet"). (15 points)
# LOCAL BUSINESS PARTICIPATION WORKSHEET

**Prime Consultant:**

RFQ/P: DSA Certified Project Inspector

**Date:**

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Projected Percent of Total Fee Per Team Member</th>
<th>LBE %</th>
<th>SLBB %</th>
<th>SLBR %</th>
<th>City of Oakland or other approved agency. Certification Number and Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Company:</td>
<td>Address:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Phone:</td>
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**TOTAL PARTICIPATION**

---

Approval – LBU Compliance Officer
G. District’s Evaluation / Selection Process – Statement of Qualifications

1. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent’s qualifications, demonstrated competence in like construction, and the Firm’s ability to integrate its personnel with the District’s staff and consultants.

2. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District’s Project(s). Any comments or objections to the form of Agreement attached hereto as EXHIBIT A to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers.

3. District Investigations - The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms.

H. Final Determination And Award

The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

END OF RFQ/P
### BOND PROJECTS

*Reflected in Approved Bond Measure*

**PLEASE NOTE:** The cost estimates associated with each project are NOT a legal commitment to fund those projects at those levels and the cost estimates at NOT included in the now-approved Bond Measure. Moreover, the cost estimates are just estimates, primarily based on information in the Facilities Master Plan; the actual cost of each project is almost certainly going to be different. The inclusion of the cost estimates in this document (and in the original version that was presented to the School Board as Attachment B) was to ensure that the projects identified in the Bond would likely be able to be funded by the $735 million generated by the now-approved Bond Measure.

<table>
<thead>
<tr>
<th>Site</th>
<th>Proposed Project Scope</th>
<th>Est. Cost (in millions)</th>
<th>Location in Bond Proj. List</th>
</tr>
</thead>
</table>
| Coliseum College Prep Academy (1390 66th Avenue) | › Site expansion  
› Additional classrooms | $35.5 | Site-Specific Projects |
| Claremont Middle School (5750 College Avenue) | › New kitchen  
› New cafeteria | $18.0 | Site-Specific Projects |
| Elmhurst United Middle School (1800 98th Avenue) | › Site modernization | $10.0 | Site-Specific Projects |
| Garfield Elementary School (1640 22nd Avenue) | › Site renovation or replacement (partial or total) | $56.7 | Site-Specific Projects |
| Hillcrest Elementary School (30 Marguerite Drive) | › New kitchen | $1.7 | Site-Specific Projects |
| Laurel Child Development Center (3825 California Street) | › Site renovation or replacement (partial or total) | $11.5 | Site-Specific Projects |
| Marcus Foster Educational Leadership Center (1025 2nd Avenue) | › Site plan  
› Site replacement  
› Facilities for alternative education and career technical education programing  
› Community service facilities  
› Central administration facilities, including but not limited to student and family facing services | $15.0 | Site-Specific Projects |
| McClymonds High School (2607 Myrtle Street) | › Site renovation or replacement (partial or total)  
› Site expansion to accommodate additional grade levels | $65.0 | Site-Specific Projects |
| Melrose Leadership Academy/Maxwell Park Elementary School (5328 Brann Street and 4730 Flemming Avenue) | › Site renovation (partial or total)  
› Site expansion/school consolidation at 4730 Fleming Avenue | $49.5 | Site-Specific Projects |
<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Piedmont Elementary School (4314 Piedmont Avenue)</strong></td>
<td>New kitchen</td>
<td>$2.0</td>
</tr>
<tr>
<td><strong>Roosevelt Middle School (1926 East 19th Street)</strong></td>
<td>Site renovation or replacement (partial or total)</td>
<td>$70.6</td>
</tr>
</tbody>
</table>
| **Skyline High School (12250 Skyline Blvd)** | ADA compliance  
Remove, replace, or acquire portables  
Seismic" | $10.0 | Site-Specific Projects |
| **Administration and Governance Center** | Administration building(s) | $50.0 | District-Wide Projects |
| **Projects to Increase Access/Improve Quality** | Support school expansions/consolidations | $10.0 | District-Wide Projects |
| **Districtwide Initiatives** | Possible facilities improvements at all sites, COVID-related facilities improvements, distance learning devices and infrastructure | $200.2 | District-Wide Projects |
| **Bond Program Management** | Project managers, construction managers, accountants to oversee projects from conception to completion, etc. | $56.0 | Miscellaneous |
| **Contingency** | 10% contingency for unexpected costs | $73.5 | Throughout |

**TOTAL** | **$735.0** |
EXHIBIT A

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services (‘Agreement’) is made and entered effective _____________, 20__ by and between the Oakland Unified School District (“District”) and ______________ (‘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 _______ project at ____________ School (“the Project”), which requires ongoing inspection.

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

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

The Parties therefore agree as follows:

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

2. Term of Agreement and Payment. The Project is expected to be complete as of __________, 20__, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in Exhibit A for Basic and Additional Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Basic and Additional Services.

3. DSA Approval. Inspector acknowledges that District is required to obtain the approval of DSA prior to using Inspector’s services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.
4. **Duties and Conduct of the Inspector.** The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project ("Contractor") are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project ("the Contract Documents"). The Inspector shall keep the Contractor informed during the work of the results of Inspector’s inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties.

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

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

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

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

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

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

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

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

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

   j. Maintain an effective working relationship with the Contractor, District personnel and Architect.
k. Be tactful, firm and fair in Inspector’s insistence that Contractor adhere to the Contract 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**

<table>
<thead>
<tr>
<th>Personal Injury:</th>
<th>Property Damage:</th>
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<tbody>
<tr>
<td>$___________ Each Occurrence</td>
<td>$___________ Each Occurrence</td>
</tr>
<tr>
<td>$___________ Aggregate</td>
<td>$___________ Aggregate</td>
</tr>
</tbody>
</table>
Comprehensive Automobile Liability

Bodily Injury: Property Damage:
$_________ Each Person $___________ Each Occurrence
$_________ Each Occurrence

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least ($_________) with a deductible in an amount not to exceed the sum of _______ Dollars ($______).

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: ___________________________ ________________
   ______________________________________
   ______________________________________

   District: Oakland Unified School District
   Attn: _______________________________
   ________________________________ California ____

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

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

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

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

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

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

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

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

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

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

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

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

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

26. The following forms, attached to the proposal, are incorporated into the contract:
   • Fingerprinting Notice and Acknowledgement.
   • Iran Contracting Act Certification.
   • Workers’ Compensation Certification.
   • Drug-Free Workplace Certification.
   • Buy American Certification.
   • Local Business Participation Form.

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

INSPECTOR:

By: ___________________________

OAKLAND UNIFIED SCHOOL DISTRICT:

By: ___________________________

Approved As To Form:

_______________________________________________________

OUSD Facilities Legal Counsel                      Date
EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated $______ per hour. \[If inspector has multiple hourly rates, use this sentence instead: \] For the Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated according to its hourly rate schedule (see attached). \]

For Basic Services, Inspector’s total compensation shall not exceed ______________ DOLLARS AND NO/100 ($_________), which is Inspector’s estimate of the maximum total cost of its Basic Services on the Project, based on its ______________, 20__ , fee estimate. If delays in completion of the Project occur that are not caused by wrongful conduct by Inspector, including but not limited to Inspector’s breaches of contract or deficient performance of Basic or Additional Services, then Inspector shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

For Additional Services, Inspector’s total contingency compensation shall not exceed ______________ DOLLARS AND NO/100 ($_______).

The total price under this Agreement for Basic and Additional Services shall not exceed ______________ DOLLARS AND NO/100 ($_______). \[insert total of previous two paragraphs\]

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.
1. REFER TO CIVIL DRAWINGS FOR DETAILED CONCRETE AND ASPHALT PAVEMENT REQUIREMENTS; SLURRY SEAL AT (E) ASPHALT TO REMAIN INCLUDES CLEANING ALL CRACKS AND SEALING WITH ASPHALTIC EMULSION PRIOR TO THE FINE AGGREGATE SEAL;

2. REFER TO CIVIL PLANS FOR ALL SITE DEMOLITION NOTES AND FOR UNDERGROUND PIPING.

3. REFER TO CIVIL DRAWINGS FOR STORMWATER MANAGEMENT.

4. REFER TO CIVIL DRAWINGS FOR DETAILED CONCRETE AND ASPHALT PAVEMENT REQUIREMENTS; SLURRY SEAL AT (E) ASPHALT TO REMAIN INCLUDES CLEANING ALL CRACKS AND SEALING WITH ASPHALTIC EMULSION PRIOR TO THE FINE AGGREGATE SEAL;

5. REFER TO CIVIL PLANS FOR ALL SITE DEMOLITION NOTES AND FOR UNDERGROUND PIPING.

6. THE SITE SCOPE OF WORK WILL INCLUDE:

   A. LANDSCAPE SCOPE;
   B. SITE DRAINAGE INCLUDING STORMWATER MANAGEMENT;
   C. UNDERGROUND UTILITIES TO 5’ FROM EXTERIOR WALL;

   GENERAL SITE NOTES