Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street Oakland CA 94601

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

DSA Certified Project Inspectors  
for Various Measure Y Bond Program School Sites  

August 11, 2021 (Issued)

Responses must be received September 1, 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 various Measure Y Bond Program school projects ("Project"). Upcoming projects requiring Project Inspectors include those currently in the design phases at Castlemont High School and Claremont Middle School.

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 Time) on September 1, 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.

District Modification: Based on the availability analysis conducted for this specific RFQ/P, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement
of 50% is still applicable for this RFQ/P and can be met with a 50% LBE participation.

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.
### 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.

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 6, 2021</td>
<td>RFQ/P Issued.</td>
</tr>
<tr>
<td>TBD</td>
<td>Deadline for requesting Invite for Virtual Pre-Submittal Conference</td>
</tr>
<tr>
<td>TBD</td>
<td>Virtual Pre-Submittal Conference (10 a.m.)</td>
</tr>
<tr>
<td>August 20, 2021</td>
<td>Written requests for Interpretation, Correction or Modification are due.</td>
</tr>
<tr>
<td>August 26, 2021</td>
<td>District will provide written responses to requests for clarification.</td>
</tr>
<tr>
<td><strong>September 1, 2021</strong></td>
<td>Proposals Due by 2:00 p.m.</td>
</tr>
<tr>
<td>September 15, 2021 (tentative)</td>
<td>Notification of inclusion in pre-qualified “pool”</td>
</tr>
</tbody>
</table>

**CLAREMONT MIDDLE SCHOOL MULTI-PURPOSE BUILDING:**

**PROJECT BUDGET:** $18.0 Million  
**PROJECT DURATION:** Mobilize Summer 2022 with Substantial Completion by Fall 2023

**CASTEMONT HIGH SCHOOL SPORTS FIELD AND BLEACHERS PROJECT:**

**CURRENT APPROVED PROJECT BUDGET:** $6 Million  
**PROJECT DURATION:** Substantial Completion in Fourth Quarter of 2022
REQUEST FOR QUALIFICATIONS & PROPOSALS

The primary 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. Firms submitting for inclusion in the pre-qualified pool shall submit a comprehensive Statement of Qualifications ("SOQ"). For future projects, OUSD may then elect to solicit fee proposals from this pre-qualified pool through its informal procurement process.

The second purpose of this RFQ/P is to provide an update on upcoming projects which the District will subsequently solicit fee proposals from consulting firms.

A. PROJECT DESCRIPTIONS

1. 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 35,500 students at eighty-one (81) school sites located in the City of Oakland; in addition there are 16,500 students in Oakland public charter schools with 43 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).

2. CLAREMONT MIDDLE SCHOOL MULTI-PURPOSE BUILDING

- Construction of a new single story 9,544 s.f. multi-purpose building with a kitchen. The multi-purpose building among other uses will function as the school’s cafeteria. Assembly space will be striped and equipped for basketball.

- Project scope also includes campus wide replacement of the intrusion alarm system and replacement of partitions with full-height permanent walls at Building "A" classrooms 4/5, 6/7 and 9/10.

3. CASTEMONT HIGH SCHOOL SPORTS FIELD AND BLEACHERS PROJECT:

- The Project includes the replacement of an outdoor athletic field, track and specialty athletic sport areas, and bleachers. The new bleachers will seat 1500 people. The two existing restroom facilities will be upgraded and new single occupancy accessible restroom facilities will be added adjacent to the existing restroom structures at the north and south plazas.

- Accessible parking and path of travel improvements to the new work will be included in the Project.
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. The Consultant shall incorporate into its work and the work of all Sub-consultants the District standards for facilities and construction at such time as they are adopted.

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
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 IRA-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.

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 2.2.4.5):

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

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). Also note the time period that the fee schedule would apply.
For fee proposals, the District will only accept a maximum charge of 2 hours to be applied to site visits not requiring a full 2 hours to perform required inspections.

The District reserves the right to negotiate different rates submitted with the SOQs upon execution of agreements for specific projects. (15 points)

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)
<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: Address:</td>
<td>Phone:</td>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company: Address:</td>
<td>Phone:</td>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company: Address:</td>
<td>Phone:</td>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company: Address:</td>
<td>Phone:</td>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company: Address:</td>
<td>Phone:</td>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company: Address:</td>
<td>Phone:</td>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company: Address:</td>
<td>Phone:</td>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company: Address:</td>
<td>Phone:</td>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PARTICIPATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
**ATTACHMENT 1**

**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 Flemming Avenue | $49.5 | Site-Specific Projects |
<table>
<thead>
<tr>
<th>School/Location</th>
<th>Project Details</th>
<th>Cost</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piedmont Elementary School (4314 Piedmont Avenue)</td>
<td>New kitchen</td>
<td>$2.0</td>
<td>Site-Specific Projects</td>
</tr>
<tr>
<td>Roosevelt Middle School (1926 East 19th Street)</td>
<td>Site renovation or replacement (partial or total)</td>
<td>$70.6</td>
<td>Site-Specific Projects</td>
</tr>
<tr>
<td>Skyline High School (12250 Skyline Blvd)</td>
<td>ADA compliance, Bathrooms, Remove, replace, or acquire portables, Seismic&quot;</td>
<td>$10.0</td>
<td>Site-Specific Projects</td>
</tr>
<tr>
<td>Administration and Governance Center</td>
<td>Administration building(s)</td>
<td>$50.0</td>
<td>District-Wide Projects</td>
</tr>
<tr>
<td>Projects to Increase Access/Improve Quality</td>
<td>Support school expansions/consolidations</td>
<td>$10.0</td>
<td>District-Wide Projects</td>
</tr>
<tr>
<td>Districtwide Initiatives</td>
<td>Possible facilities improvements at all sites, COVID-related facilities improvements, distance learning devices and infrastructure</td>
<td>$200.2</td>
<td>District-Wide Projects</td>
</tr>
<tr>
<td>Bond Program Management</td>
<td>Project managers, construction managers, accountants to oversee projects from conception to completion, etc.</td>
<td>$56.0</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Contingency</td>
<td>10% contingency for unexpected costs</td>
<td>$73.5</td>
<td>Throughout</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$735.0</strong></td>
<td></td>
</tr>
</tbody>
</table>
This GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into effective June 17, 2021 (the “Effective Date”), by and between the Oakland Unified School District ("District") and ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Contractor may only provide other services ("Additional Services") after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on June 17, 2021, and shall terminate upon completion of the Services, but no later than October 31, 2021 ("Term"), except as otherwise stated in Paragraph 4 below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in Exhibit B for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed ______________________ Dollars ($____), which consists of a lump sum of ______________________ Dollars ($____) for performance of the Basic Services, and a not-to-exceed contingency of ______________________ Dollars ($______) for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on
hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor’s expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s or the Contractor Parties’ use of the site, Contractor’s or the Contractor Parties’ performance of the Services, Contractor’s or the Contractor Parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor’s liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor’s insurance policies shall be attached.
9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District’s business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District’s employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

   A. **X** Contractor and Contractor Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

   B. [ ] The following Contractor and Contractor Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

   [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB

General Services –. –Project - $
certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **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.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with 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.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys’ Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and other reasonable costs and
expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor 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.”

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:
   - Roof project certification (if required; see Public Contract Code §3006).
   - Fingerprinting Notice and Acknowledgement.
   - **Iran Contracting Act Certification.**
   - Workers’ Compensation Certification.
   - Drug-Free Workplace Certification.
   - **Buy American Certification.**
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.

32. **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.

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Shanthi Gonzales, President, 
Board of Education

Kyla Johnson-Trammell, Superintendent 
Secretary, Board of Education

Tadashi Nakadegawa, Deputy Chief, 
Facilities Planning & Management

Address for District Notices: 
Oakland Unified School District 
955 High Street 
Oakland, CA 94601

**CONTRACTOR:**

By: 
Title: ___________ Date: ______

Address for Contractor Notices:

Approved As To Form:

OUSD Facilities Legal Counsel Date
Exhibit A
Scope of Services
Exhibit B

Hourly Rates