

**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

**Cal Fire Implementation Project
Martin Luther King Jr. Elementary School
960 10th Street, Oakland, CA 94607
Project # 24104**

Issued March 19, 2025

Responses must be received April 3, 2025, 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 modernization of McClymonds High School ("Project").

Interested firms are invited to submit a Statement of Qualifications ("SOQ") and a detailed Fee Proposal (collectively "RFQ/P Packet") as described below of the requested materials with a cover letter addressed to:

Oakland Unified School District
Kenya Chatman, Executive Director of Facilities
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

Oral, telegraphic, facsimile, or telephone RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted. 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.

The District will only accept a hard copy proposal along with a PDF version on a flash drive. Proposals received by the District no later than 2:00 PM (Pacific Time) on April 3, 2025 will be submitted (attention to Juanita Hunter)

If you have any questions regarding this RFQ/P and/or submitting proposal electronically, please email Kenya Chatman 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 Cal Fire Implementation Project is funded by the California Department of Education (CDE) through its Expanded Learning Opportunity Program (ELOP). Therefore, OUSD's LBU Policy requirements will not be applied to the consultant services requested in this RFQ/P.

FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

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.

DATE	ACTIVITY
March 19, 2025	RFQ/P Issued.
March 25, 2025	Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (Pacific Time)
March 28, 2025	District will provide written responses to requests for clarification.
April 3, 2025	Proposals Due by 2:00 p.m. (Pacific Time)
May 14, 2025	Board Meeting – tentative approval of Contract
May 15, 2025	Tentative Notice to Proceed issued to Consultant

REQUEST FOR QUALIFICATIONS & PROPOSALS

The purpose of this RFQ/P is to solicit fee proposals from DSA Certified Project Inspectors for the Cal Fire Implementation Project at Martin Luther King Jr. Elementary School ("Project").

A. TENTATIVE PROJECT SCHEDULES AND ESTIMATED COSTS:

Estimated Project Schedule:

Construction Starts (NTP Issue Date): May 15 or May 29, 2025 (BOE Approval TBD)
Construction Completion: June 30, 2025

Regulatory Agency Reviews and Approvals:

1. DSA Application #01-122077
2. PTN# 61259-4746
3. Estimated Cost: \$1,500,000.00
4. DSA Submittal Status: Intake Complete as of December 5, 2024

5. DSA Required Review Services: Access Compliance and Fire & Life Safety
6. DSA Approved Date: Approved but awaiting stamped set (TBD)

B. PROJECT DESCRIPTION

This project involves creating new planting and seating areas to encourage interaction between students and staff, while reducing the amount of hardscaping on the school grounds. It includes the demolition of existing hardscape and site elements, site grading, and the construction of new hardscape and landscaping. Additionally, the project includes upgrades to utilities, improvements to accessible parking spaces and accessible pathways.

Reference Documents:

Reference Documents including DSA submittal documents can be found at the following link:

<https://drive.google.com/drive/folders/1YJ7fzjaFgjo2rYyz4ZU6ya2lw9d5Dqbo>

Access will be granted upon request.

C. 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 reports 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 reports and other services.
2. The Consultant will use all due care and diligence to confirm that its reports and all other information provided by or on behalf of the District 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 and construction. The Consultant shall track for District's benefit all such suggested and disclosed information.
3. **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").

D. STATEMENT OF WORK:

The scope of inspection duties on DSA regulated projects prescribed by the California Administrative Code (CAC) are to ensure construction work complies with DSA approved Construction Documents.

The Design Professional in General Responsible Charge included the following statement in the Construction Documents:

1. The POT identified in these construction documents is compliant with the current applicable California Building Code accessibility provisions for path of travel requirements for alterations, additions and structural repairs. As part of the design of this project, the POT was examined and any elements, components or portions of the POT that were determined to be noncompliant 1) have been identified and 2) the corrective work necessary to bring them into compliance has been included within the scope of this project's work through details, drawings and specifications incorporated into these construction documents. Any noncompliant elements, components or portions of the POT that will not be corrected by this project based on valuation threshold limitations or a finding of unreasonable hardship are so indicated in these construction documents.
2. During construction, if POT items within the scope of the project represented as code compliant are found to be nonconforming beyond reasonable construction tolerances, they shall be brought into compliance with the CBC as a part of this project by means of a construction change document.
3. Specific attention shall also be provided by the Project Inspector to nonconforming conditions that may occur and alert the District immediately in writing.

1. REQUIRED DUTIES OF THE PROJECT INSPECTOR (Per DSA IR A-8 (revised 12/24/24 under 2022 CAC)):

The PI must perform specific duties in accordance with CAC Sections 4-211, 4-219, 4-333 and 4-342. The PI acts under the direction of the design professional in general responsible charge and is subject to supervision by DSA. The PI does not have the authority to direct the contractor in the execution of the work or to stop the work of construction.

1.1 The PI's responsibilities include:

1.1.1 Maintain a thorough understanding of all requirements of the construction documents.

1.1.2 Inspection of all portions of the construction for compliance with the requirements of the DSA-approved construction documents.

1.1.3 Identification, documentation and reporting of construction deviations (using form *DSA 154: Notice of Deviations/Resolutions of Deviations*) from the requirements of the DSA-approved construction documents. (Refer to DSA Procedure (PR) 13-01: *Construction Oversight Process* for additional information.)

1.1.2 Submittal of interim and final verified reports (forms *DSA 152: Project Inspection 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, form *DSA 152-IPI*.

Lack of compliance with the duties described above, Section 2 below, or detailed in PR 13-01 may result in a non-compliance recording on the form

DSA 119: Project Inspector Performance Review.

- 1.2** The PI is prohibited from performing functions associated with actual construction work such as the following:
- 1.2.1** Performing construction work.
 - 1.2.2** Directing, coordinating, or scheduling the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work.
 - 1.2.3** Performing “quality control” of construction. Quality control is the responsibility of the contractor. Quality assurance is the responsibility of the inspector.
 - 1.2.4** Ordering or purchasing materials.

The PI 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 PI’s responsibility to report all ancillary duties to DSA, the design professional in general responsible charge, and the structural engineer. The PI shall also report unforeseen time demands that are impacting, or will impact, their ability to perform code-prescribed duties.

DSA may approve a PI when, in the opinion of DSA, these ancillary duties would not create a conflict of interest. DSA may withhold approval of a PI 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

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

2.1 Category 1 – Inspector’s Job File

The PI must maintain the following records at the jobsite during construction in an organized, readily accessible manner:

- 2.1.1** DSA-approved (stamped and initialed) plans and specifications (printed copy unless an electronic format is allowed by the District Structural Engineer (DSE)). **Note:** The DSE determines whether an electronic format is acceptable in lieu of a printed copy based on the PI’s demonstrated proficiency in accessing, viewing, navigating, and marking documents (e.g., to show evidence of daily inspections, etc.), while in various applicable construction environments occurring at the project site (e.g., outside while performing inspections, etc.). The PI must also demonstrate compliance with viewing access and transfer requirements specified for electronic file formats at the end of Section 2.1 in this IR,
- 2.1.2** DSA-approved testing and inspection list (form *DSA 103: List of Required Structural Tests and Special Inspections*). The form DSA 103 may be incorporated into drawings or specifications.
- 2.1.3** DSA-approved deferred submittals as required by DSA-approved plans (printed copy unless an electronic format is allowed by the DSE in accordance with Section 2.1.1 of this IR).
- 2.1.4** DSA-approved project addenda and revisions (printed copies unless an electronic format is allowed by the DSE in accordance with Section 2.1.1 of this IR) with identification marks made on the original DSA-approved construction documents indicating changes made by these documents.

- 2.1.5** DSA-approved Category A construction change documents (CCD) with a log of all construction changes, with identification marks made on the original DSA-approved construction documents indicating changes made by these documents.
- 2.1.6** Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.
- 2.1.7** Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
- 2.1.8** Communication log documenting 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.
- 2.1.9** Deviation notices and resolution of deviations (form DSA 154) with a log (summary record) indicating resolution status for each deviation.
- 2.1.10** Records of concrete placing operations.
- 2.1.11** Evidence of continuous inspection, such as daily inspection reports.
- 2.1.12** Structural/materials and fire and life safety testing reports (i.e., completed copies of the National Fire Protection Association [NFPA] 13, 14, 24 and 72 Record of Completion and Testing and Inspection forms as applicable), as well as other pertinent non-structural test reports provided by other testing entities, e.g., water sanitation, backflow preventer testing, gas and potable water line pressure tests, heating, ventilation, and air conditioning (HVAC) air balancing, energy-related/CalGreen certification tests, etc.
- 2.1.13** Special inspection reports, whether performed by the PI (see Section 2.6 below) or SI, as well as other pertinent non-structural inspection reports provided by other inspection entities including but not limited to: elevator inspections, city or county health department inspections, etc.
- 2.1.14** Identification of responsible groups/individuals, including the PI, for both structural/material and fire and life safety-related tests and special inspections.
- 2.1.15** Completed semi-monthly reports (form *DSA 155: Project Inspector Semi-Monthly Report*).
- 2.1.16** Verified reports from all parties required to file verified reports.
- 2.1.17** Form *DSA 135: Field Trip Note* (or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
- 2.1.18** California Building Standards Codes (Title 24) applicable to the project, such as the following: Part 1 CAC; Part 2 California Building Code (CBC), Volumes 1 and 2; 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 PI should have access to applicable structural referenced standards as needed for particular project inspection activity. Required codes and standards can be in printed or electronic format. In the latter case, the PI

must demonstrate proficiency in accessing, viewing and navigating these electronic documents at the project site.

2.1.19 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 form DSA 119 provides guidance for required recordkeeping and duties. It may be used by the DSA field engineer, per Section 3.2 below. At the completion of the project, the PI 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 PI is terminated prior to the completion of the project, for any reason, they shall ensure transfer of the job file. This occurrence requires the PI to personally provide a copy of the entire job file (with the exception of building codes and reference standards) to the assuming PI 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 PI must study and fully comprehend the requirements of the construction documents in order to provide personal 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:

- 2.2.1** 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.
- 2.2.2** 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.
- 2.2.3** Readily identify noncompliant work as the construction progresses to facilitate prompt corrective action.
- 2.2.4** Verify code-compliant implementation of both the structural/materials and fire and life safety testing as well as the special inspection program.

CAC Section 4-343 specifies that the contractor must direct inquiries regarding document interpretation (including RFIs) 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 and life safety and accessibility portions of the work, such as mechanical, electrical, plumbing, etc. CAC requires prompt inspection of all the work as it progresses. CAC also requires that prompt verbal notification be made to the contractor of any deviation so that the deviation can be immediately corrected.

Deviations relating to structural, fire and life safety or accessibility that do not receive immediate corrective action must be reported using the form DSA 154. Deviations associated with other work (mechanical, electrical, plumbing, etc.) must be reported by the PI using a documentation method of their choosing (custom form, email, etc.). All deviations must be documented in the specified location on page 2 of form DSA 155.

Work associated with concrete and masonry, which is most effectively inspected only as it is placed, requires the constant presence of the inspector.

(Note: When masonry special inspection is identified on form DSA 103, only DSA-certified masonry special inspectors may inspect masonry work. Any other special inspections identified on form DSA 103 shall be performed by appropriately qualified SIs as determined by DSA per CBC Sections 1703A.1, 1704A.2.1 and CAC Section 4-335(f). Refer to Section 2.6.1 below for those code-prescribed special inspections that may be performed and reported by the PI.)

Certain types of work which can be adequately inspected after the work is completed may be carried out while the inspector is not present, provided that the inspector promptly identifies and reports all deviations.

The PI must have personal knowledge of the construction obtained through the PI's own physical inspection of the work in all stages of its progress. When SIs or approved AIs are used on a project, the PI's personal knowledge may include that knowledge obtained from these individuals. The PI must keep a log of time spent on site and report to the school district, design professional in general responsible charge and DSA any unforeseen time demands that are impacting, or will impact, their ability to perform code-prescribed duties.

2.4 Category 4 – Records of Inspections

The PI must maintain detailed records of all inspections. These records must provide comprehensive and timely documentation of the inspected work, promptly identifying all compliant and noncompliant construction. These records must also be readily accessible and maintained in an organized manner as described in Section 2.1 above. The following are the inspection records that must be maintained at the jobsite:

- 2.4.1** A systematic record of all materials and assemblies accepted by the applicable design professional and delivered to the project site.
- 2.4.2** 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 CCDs. (For special inspections performed and reported by the PI, refer to Section 2.6.1 below.) 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.
- 2.4.3** Construction procedure records per CAC Section 4-342, including but not limited to, concrete placement operations and other records specified on the DSA-approved construction documents.
- 2.4.4** Log of PI's and AI's time spent on site. DSA may require verification from the PI of time spent at the jobsite during all phases of the work. The PI's maximum cumulative total number of hours permitted on one or more simultaneous projects, exempt or not from DSA's jurisdiction, must not exceed approximately 60 hours per week unless justification and notification is provided to DSA and districts in which all simultaneous projects occur, and subsequent approval by DSA. Refer to IR A-7 for additional information.

2.5 Category 5 – Communications Required of the Inspector

The PI 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 PI must maintain records of all significant communications. These records must be readily accessible (per Section 2.1 above) and maintained in an organized manner. The date and recipients of all communications must be clearly indicated.

The PI shall communicate with the DSA field engineer, design professionals and school district about any substitute inspector performing inspections due to the PI's absence for vacation, medical leave, etc. prior to such substitution occurrence. Such substitute inspectors shall meet all of the following:

1. Prior to both performing inspections and the substitution period:
 - a. Be DSA-certified with the appropriate classification for the nature of work they will inspect.
 - b. Be approved to inspect the work by DSA. Formal approval using the form *DSA 5-PI: Project Inspector Qualification and Approval*, may be waived depending on the duration of the substitution period at the discretion of the DSA field engineer and their DSA supervisor.
2. During the substitution period:
 - a. Perform all inspector duties during the original PI's absence.
 - b. Be subject to the same rules, regulations, requirements, duties, disciplinary procedures and supervision as the original PI. The substitute PI's verified report covering their inspections may be waived depending on the duration of the substitution period at the discretion of the DSA field engineer and their DSA supervisor.

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

2.5.1 Notifications to DSA

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

Note: For the start of work, the PI 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 Section 4-337.) The PI must prepare and submit detailed semi-monthly reports (on the 1st and 16th of every month) summarizing progress of construction for the previous two-week period. 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 Section 4-342(b)6.) When the PI identifies deviations from the DSA-approved plans and specifications, they must verbally notify the contractor. If the deviation is not immediately corrected, the PI is required to promptly issue a written notice of deviation (form DSA 154) to the contractor and submit electronically as prescribed in PR 13-01. The PI shall contact DSA field staff 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 PI'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 PI 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

(See CAC Section 4-336.) The PI shall submit verified reports (forms DSA 152, 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 the Testing and Special Inspection Program

The PI is responsible for monitoring the work of the LOR and any SIs and other technicians hired directly by the school district, to ensure that all structural/materials testing and special inspections, and other pertinent non-structural tests or inspections required for the project are satisfactorily completed in accordance with the DSA-approved documents. The PI must be involved in coordination with the LOR and SIs hired directly by the school district to properly complete the testing and special inspection program.

The PI must monitor the following aspects of the project-related testing and inspections concurrently with construction:

1. When DSA approval for SIs is required for district-employed SIs, the PI must verify their approval, and identify and report any SIs on the jobsite that are not DSA-approved (i.e., lacking approved form *DSA 5-SI: Special Inspector Qualification and Approval*), on form DSA 155. The PI must contact the design professional in general responsible charge and the school district to resolve this as soon as possible. Immediately notify DSA if construction work commences or continues without appropriate special inspections.
2. The PI must verify that the LOR is district-approved (refer to form *DSA 102-IC: Construction Start Notice/Inspection Card Request*) and included on the *List of DSA Accepted Testing Laboratories* on DSA's website to

perform the project-required tests and special inspections. If there are tests or special inspections the LOR is not qualified to perform, the PI must contact the design professional in general responsible charge and the school district to resolve this as soon as possible. Immediately notify DSA if testing or special inspections by the non-qualified LOR or their personnel commence or continue.

- 3.** The PI must verify that the LOR, SIs and other inspection entities have received sufficient advance notification to perform the required material sampling, testing, or inspection.
 - 4.** The PI shall communicate expectations and basis of the work to be performed by the LOR and other inspection entities for the project.
 - 5.** The PI shall monitor all testing and inspection activities and is responsible for verifying that all required structural, fire and life safety, and other non-structural material sampling, testing and inspections are performed.
 - a.** The PI's monitoring of performance of duties by other inspectors must include:
 - i.** Verifying inspectors possess or have ready access to the DSA-approved construction documents pertinent to the work to be inspected.
 - ii.** Verifying inspectors possess valid certifications for applicable disciplines.
 - iii.** Periodically verifying inspections by others based on regulatory requirements.
 - b.** The PI's monitoring of the testing program must include:
 - i.** Verifying test technicians and/or qualified representatives have the required equipment to perform all required tests (structural and non-structural).
 - ii.** Verifying required testing equipment is calibrated as required.
 - c.** The PI shall consistently perform detailed reviews of all conforming and non-conforming daily inspection and test reports prepared by others for compliance with IR 17-12, as applicable. Reports prepared on site must be reviewed by the conclusion of the workday following the workday inspections/tests were performed. When inspections/tests are performed off-site by others, the PI must perform these same meticulous reviews the same day they receive these reports. The PI must communicate any deficiencies identified in the reports (i.e., required but missing information, conflicts, deviations, etc.) with the respective inspector/test technician immediately upon noticing, and ensure correction and/or clarification is provided promptly.
- 2.6.1** The PI is responsible for reviewing all structural/materials and fire and life safety-related test and inspection reports concurrently with construction. The PI must report on semi-monthly reports (using form DSA 155) the status and resolution of deviations (using form DSA 154) reported by any LOR, SI or test technician.

Some special inspections prescribed by CBC Chapter 17A may be performed by the PI. Those special inspections required by form DSA 103 which are performed by the PI, require detailed daily inspection reports be prepared by the PI per IR 17-12. In the event a non-conforming condition is identified, the PI must use form DSA 154 in accordance with PR 13-01 and,

when applicable, attach a copy of the detailed daily special inspection report indicating non-complying work.

Those code-prescribed special inspections which may be performed by the PI or AI include the following:

1. Soils and Foundations:

For projects not having nor requiring a soils/geotechnical report:

- a. Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.
- b. Foundation excavations are extended to proper depth and have reached proper material.
- c. Materials below footings must not contain loose material, mud, organic silt, organic clays, or peat.

2. Structural wood framing:

- a. High-load diaphragms per CBC Section 1705A.5.1.
- b. Field installed bracing of metal-plate-connected wood trusses per CBC Section 1705A.5.2.
- c. Structural wood per CBC Section 1705A.12.1 for wind resistance, and Section 1705A.13.2 for seismic resistance.

3. Concrete pre-placement and placement per CBC Sections 1705A.3.5 and 1705A.3.6 for cast-in-place concrete pad or strip footings, stem walls, or non-structural slab-on-grade (e.g., the slab does not transfer lateral loads, miscellaneous site concrete, etc.). Items inspected or verified shall include all applicable compliance items in relevant sections in ACI 318, CBC Section 1705A.3, and Table 1705A.3 not assigned to the batch plant SIs or the LOR in the form DSA 103.

4. Cold-formed steel light-frame construction per CBC Section 1705A.12.2 for wind resistance, and Section 1705A.13.3 for seismic resistance, none of which involves welding of cold-formed steel,

- a. **Exception:** Welding of cold-formed steel requires an SI unless DSA provides prior written approval for the PI to perform those special inspections.

5. Architectural components for seismic resistance per CBC Section 1705A.13.5.

- a. **Exceptions:** The following require an SI unless DSA provides prior written approval for the PI to perform those special inspections:
 - i. Masonry veneer. (**Note:** The PI must have a DSA Masonry Special Inspector Certification to perform this special inspection.)
 - ii. Proprietary systems or products, including anchorage systems, having recognized code evaluation reports (see *IR A-5: Acceptance of Products, Materials and Evaluation Reports*) specifying special inspection. (**Note:** Prior written approval by DSA for the PI to perform special inspections is not required for anchorage of non-structural components identified as exempt in the Appendix of form DSA 103.)

6. Access floors per CBC Section 1705A.13.5.1.
7. Plumbing, mechanical and electrical component installation and anchorage for seismic resistance per CBC Section 1705A.13.6.
 - a. **Exception:** The following requires an SI unless DSA provides prior written approval for the PI to perform those special inspections:
 - i. Proprietary systems or products, including anchorage systems, having recognized code evaluation reports (see IR A-5) specifying special inspection. (**Note:** Prior written approval by DSA for the PI to perform special inspections is not required for anchorage of non-structural components identified as exempt in the Appendix of form DSA 103.)
8. Exterior insulation and finish systems per CBC Section 1705A.17.
9. Fire-resistant penetrations and joints per CBC Section 1705A.18.

All special inspections performed by the PI shall be conducted continuously per CAC Section 4- 342(b)1. If the PI is unable to provide both special inspections and fulfill other required duties due to time constraints, an AI or appropriately certified SI, as determined by DSA per CBC Sections 1703A.1 and 1704A.2.1, and CAC Section 4-335(f), shall be required. Sampling and testing of materials shall not be performed by the PI, except for small scopes of work in which DSA written approval occurs prior to conducting such per CAC Section 4-335(c).

2.7 Category 7 – Supervision of Assistant Inspectors

The PI must provide technical guidance to AIs and must verify AI comprehension of the construction documents. The PI must also monitor the AI's performance, verifying that the AI is properly inspecting the construction, recording inspections, and performing other assigned duties.

The PI must ensure that their AI is performing the duties indicated on the AI's approved form

DSA 5-AI: Assistant Inspector Qualification and Approval. (See IR A-7.)

The PI must provide continuous onsite supervision of all AIs. The PI shall not assign the AI to inspect work at a project site when the PI will not be present unless special written DSA approval is obtained in advance.

Only DSA-certified Class 1 or 2 PIs are permitted to utilize AIs.

AIs are also responsible for ensuring that all code-prescribed inspection and administrative duties they are assigned to perform comply with the requirements established for PIs in this IR.

Both the PI and AI must keep a log of time spent on-site.

When an AI is utilized on a project, the PI and AI must both be identified on the form DSA 155.

3. DSA OVERSIGHT

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:

- 3.1.1 Monitoring of the PI's administration and documentation of project activities.

3.1.2 Observation of construction.

3.1.3 Documentation of site visit findings using DSA field trip notes (form DSA 135).

3.2 Project Inspector Performance Review

The DSA field engineer may evaluate PI and AI performance of code required duties for, and administration of, the project using the form DSA 119. The purpose of the performance review is as follows:

To verify:

3.2.1 Continuous inspection of all work, including any portion performed by AIs.

3.2.2 Comprehension of the DSA-approved construction documents.

3.2.3 Proper monitoring of the entire testing and inspection program (structural and non- structural).

3.2.4 Proper PI supervision of AIs.

3.2.5 Proper communications/notifications to DSA and others as well as response to, or appropriate action taken, based on prior DSA communications.

3.2.6 Completeness of PI records as described in the job file list in Section 2.1 above. To communicate:

3.2.7 With the PI and responsible design professional regarding the PI's performance.

3.2.8 Any project documentation or other issues during construction, such as PI'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 (DSAbox) and the Project Inspector Performance Review Box.

3.3 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 PI, as needed, to ensure enforcement of the DSA-approved construction documents and CAC.

3.4 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 PI 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 provided to the PI. The field trip note becomes a part of DSA's project records.

F. 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.

G. 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.

H. STATEMENT OF QUALIFICATIONS AND FEE PROPOSAL

1. General Information / Instructions - Statement of Qualifications

- 1.1.** The District is inviting Statements of Qualifications and Fee Proposals 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. The firms must have extensive experience related to educational facilities, and DSA policies and procedures.
- 1.1.** 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. Additional information about the firm and/or personnel may be placed in an Appendix which would not count against the 15-page limit.

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, email address(es) 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 Firm Information

Narrative - Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.2.3.1 Name of project and client,

2.2.3.2 Scope of projects, description of services provided,

2.2.3.3 Contact person, telephone number and email address,

2.2.3.4 Firm person in charge of each project,

2.2.3.5 Construction dollar value of each project.

2.3 Litigation. All litigation arising from the project, if any, in the past five (5) years. State the issues in the litigation, the status of litigation, names of parties, and outcome.

2.4 Professional Fees

Firms shall provide a detailed fee proposal.

- 2.4.1** Include a line item for a 10% contingency to the proposed fee. The proposed fee with the 10% contingency will be considered the not-to-exceed fee for the Project. The contingency will be to cover potential additional services and shall be subject to District approval.

Breakdown of Fee Proposal shall be submitted as follows:

1. Proposed Fee to include required duties per DSA IR A-8, attending project meetings, and performing inspections listed in the DSA 103-22.
2. Contingency of 10% of Proposed Fee
3. Not-to-Exceed Fee (Proposed Fee plus 10% Contingency)

Fee Schedule shall also be in accordance with the latest Master Agreement between Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO ("Union"), and Council of Engineers and Laboratory Employers (CELE).

- 2.4.2** 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 and shall include the period covering the project duration.

- 2.4.3** The District reserves the right to negotiate different rates submitted with the RFQ/P prior to the execution of the agreement.

- 2.5 Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. Indicate 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 15-page SOQ limit.

- 3. Insurance** (Mandatory Requirements). Attach a letter from your insurance company or a certificate of liability insurance ("ACORD") indicating your firm's ability to provide insurance as required in the attached agreement, including but not limited to the following:

- 3.1** A.M. Best financial strength rating (FSR) of A- or better.
- 3.2 Commercial General Liability Insurance:** Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
- 3.3 Automobile Liability Insurance:** Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Two Million Dollars (\$2,000,000) in the aggregate.
- 3.4 Workers' Compensation and Employer's Liability Insurance:** The selected Architect shall insure (or be a qualified self-insured) under the

applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected Architect shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

- 3.5 Errors and Omissions Insurance:** errors and omissions insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).
- 3.6** All insurance will be in a form and with insurance companies acceptable to the District.
- 3.7** Policy Endorsement that names Oakland Unified School District as an Additional Insured
- 3.8** Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

I. 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.

J. FINAL DETERMINATION AND AWARD

- 1.** 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.

2. 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.
3. 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

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 the _____ 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 shall perform all Basic Services required by this Agreement, even if no more compensation is possible due total compensation having reached the not-to-exceed amount. If delays in completion of the Project occur that are not caused by wrongful conduct by Inspector, including but not limited to Inspector’s breaches of contract or deficient performance of Basic or Additional Services, then Inspector shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

s. Receive samples which are required to be furnished at the job site; record date received 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 hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Inspector's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

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

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

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

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

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

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

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

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

The Inspector's comprehensive general and automobile liability insurance shall be written for not

less than the following limits of liability:

Comprehensive General Liability

Personal Injury:
\$2,000,000 Each Occurrence
\$4,000,000 Aggregate

Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Comprehensive Automobile Liability

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

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

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

10. Termination of Agreement.

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

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

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

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

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

Inspector: _____

District: Oakland Unified School District
Attn: _____
_____, California 9____

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

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

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

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

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

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

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

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

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

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

23. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other

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

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

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

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

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

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

INSPECTOR:

By: _____

OAKLAND UNIFIED SCHOOL DISTRICT:

By: _____

Approved As To Form:

OUSD Facilities Legal Counsel

Date

EXHIBIT A – ATTACHMENT A

Payments

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.

For Basic Services, Inspector's total compensation shall not exceed \$_____, which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its _____, 20____, fee estimate. Inspector acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

For Additional Services, Inspector's total contingency compensation shall not exceed \$_____.

The total price under this Agreement for Basic and Additional Services shall not exceed \$_____. Inspector will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.

EXHIBIT B

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

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

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

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

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

Dated: _____

Name: _____

Signature: _____

Title: _____

EXHIBIT B - ATTACHMENT A

Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

EXHIBIT B - ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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

Entity Name: _____
Date of Entity’s Contract with District: _____
Scope of Entity’s Contract with District: _____

I, _____ [insert name] , am the _____ [insert “owner” or officer title] for _____ [insert name of business entity] (“Entity”), which entered a contract on _____, 20__, with the District for _____.

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

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

Date: _____, 20__

Signature: _____
Typed Name: _____
Title: _____
Entity: _____