



REQUEST FOR QUALIFICATIONS

RFQ No. 2122-Bonds02

FOR

DSA Inspection Services

Deadline: 2:00 p.m., Thursday, June 2, 2022

(NOTE: The time in the Purchasing Department will be used as the official time.)

Alum Rock Union Elementary School District

2930 Gay Avenue

San Jose, CA 95127

<http://www.arusd.com>

For Information Contact:

Kolvira Chheng

Assistant Superintendent, Business Services

2930 Gay Avenue

San Jose, CA 95127

408-928-6847

Kolvira.chheng@arusd.org



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1. BACKGROUND AND OVERVIEW

1.1. Purpose of RFQ. The Alum Rock Union School District (“District”) is a public school district located in the City of San Jose, Santa Clara County, California. By issuing this Request for Qualifications (“RFQ”), the District seeks Statements of Qualification (“SOQ”) from experienced entities interested in providing the testing and inspection services (“Respondents”) for the construction of shade structures projects at various campuses as needed (“Project”).

This RFQ is a part of the process for the District’s future selection and retention of a project inspector that is certified by the California Division of the State Architect (“Project Inspector”) to complete construction materials tests and inspections for the Project (“Services”). Timely submitted RFQ Responses will be evaluated by the District in accordance with the criteria established in this RFQ. One or more Respondents may be requested to interview with the District as part of the process.

At this time, the District requests only qualifications from Respondents. Based upon information presented in the RFQ Responses, the District’s selection committee will create a pool of qualified firms that may be selected for future consideration to provide the services for the Project. Selected firms may be requested to respond to a future request for proposals for the Project, at which time they will develop a detailed scope of services, proposed fee, and schedule.

1.2. Pool of Qualified Applications and Recertification. The District will maintain a pool of qualified firms. Requests for recertification may be sent every two (2) years. Firms that do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District. Additional firms may be added to the pool, at the District’s sole discretion, as the District determines the need for additional services.

1.3. District RFQ Contacts. Questions, requests to obtain a copy of this RFQ, or other communications relating to this RFQ shall be directed in writing to the District at:

Mr. Kolvira Chheng
Assistant Superintendent, Business Services
2930 Gay Avenue, San Jose, CA 95127
Kolvira.chheng@arUSD.org

With a copy to:
Deborah Slivkoff, Program Manager
dslivkoff@cumming-group.com



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1.4. RFQ Schedule. District reserves the right to extend schedule dates by written addenda.

EVENT	DATE
RFQ Issued	Friday, May 6, 2022
Deadline for Clarifications	Monday, May 16, 2022, 4:00 p.m.
Responses to Questions/Clarifications	Wednesday, May 18, 2022, 4:00 p.m.
Deadline to Submit RFQ Response	Thursday, June 2, 2022, 2:00 p.m.
Interviews, if any	Week of June 06, 2022

1.5. District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the submission deadline, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

1.6. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent, or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.

1.7. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District Contact Representatives designated in this RFQ. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than the Deadline for Clarifications specified in the RFQ Schedule; the District will not respond to clarification requests submitted thereafter.

1.8. Restrictions on Lobbying and Contacts. From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or



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engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Board of Trustees, Committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions procedures as described in this RFQ. Any such contact shall be grounds for the disqualification of the firm responding to this RFQ.

- 1.9. Limitations. This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. The District reserves the right to add additional prequalified respondents for consideration after distribution of this RFQ if it is found to be in the best interest of the District. The award of the contract pursuant to this RFQ, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ 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 responses to this RFQ.

- 1.10. Public Records. Except for materials containing Trade Secrets (as defined in California Civil Code §3426.1) and specifically marked "Proprietary" at the time of submittal, and that are specifically requested to be returned, SOQs and all materials submitted in response to this RFQ are deemed property of the District and public records subject to disclosure, pursuant to the California Public Records Act. 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. The District may reject for non-responsiveness the RFQ Response that indiscriminately or vaguely notes materials are "Trade Secret" or "Confidential" or "Proprietary" and exempt from disclosure as a public record.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ Responses 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 responses.

By submitting a response to this RFQ, Respondent agrees the District shall not be liable to Respondent for the disclosure of RFQ Responses, or portions thereof, deemed to be disclosable public records pursuant to the California Public Records Act, or by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake, or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is



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made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify, and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 1.11. **Full Opportunity.** The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit responses to this RFQ. No respondent shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability, in any consideration leading to the award of contract.

2. SCOPE OF REQUIRED SERVICES

Although the full scope of work shall be negotiated in an Independent Consultant Agreement for Project Inspector Services, if awarded, the awarded firm will be expected to be capable of fulfilling, at a minimum the following:

- 2.1 The inspection services shall consist of all on-site inspection services of the Project and all inspection-related activities.
- 2.2 If directed by the District or the Architect, the Project Inspector shall either perform special inspections or oversee special inspections by specially approved inspectors.
- 2.3 The Project Inspector shall perform continuous inspection of the Project during all stages of construction.
- 2.4 The Project Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the current version of the related DSA forms, including without limitation, DSA IR A-7, DSA IR A-8, DSA PR 13-01, DSA PR 13-02 and DSA 152 Manual.



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- 2.5 A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for the Project. Form 103 indicates the type(s) of inspection(s) and/or testing that will be performed as part of the scope of the services provided.
- 2.6 The Project Inspector shall identify all non-compliant Work as work on the Project progresses in order to facilitate timely corrective action and shall not authorize deviations from the Contract Documents for any Project.

Any entity retained as a result of this RFQ and/or subsequent Request for Proposals shall be required to work cooperatively with the District in conjunction with all other technical consultants, the architect, and any program and/or construction manager, if any, retained by the District for the Project, as well as other entities retained by the District to facilitate the timely completion of the Project.

Depending upon the final scope of work, Respondent may be required to assist the District in working with various outside governmental agencies, including but not limited to, the following as applicable: the Division of the State Architect, the Office of Public School Construction, the State Allocation Board, City or County Planning Commissions and Departments, the Department of Toxic Substance Control ("DTSC"), the regional air quality control district, the state and regional water quality control boards, and the California Department of Education. Respondent shall discuss its experience with each of these agencies.

3. CONTRACTUAL REQUIREMENTS

- 3.1. **Agreement.** Attached as Attachment A to this RFQ is District's form of Independent Consultant Agreement for Project Inspector Services ("Agreement"). Selected firm(s) must be able to execute the District's standard agreement.
- 3.2. **Respondents' Review of Agreement.** Each Respondent shall thoroughly review the Agreement. Firms responding to this RFQ must acknowledge that they have reviewed these provisions of the Agreement and must agree to the indemnity and insurance provisions contained in the Agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the Agreement.
- 3.3. **Requests for Modification.** If a Respondent requests modifications to any portion of the Agreement, the Respondent must set forth, in its RFQ Response, the specific modification requested. No modification to the Agreement requested by a Respondent is binding on or enforceable against the District unless the District has accepted the



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requested modification and such modification is incorporated into any agreement as awarded by the District's Board of Trustees.

3.4. Conflict of Interest. 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, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

3.5. Assignment. Any contract resulting from this RFQ and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

4. RFQ Response

4.1 Submission of RFQ Response. RFQ Responses which are not actually received at the location, by the submission deadline, nor in the packaging or number of copies indicated herein will be rejected by the District as non-responsive. Respondents are solely responsible for the timely and correct submission of RFQ Responses.

4.1.1. Submission Deadline. **The latest date/time for submission of RFQ Responses is 2:00 PM, Thursday, June 02, 2022.**

4.1.2. Location for Submission of RFQ Response. RFQ Responses shall be submitted to the office of the District's Purchasing Department at:

ALUM ROCK UNION SCHOOL DISTRICT
2930 Gay Avenue
San Jose, CA 95127
Attn: Mr. Kolvira Chheng

The District utilizes a central mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the District's central mailroom will be distributed to the addressee(s) only as part of the mailroom's regular routine delivery service. **A response to this RFQ which is received in the District's central mailroom is not receipt by the above-stated District Office until delivery of such item is effectuated to the above-state District Office by the District's mailroom services.** Accordingly, Respondents are encouraged to personally deliver RFQ Responses directly to the above-stated District Office or to retain a private courier



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service to personally deliver RFQ Responses to the above-stated District Office.

- 4.1.3. RFQ Response Package. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond format and contents described in the RFQ Response Format and Organization Section below.
- 4.1.4. Copies of RFQ Response. Each Respondent shall submit an original and five (5) copies of its RFQ Response.
- 4.2. RFQ Response Format and Organization. Each RFQ Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFQ Response in a format and with contents conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.
 - 4.2.1. Cover Sheet. Identify the submittal as RFQ No. 2122-Bonds02 Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.
 - 4.2.2. Letter of Interest. Include a brief letter, signed by an authorized officer of the firm, expressing the interest of the Respondent in providing Services for the Project and a brief statement of the Respondent's relevant qualifications. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
 - 4.2.2.1. Provide contact information, including the address, telephone number, fax number and email address for the personnel of the Respondent who is the designated point of contact for this RFQ.
 - 4.2.2.2. Clearly identify the individual(s) who are authorized to speak on behalf of the firm during the evaluation process. The letter of interest should be bound with other materials responding to this RFQ.
 - 4.2.2.3. 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



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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.

4.2.3. Business Information. Respondent must provide the following information for itself and for any and all other firms which it will joint venture or associate on this Project:

4.2.3.1. Company name, address, telephone, fax, website.

4.2.3.2. Federal Tax I.D. Number

4.2.3.3. License or Registration Number

4.2.3.4. Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of the entity). If a joint venture, describe the division of responsibilities between participating companies, offices (locations) that would be the primary participants, and percentage of each firm.

4.2.3.5. A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.

4.2.3.6. Any State of California certification for your firm indicating Small Business of Disabled Veteran Business Enterprise status.

4.2.3.7. How sub-consultants, if any, are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant. Provide similar Business Information for proposed sub-consultants.

4.2.4. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.

4.2.5. Tab 1: Statement of Qualifications. Complete the Statement of Qualifications ("SOQ") attached as Attachment B to this RFQ for the Respondent.

4.2.6. Tab 2: Project Approach, Qualifications, Relevant Project Experience

4.2.6.1. Provide additional details of the projects identified in the SOQ which



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reflect the skills, experience and other qualifications of the Respondent to successfully complete necessary services for the Project.

- 4.2.6.2. Provide a statement demonstrating your firm’s ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule.
- 4.2.6.3. Describe your firm’s experience with DSA and working within the DSA process as well as your firm’s approach to DSA permitting and DSA final certification.
- 4.2.6.4. Provide a statement of your work plan including your firm’s present workload and number of current projects, and where possible, projected workload for the coming two (2) years, which should include available staff.

4.2.7. Tab 3: Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Policy of Insurance	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim, Two Million Dollars (\$2,000,000) aggregate

4.2.8. Tab 4: Personnel and Resumes. The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the applicable services as described herein.

- 4.2.8.1. Identify and provide resumes, including responsibilities, titles, licenses, certifications, and clearly identify experience in school projects, for key



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personnel and/or team members, including sub-consultants, and the roles to which they will be assigned. List dates of employment by your firm whether employed as an employee, independent contractor, sub-consultant, or otherwise, and office addresses for each of the identified personnel. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers.

4.2.8.2. If any work is to be provided by sub-consultants include a statement as to how this shall be organized, including identified roles and qualifications of sub-consultants, if any. Note: firm(s) selected for inclusion in the District's pool of applicable consultants will be required to demonstrate long term relationships with any sub-consultants.

4.2.8.3. The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

4.2.9. Tab 5: Letter of Agreement

4.2.9.1. Respondents must include one of the following statements, signed by the firm's authorized representative:

"[INSERT FIRM'S NAME] received a copy of the District's standardized form of Independent Consultant Agreement for Project Inspector Services ("Agreement") attached as Attachment A to the RFQ. [INSERT FIRM'S NAME] has reviewed the terms contained in the Agreement, including the indemnification and insurance provisions. If given the opportunity to contract with District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement and accepts all terms and conditions of the Agreement, without conditions, qualifications or reservations."

OR

"[INSERT FIRM'S NAME] received a copy of the District's standardized form of Independent Consultant Agreement for Project Inspector Services ("Agreement") attached as Attachment A to the RFQ. [INSERT FIRM'S NAME] has reviewed the terms contained in the Agreement, including the indemnification and insurance provisions. If given the



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opportunity to contract with District, [INSERT FIRM'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS].”

4.2.9.2. Where Respondent requests modification consisting of amendments to existing provisions or additional provisions, the Respondent must set forth: (i) the section number of the existing provision and (ii) the complete text of the requested amendment or addition. Any Respondent that does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the Agreement.

4.2.10. Tab 6: Price Proposal. Although this RFQ is not a request for a specific proposal, the District requires each Respondent to provide a price proposal for services offered by Respondent on the form of Price Proposal attached to this RFQ as **Attachment C**.

4.2.11. Tab 7: Acknowledgment of Addenda

4.2.11.1. If the District issued Addenda to the RFQ, Tab 7 must include the following statement: “The Respondent submitting this RFQ Response acknowledges receipt of Addenda Nos. _____. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ Response.

4.2.11.2. If the District did not issue Addenda to the RFQ, Tab 7 must include the following statement: “No Addenda issued.”

4.2.12. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to the required contents listed above. If a Respondent elects to submit materials with its RFQ Response which are in addition to the information requested in this RFQ, the Respondent shall bind all such additional materials separate from the required RFQ Response.



5. SELECTION CRITERIA

5.1. General. Each timely submitted RFQ Response will be independently reviewed by each member of the selection committee. A RFQ Response which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness. District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District's selection committee will choose qualified firms to be interviewed and then potentially selected to be a part of the District's pool. At the District's discretion, the selected firms may be requested to respond to a request for proposal, at which time they will develop a detailed scope of services and fee schedule.

District Policy. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District. Accordingly, selection of firms is not based solely on pricing of services.

5.2. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated. The District reserves the right to exercise discretion in the weight and priority of the evaluation criteria.

5.2.1. Relevant Experience and Ability. The Respondent will be evaluated based on experience in successfully completing services for recent projects subject to DSA jurisdiction which are similar in size, scope, use and complexity as the District's Project and with similar test and inspection requirements.

5.2.2. Credentials. Including without limitation, appropriate licenses and certifications and the professional and technical expertise of the specific personnel proposed as Respondent's Project team.

5.2.3. Responsiveness to RFQ and Project Requirements. The District will evaluate responsiveness to the requirements of this RFQ as outlined in the RFQ.

5.2.4. Reputation of the Respondent. The District will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a public-school construction project, including the relationships with management, administrative, technical and end-user staff of prior school districts, relationships with other project consultants and participants on prior projects.



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- 5.2.5. Availability. The District will evaluate the availability of the Respondent and its professional and technical staff to be dedicated to completing Project tests/inspections in accordance with the Project schedule. Including without limitation, current commitments, and ability of firm to handle several simultaneous projects, availability of staffing and availability of resources.
- 5.2.6. Proposed Pricing. The District will evaluate the pricing proposed.
- 5.3. Interviews. At the sole discretion of the District, one or more of the Respondents may be invited to participate in an interview with the selection committee. Interviews, if conducted by the selection committee, will generally consist of no more than a ten (10) minute presentation followed by questions posed by District. If requested by the selection committee, any Respondent invited to participate in the interview process shall have present at the interview: (i) its management/supervisory personnel proposed to be responsible for Respondent's performance under an agreement, if awarded; and (ii) Respondent's Engineering Manager for Project tests/inspections.
- 5.4. District Investigations. The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.
- 5.5. Selection Committee Recommendation. Based upon evaluation of RFQ Responses in accordance with the selection criteria described above, the District will make a recommendation to the District's Board of Trustees for selection.
- 5.6. Rejection of RFQ Responses; Waiver of Irregularities. The District reserves the right to reject all RFQ Responses or to waive any immaterial irregularities or informalities in any RFQ Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.



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ATTACHMENT A

**INDEPENDENT CONSULTANT AGREEMENT FOR
PROJECT INSPECTOR SERVICES**

****PROVIDED UNDER SEPARATE ATTACHMENT****



ATTACHMENT B

STATEMENT OF QUALIFICATIONS FORM

1. Respondent Information.

1.1. Respondent Name: _____

1.2. Address:

Physical Office Location:

Street Address : _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address : _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent's principal contacts:

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

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E-Mail: _____

Name: _____

Title: _____

Phone: (____) _____

Fax: (____) _____

E-Mail: _____

1.6. Length of time Respondent has been in business providing project inspection Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

2. Insurance.

2.1. Commercial General Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.2. Automobile Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

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Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.3. Professional Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.4. Workers' Compensation Insurance.

Insurer: _____

Current Policy No.: _____

Workers' Compensation Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

3. References. Complete the following to identify: (i) owner references that are California public K-12 School Districts and/or California Community College Districts; and (ii) architect references.

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Architect references must be architects that have served as the architect of record for K-12 school or community college projects subject to DSA jurisdiction. A minimum of three (3) references are required per category.

Public School Districts			
District Name	Address	Telephone No.	Contact

Architects			
Firm Name	Address	Telephone No.	Contact



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4. **Prior Project Inspection Experience.** Duplicate the following to provide details of *all California K-12 School District or California Community College District projects* for which your organization provided construction materials test/inspection services, subject to DSA jurisdiction, *within the past five (5) years*. Complete the following for each Project subject to the foregoing. Attach completed copies of the following to the completed and executed Qualifications Statement submitted concurrently with the Respondent’s RFQ Response.

Project Identification (by name or other identification for project) and location	
Project Description (including building structural system, type of building occupancy, square footage, etc.)	
Beginning and end dates of project, including DSA close-out and/or certification status and date of project’s Notice of Completion and DSA final certification.	
Scope/Description of construction materials test/inspection provided	
Respondent’s Engineering Manager for Project and key personnel	
Project Owner (include contact person and contact information for contact person)	
Architect of Record for Project (include contact person and contact information for contact person)	
Construction Manager, if applicable (include contact person and contact information for contact person)	

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5. **DSA Certification.** Respondent is currently approved/certified by DSA as a test/inspector for the following (check all that are applicable).

TEST QUALIFICATIONS

- Soils
- Aggregates
- Reinforcing Steel
- Post Installed
- Anchors
- Concrete ___ Shotcrete
- Masonry
- Structural Steel
- High Strength Bolts
- Non-Destructive (NDT)
- Other

INSPECTION QUALIFICATIONS

- Earthwork
- Concrete
- Pre-Stressed Concrete
- Post-Installed Anchor
- Shotcrete
- Masonry
- High Strength Bolting
- Fireproofing
- Glu-Lam Timber
- Other

6. **Questionnaire.** A Respondent will not be deemed qualified if the answer to any of Questions 7.1 through 7.6 in this section results in a “not qualified” response. A “not qualified” response to any of Question 7.1 through 7.6 will result in the District’s rejection of the RFQ Response for failure of the Respondent to meet minimum qualifications requirements. The District reserves the right to request the Respondent to furnish additional information or details relating to any of Respondent’s responses to the following Questions. The District may, in the District’s sole discretion, independently investigate the Respondent’s responses to any of the following Questions. If any of the responses to Questions 7.5 through 7.29 is a “yes”, the Respondent must set forth details in a separate attachment to this Qualifications Statement.

- 6.1. Respondent is currently a DSA listed Accepted Testing Laboratory

Yes No (not qualified)



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- 6.2. The Respondent maintains a commercial general liability insurance policy with a coverage amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 Yes No (not qualified)
- 6.3. The Respondent maintains an automobile liability insurance policy with a combined single coverage amount of at least \$1,000,000.
 Yes No (not qualified)
- 6.4. The Respondent maintains a professional liability insurance policy with a coverage amount of at least \$1,000,000 per claim and \$2,000,000 in the aggregate.
 Yes No (not qualified)
- 6.5. The Respondent maintains current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.
 Yes No (not qualified)
 Respondent is exempt from this requirement because it has no employees.
- 6.6. The Engineering Manager proposed by Respondent for the Project has completed either an in-person training session conducted by DSA or watched the entirety of a DSA webinar regarding DSA PR13-01.
 Yes No (not qualified)
- 6.7. Has your organization ever refused to sign a contract for project test/inspection services awarded to it?
 Yes No
- 6.8. Has your organization ever failed to complete a contract for project test/inspection services?
 Yes No
- 6.9. Has your organization ever been declared by a court in default under a contract for project test/inspection services?
 Yes No
- 6.10. Has your organization ever been denied an award of a contract based upon a finding by a public agency that your organization was not a responsible bidder?
 Yes No



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6.11. Has your organization been a party to a contract for project test/inspection services which was terminated by the project owner for the convenience of the project owner?

Yes No

6.12. Has your organization been a party to a contract for project test/inspection services which was terminated by the project owner for your organization's default or breach of obligations thereunder?

Yes No

6.13. Has a lawsuit ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.14. Has a lawsuit ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.15. Has a lawsuit ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.16. Have arbitration proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No



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- 6.17. Have arbitration proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.
 Yes No
- 6.18. Have arbitration proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.
 Yes No
- 6.19. Have mediation proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.
 Yes No
- 6.20. Have mediation proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.
 Yes No
- 6.21. Have mediation proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.
 Yes No
- 6.22. Within the past ten (10) years, has your organization or any principal/equity owner of your organization been subject to any legal judgments or arbitration awards, whether or not such legal judgments or arbitration awards arise out of project test/inspection services? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.
 Yes No
- 6.23. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.
 Yes No



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6.24. Has any insurer, for any policy of insurance, refused to issue or to renew an insurance policy for your organization?

Yes No

If yes, on how many occasions? _____

6.25. Have any claims been made against a policy of professional liability (errors and omissions) insurance obtained by your organization in connection with project test/inspection services?

Yes No

6.26. Has an architect of record for a DSA Project requested that any employee of your organization be removed from providing test/inspection services for a project?

Yes No

6.27. Has any project owner requested that any of the personnel proposed by your organization for assignment to the Project be removed from a project?

Yes No

6.28. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided project test/inspection services and your organization did not file timely file a Verified Report for the Project with DSA?

Yes No

6.29. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided project test/inspection services which was not closed-out by DSA?

Yes No



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7. Accuracy and Authority.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness, and accuracy of responses to this Qualifications Statement.

The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent’s RFQ Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

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3. Duplicate, Repeated Tests/Inspections. If any construction materials subject to any test/inspection noted in Paragraph 2 above and the Respondent is requested to duplicate or repeat such tests/inspections for the same or similar construction materials, Respondent's charges for such duplicate or repeated test/inspection:

The same charge as the initial test/inspection price proposed in Paragraph 2.

Will vary from the initial test/inspection price proposed in Paragraph 2 as follows: _____ .

4. Test/inspection Location. Pricing proposed in Paragraphs 1 and 2 for tests/inspections is inclusive of travel, transportation, and related costs for the Respondent's personnel to test/inspection locations within a one hundred (100) mile radius of the District's Administrative Offices.

Yes

No. If "No", the Respondent must attach a description how travel or transportation charges are billed for test/inspection conducted within a one hundred (100) mile radius of the District's Administrative Offices.

5. Off-Site Tests/Inspections. If any test/inspection is conducted beyond a one hundred (100) mile radius of the District's Administrative Offices ("Off-Site Location"), the Respondent proposes the following charges:

5.1. Automobile Travel; Costs Per Mile. If Project Inspector personnel travel to an Off-Site Location, the charge per mile traveled by automobile is ____ cents (____¢) per mile, with mileage charges for round-trip travel.

5.2. Airfare. If Project Inspector personnel travel to an Off-Site Location by air, the charge is the actual costs of economy class airfare without mark-ups.

5.3. Rental Car. If Project Inspector personnel travel by air to an Off-Site Location, and a rental car is reasonably necessary to complete test/inspection at an Off-Site Location, the charge is the actual costs for an economy class rental car without mark-ups.

5.4. Per Diem Expenses. If Project Inspector personnel travel to an Off-Site Location and an overnight stay or more is required to complete test/inspection at the Off-Site Location, the per diem charge (excluding mileage or airfare charges) for lodging, meals and incidental expenses is:

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Lodging _____ Dollars (\$ _____) per day.
Meals _____ Dollars (\$ _____) per day.
Incidental Expenses _____ Dollars (\$ _____) per day.

6. **Acknowledgment and Confirmation.** The Respondent acknowledges its receipt and review of the Request for Qualifications and Independent Consultant Agreement for Project Inspector Services so that it has a full and complete understanding of the test/inspection required for the Project. The Respondent certifies that it is an inspector certified by the California Division of the State Architect and that Respondent and its personnel are duly certified, licensed, approved and otherwise qualified to complete the test/inspection required for the Project under the Independent Consultant Agreement for Project Inspector Services, if an agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Price Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Price Proposal.

By: _____

(Signature of Respondent’s Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____

**INDEPENDENT CONSULTANT AGREEMENT FOR
PROJECT INSPECTOR SERVICES**

This Independent Consultant Agreement for Project Inspector Services ("Agreement") is made and entered into as of the _____ day of _____, 2022 by and between the Alum Rock Union School District ("District") and _____ ("Consultant" or "Inspector"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 53060, authorizes the District to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters through direct negotiation if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District duly determined that it needs project inspection services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the project inspector services required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide project inspection services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Prevailing Wage Certification
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> X </u>	COVID-19 Vaccination / Testing Certification
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work

actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- 4.2. The Services shall be performed at the billing rates and/or fee schedule included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
- 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 5.1. _____.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.4. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

- 8.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
12. **Termination.**
- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.2.1. material violation of this Agreement by the Consultant; or

12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification.

13.1. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of defense costs incurred by District ("Claim") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

14.1. **Coverage.** The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Combined Single Limit	\$ 1,000,000
Professional Liability Per Claim Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions).

Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

14.2. Proof of Insurance.

The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If any work is performed that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

15.1. **Labor Code Requirements:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.

15.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1.

15.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

15.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

16. **Certificates; Permits; Licenses; Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. COVID-19 Vaccination / Testing Requirements

Vaccination Requirements

Consultant shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Consultant shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- (b) a photo of a Vaccination Record Card as a separate document;
- (c) a photo of a Vaccination Record Card stored on a phone or electronic device;
- (d) documentation of COVID-19 vaccination from a health care provider;
- (e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Consultant may accept the documentation presented in (a) through (f) above as valid.

Consultant shall have a plan in place for tracking verified Consultant personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Consultant personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Consultant shall ensure that Consultant personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

- (a) Consultant personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the

U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Consultant personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Consultant shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

18. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

19. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

19.1. All site visits shall be arranged through the District;

19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

19.5. Consultant and Consultant's employees shall not use student restroom facilities; and

19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

20. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

21. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
FAX: [FAX Number]
ATTN: Mr. Kolvira Chheng,
Assistant Superintendent, Business Services
EML:

Consultant:

[CONSULTANT NAME]
[ADDRESS]
[CITY, STATE ZIP]
FAX: [FAX NUMBER]
ATTN: [NAME, TITLE]
EML:

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. Integration; Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. California Law; Venue. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Alum Rock Union School District

[CONSULTANT NAME]

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Registration No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. If there is any conflict between Consultant's Proposal and any provision of this Agreement, the provisions of this Agreement shall control.

Consultant shall provide all project inspection Services that the District, or its Board, officers, employees, representatives, or agents may request for each Project listed below. Consultant shall coordinate its Services with the District's representative, or his/her designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description

1. INSPECTOR'S AUTHORITY

- 1.1 **Full-Time Inspector under Direction of Architect.** The Inspector shall act as project inspector on a full-time, constant basis, including during off hours, and weekend hours as deemed necessary by the Inspector, the Architect and/or the District. The Inspector shall be under the direction of the Architect and is subject to the supervision of Division of the State Architect ("DSA").
- 1.2 **Authority to Reject Construction Work.** The Inspector shall not direct a contractor in the execution of the Construction Work. The Inspector does not have the authority to stop work on the Project. The Inspector shall have the authority to reject defective materials and to suspend any specific Construction Work that is being improperly performed, subject to the ultimate decision of the Architect and the District. The Inspector will have the authority to approve, disapprove, observe, and report matters pertaining to the Construction Work performed on the Project.
- 1.3 **Conflict of Interest.** The Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. The Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. The Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that the Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.

2. ON-SITE PRESENCE

The Inspector shall be physically present at each Project site at all times necessary for performance of its duties as project inspector. The Inspector shall have personal knowledge of the Construction Work at all stages. The Inspector shall accompany the Architect, the District, the construction manager, or other consultants when any of them are observing the Construction Work. The Inspector shall be physically present for all concrete work and masonry work.

3. ALL ON-SITE INSPECTION SERVICES, INSPECTION-RELATED ACTIVITIES, AND SPECIAL INSPECTIONS

3.1 The Inspector's inspection services shall consist of all on-site inspection services of the Project and all inspection-related activities relating thereto, including, but not limited to, the services set forth herein.

3.2 Special Inspections.

3.2.1 If directed by the District or the Architect, Inspector shall either perform Special Inspections or oversee Special Inspections by specially approved inspectors.

3.2.2 Special Inspections may be performed by the Inspector if Inspector has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the Inspector shall manage coordination, scheduling and timely reporting of results to the District, the Architect, and the DSA if required.

3.2.3 The District may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the Work after assembly. The District may require Special Inspection at the job site in addition to those listed herein if deemed necessary because of the special use of the materials or methods of construction.

3.3 **Continuous Inspection.** The Inspector shall perform continuous inspection of the Project during all stages of construction. Such inspection shall be conducted based on personal knowledge of the construction and shall ensure that the approved plans and specifications are completely executed. Continuous inspection means complete inspection of every part of the Work. Work such as concrete or brick work that can be inspected only as it is placed shall require the constant presence of the Inspector. Other types of Work that can be completely inspected after the Work is installed may be carried on while the Inspector is not present. In no case shall the Inspector have or assume any duties that will prevent the Inspector from providing continuous inspection.

4. INSPECTOR'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

The Inspector shall provide personal, competent, adequate and continuous construction inspections of all aspects of the Work.

4.1 The Inspector shall endeavor to guard the District against apparent defects and deficiencies in the Work and shall see that the Work is executed and completed in accordance with the Contract Documents and applicable laws and regulations.

4.2 The Inspector shall submit the form DSA 151, or most current form, to the DSA prior to commencement of construction.

- 4.3 The Inspector shall ensure that the correct quantity of project inspection cards (form DSA 152, or most current form) is issued for the project. The Inspector shall obtain the forms DSA 152 prior to commencement of the construction and enter the "Card Start Date" on the forms DSA. The Inspector shall sign off applicable blocks and sections of the forms DSA 152 when:
- 4.3.1 The completed work is in compliance with the DSA approved construction documents.
 - 4.3.2 All necessary testing and inspections are complete.
 - 4.3.3 Any deviations from the DSA approved plans are resolved.
 - 4.3.4 Any DSA field trip note issues are resolved.
 - 4.3.5 All necessary documents are received by the Inspector.
- 4.4 The Inspector shall obtain a copy of the DSA approved Construction Documents from the Architect prior to the commencement of construction. The Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. The Inspector shall consult the Architect to resolve any uncertainties in the Inspector's comprehension of the plans and specifications. The Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.
- 4.5 The Inspector shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103, or most current form) from the Architect prior to commencement of construction. The Inspector shall meet with the District, design professionals, and contractor as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall meet with the Laboratory of Record to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall monitor the work of the Laboratory of Record and Special Inspectors, if any, to ensure the testing and special inspection programs are satisfactorily completed, including verifying code-compliant implementation of the materials testing and special inspection program, as applicable, notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. The Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.
- 4.6 Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the current version of the following forms:
- 4.6.1 Form DSA IR A-7, Project Inspector: Certification and Approval.
 - 4.6.2 Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance.
 - 4.6.3 Form DSA PR 13-01, Construction Oversight Process Procedure.

4.6.4 Form DSA PR 13-02, Project Certification Process Procedure.

4.6.5 DSA 152 Manual.

4.7 The Inspector shall identify all non-compliant Work as work on the Project progresses in order to facilitate timely corrective action.

4.8 The Inspector shall not authorize deviations from the Contract Documents.

5. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

5.1 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project ("Work"). These practices include, but are not limited to, the following:

5.1.1 California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

5.1.2 Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.

5.1.1 Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

5.1.2 Education Code of the State of California.

5.1.3 Industrial Accident Commission's Safety Orders, State of California.

5.1.4 National Electrical Safety Code, U. S. Department of Commerce.

5.1.5 National Board of Fire Underwriters' Regulations.

5.1.6 Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

5.2 The inspection shall be according to the DSA inspection rules and regulations.

5.3 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

6. COMMUNICATIONS, REPORTING, AND NOTIFICATIONS

6.1 **DSA Notification.** The Inspector shall notify DSA:

6.1.1 At least forty-eight (48) hours prior to the start of any Construction Work at each Project site.

6.1.2 At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.

6.1.3 At least forty-eight (48) hours prior to the first concrete pour/placement at any Project site.

- 6.1.4 At least forty-eight (48) hours prior to significant concrete pour/placement at any Project site.
- 6.1.5 When Construction Work has been suspended for a period of more than one (1) month.

Notification shall be made on form DSA 151, or most current form, and shall be sent electronically to the DSA. A copy of each notification shall be kept in the Inspector's Job File.

- 6.2 **Defective Work.** If the Inspector determines that any portion of the Work is defective and such defect requires that portion of the Work to be rejected, the Inspector shall immediately report said defective Work to the Architect, the Construction Manager (if applicable), and the District. The Inspector's initial report regarding such defective Work may be either verbal or in writing, whichever form is deemed more appropriate by the Inspector under the circumstances. However, if such initial report is verbal, the Inspector shall confirm said verbal report in writing within one (1) calendar day.
- 6.3 **Notification of District and Architect.** The Inspector shall immediately report to the District, the Architect, and the Construction Manager (if applicable) any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. The Inspector shall inform the District, the Architect, and the Construction Manager (if applicable) of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. The Inspector shall advise the District of needed inspections related to the status of the Construction Work, and the District shall provide the schedule of Construction Work to the Inspector so that both Parties arrange timely inspections.
- 6.4 **Contractor's Deviation in the Work and Notification of Deviations to Contractor(s).**
 - 6.4.1 The Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents; any violation of any local, state or federal codes; or any Work contrary to approved revisions to any of the above by that contractor or its subcontractors. Deviations include both construction deviations and material deficiencies.
 - 6.4.2 If the contractor does not correct the deviation within a reasonable time frame after the verbal notice, then the Inspector shall promptly issue a written notice of deviation to the contractor using form DSA 154, or most current form, with a copy sent to the District, the Architect, the Construction Manager, if any, and the DSA. If applicable, Inspector's notification shall direct the Contractor in writing, while simultaneously notifying the Architect, the Construction Manager (if applicable), and the District, to cease installation of that nonconforming portion of the Project, pending further decision by the Architect and the District.
 - 6.4.3 Upon resolution of the deviation, the Inspector shall promptly issue a written notice of resolution to the contractor using the original form DSA 154 that

reported the deviations, with a copy sent to the District, the Architect, the construction manager, if any, and the DSA.

6.4.4 Notices shall be sent electronically to the DSA and kept in the Job File.

6.4.5 The Inspector shall deliver copies of the writings referred to in this paragraph to the District within twenty-four (24) hours of Inspector's origination of the writings.

6.5 **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector or the Construction Manager (if applicable), including the contractor's uncertainties regarding the Construction Documents. The Inspector shall document these inquiries and immediately forward them to the Architect for response.

6.6 **Construction Manager.** The Inspector shall also work with the Construction Manager if the District uses a construction manager on any portion of the Project. If the District does not use a Construction Manager on the Project, then all references to a Construction Manager herein shall mean the District.

6.7 **Failure to Notify the Architect, the Construction Manager, and the District.** Inspector's failure to notify the Architect, the Construction Manager (if applicable), and the District of Work not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause for termination of the Agreement between the District and the Inspector.

7. CONSTRUCTION SCHEDULE, POTENTIAL DELAYS IN COMPLETION

The Inspector shall be alert to the construction schedule and to any conditions that may cause delay in completion of the Project. Upon observing such conditions, the Inspector shall report the same immediately and, within one (1) calendar day of observing such conditions, confirm the same in writing to the Architect, the Construction Manager (if applicable), and the District.

8. INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS

The Inspector shall become sufficiently acquainted with the Project and the agreements between the District and the Architect, Construction Manager (if applicable), and Contractor, to allow for the Inspector's effective and productive interface between the District, the Architect, the Construction Manager (if applicable), the Contractor, and governmental inspectors, including but not limited to those government inspectors referred to in section 6 herein.

9. JOB SITE MEETINGS

The Inspector shall, as directed by the Architect, the District, or the Construction Manager (if applicable), attend meetings held at the Project site or the District Facilities or other location identified to the Inspector by the District. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.

10. INSPECTOR MAINTENANCE OF RECORDS, JOB FILE, AND BUILDING CODES

10.1 **Inspection Records.** The Inspector shall maintain daily inspection reports and job files that are detailed, comprehensive, organized, accessible, and timely

documentation of all inspections of the Construction Work ("Inspection Records"). The Inspection Records shall be deemed by the Inspector to be accurate and qualitative. The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:

- 10.1.1 A systematic record of the inspection of all Construction Work required by the Construction Documents. The Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.
- 10.1.2 Construction Procedure Records (Title 24, Part 1, Section 4-342(6)) including, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.
- 10.1.3 The resolution of reported deviations.
- 10.1.4 Daily job log of the Inspector's time spent on the Project site(s), which shall include:
 - 10.1.4.1 Hours on the Project site.
 - 10.1.4.2 Weather conditions.
 - 10.1.4.3 Construction procedures, where performed and any deviations therefrom.
 - 10.1.4.4 Construction equipment and vehicles utilized.
 - 10.1.4.5 Manpower assigned by the Contractor and subcontractors.
 - 10.1.4.6 Equipment and materials delivered to the site, including Inspector's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and Inspector's determination that they meet submittal and specification requirements.
 - 10.1.4.7 Daily activities.
 - 10.1.4.8 Verbal instructions and clarifications of the work given to the Contractor.
 - 10.1.4.9 Decisions that either clarify or deviate from the contract documents.
 - 10.1.4.10 General observations and specific observations in detail as in the case of Project test procedures and results.
 - 10.1.4.11 Occurrences or conditions that might affect the construction budget or schedule.
 - 10.1.4.12 Any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken.

- 10.1.4.13 Substantive telephone calls, including statements or commitments made during the call, and
- 10.1.4.14 Names of all visitors to the Project site, including agency representation and agents of the District.
- 10.1.5 Said reports and/or job files shall be made available to the Architect, the Construction Manager (if applicable), and the District upon request. Failure to provide these Daily Records shall constitute a material breach of contract and may be cause for termination of the Agreement between the District and the Inspector.

10.2 Job File

- 10.2.1 The Inspector shall maintain orderly job files at the Project site that include:
 - 10.2.1.1 DSA approved (stamped and initialed) plans and specifications (printed copy).
 - 10.2.1.2 DSA approved testing and inspection list (for DSA 103). The DSA 103 may be incorporated into drawings and specifications (printed copy).
 - 10.2.1.3 DSA approved deferred submittals as required by DSA approved plans (printed copy).
 - 10.2.1.4 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.
 - 10.2.1.5 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.
 - 10.2.1.6 Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.
 - 10.2.1.7 Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
 - 10.2.1.8 Communications log referencing all significant project construction related communications, such as contractor's request 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.
 - 10.2.1.9 Deviation notices using form DSA 154 with a log (summary record) indicating resolution status for each deviation. Notice of resolution deviations using from DSA 154.
 - 10.2.1.10 Records of concrete placing operations.
 - 10.2.1.11 Evidence of continuous inspection, such as daily inspection reports.
 - 10.2.1.12 Both structural/materials and fire/life safety testing reports as well as special inspection reports.
 - 10.2.1.13 Identification of responsible groups/individuals, including the project inspector, for both structural/ material and fire/life safety related tests and special inspections.
 - 10.2.1.14 Verified reports from all parties required to file verified reports.

- 10.2.1.15 DSA field trip notes (form DSA 135 or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
- 10.2.1.16 A record of its attendance on the Project site.
- 10.2.1.17 Schedules.
- 10.2.1.18 Notes.
- 10.2.1.19 Communications.
- 10.2.1.20 Records.
- 10.2.1.21 Correspondence.
- 10.2.1.22 Reports of Project site conferences.
- 10.2.1.23 Minutes of job site meetings and any other meeting minutes (if applicable).
- 10.2.1.24 Shop drawings and any other drawings on behalf of the District.
- 10.2.1.25 Documents.
- 10.2.1.26 Reproductions of the original Construction Contract of the Contractor ("Construction Contract"), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contract.
- 10.2.1.27 Any other documents required to provide a complete record of construction.

10.2.2 The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction). The Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District.

10.2.3 The Inspector shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. The Inspector, as a condition of Inspector's contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the Project.

10.2.4 The Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

- 10.2.4.1 Form DSA 151 – Project Inspector Notifications.
- 10.2.4.2 Form DSA 152 – Project Inspection Card, or most current form.
- 10.2.4.3 DSA approved plans and specifications.
- 10.2.4.4 Form DSA 103 – Statement of Structural Tests and Special Inspections, or most current form.
- 10.2.4.5 Deferred submittals as required by the DSA approved plans.
- 10.2.4.6 Addenda and Revisions.
- 10.2.4.7 Construction Change Documents and log.
- 10.2.4.8 Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc.), as required by DSA approved specifications.
- 10.2.4.9 Communication log; all communications and project related meeting minutes/notes.
- 10.2.4.10 Notices of Deviations/Resolution of Deviations (form DSA 154, or most current form,), as delivered to the DSA, architect and contractor with log listing all notices with resolution status.
- 10.2.4.11 Form DSA 155 – Project Inspector Semi-Monthly Report.

- 10.2.4.12 Form DSA 6-PI – Project Inspector Verified Report.
 - 10.2.4.13 Evidence of continuous inspection, such as inspector daily reports.
 - 10.2.4.14 Laboratory test and inspection reports.
 - 10.2.4.15 Special inspection reports.
 - 10.2.4.16 Records of concrete placing operations.
 - 10.2.4.17 Records of welding operations.
 - 10.2.4.18 Records of pile driving operations.
 - 10.2.4.19 Verified Reports from all parties required to file Verified Reports using form DSA 6, or most current form.
 - 10.2.4.20 Completed Semi-monthly Reports.
 - 10.2.4.21 DSA Field Trip Notes.
 - 10.2.4.22 Applicable codes and referenced standards.
 - 10.2.4.23 Any other documents required to provide a complete record of construction.
- 10.2.5 The Job File shall be kept on the job site until completion of the project and readily accessible to DSA personnel during site visits. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.
- 10.2.6 All these records and all documents kept by the Inspector shall be and remain the property of the District. At the completion of the construction, Inspector shall provide a copy of the Job File, with the exception of the building codes and standards, to the District. If the Inspector is, for any reason, terminated prior to the completion of the project, Inspector must ensure transfer of the Job File to the assuming Project Inspector and to the District.
- 10.2.7 If any of the following events occur, the Inspector shall submit a copy of a portion of the Job File, as further described below in section 14.2.8, to the DSA:
- 10.2.7.1 The services of the Inspector are terminated for any reason prior to completion of the project.
 - 10.2.7.2 When the construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the project.
 - 10.2.7.3 Work on the project is suspended for a period of more than one year.
 - 10.2.7.4 Upon request by the DSA.
- 10.2.8 The portion of the Job File to be submitted to the DSA shall consist of the following forms, or most current form:
- 10.2.8.1 DSA 152 – Project Inspection Card.
 - 10.2.8.2 DSA 152-IPI – In-Plant Inspector Inspection Card/Verified Report (if applicable).
 - 10.2.8.3 DSA 6-PI from all Project Inspectors involved in the project including in-plant inspector (if applicable).
 - 10.2.8.4 DSA 6-AE from the architect/engineer.
 - 10.2.8.5 DSA 6-C from each contractor having a contract with the District.
 - 10.2.8.6 DSA 292 from all special inspectors contracting directly and individually with the District.

- 10.2.8.7 DSA 291 from the engineering manager of the laboratory of record.
- 10.2.8.8 DSA 293 from the geotechnical engineer of record
- 10.2.8.9 DSA 130 – Certificate of Compliance for Bleacher/Grandstand Fabricator (if applicable).

10.3 **Building Codes.** In addition to the above documents, the Inspector shall keep at the Project site, a copy of all applicable building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

- 10.3.1 Title 24, Part 1 (Administrative Code).
- 10.3.2 Title 24, Part 2, Volumes 1, 2, and 3 (Building Code).
- 10.3.3 Title 24, Part 3 (Electrical Code).
- 10.3.4 Title 24, Part 4 (Mechanical Code).
- 10.3.5 Title 24, Part 5 (Plumbing Code).
- 10.3.6 Title 24, Part 6 (Energy Code).

11. INSPECTOR'S VERIFIED and SEMI-MONTHLY REPORTS

The Inspector shall keep the District thoroughly informed as to the progress of the Work by submitting reports required by Title 24 as follows:

11.1 **Verified Reports.** In addition to the verified reports required herein, the Inspector shall submit verified reports, as required by Title 24 CCR, directly to the DSA, Architect, and the District within five (5) business days of the end of the report period and within five (5) days of final acceptance for the final verified report. Each verified report shall be on form DSA 6-PI and form DSA 152, or most current form, as appropriate. Reports shall be sent electronically to the DSA and kept in the Job File. Without limitation, verified reports must be submitted upon the occurrence of any of the following events:

- 11.1.1 Work on the project is suspended for a period of more than one (1) month.
- 11.1.2 The services of the Inspector are terminated for any reason prior to the completion of the project.
- 11.1.3 At the time of occupancy of any building, or portion of a building, involved in the project prior to the completion of the entire DSA approved scope of work.
- 11.1.4 When the construction is sufficiently complete, in accordance with the DSA approved construction documents, so that the District can occupy or utilize the project.
- 11.1.5 DSA requests a verified report.

11.2 **Semi-Monthly Reports.** The Inspector shall submit semi-monthly reports, as required by Title 24 CCR, to the District, the Architect, the project structural engineer, and DSA using DSA Form 155, or most current form, within two (2) business days of the close of the report period. These reports shall include the following information as a minimum:

- 11.2.1 A brief description of the Work in progress by each trade or Contractor with an estimate of the percentage completed to date.
- 11.2.2 Notation of progress or other project-related meetings conducted on site.
- 11.2.3 Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.
- 11.2.4 Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the Contractor from the Architect or project engineer.
- 11.2.5 Notation of all correction notices or notices of non-compliance issued to the Contractor (include a copy of such notices with the report).
- 11.2.6 Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
- 11.2.7 Notation of the average number of workers and foremen on site each day for the report period.
- 11.2.8 Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any Work that was impeded.
- 11.2.9 Notation of any deviation from the Contractor's approved construction schedule.
- 11.2.10 Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

11.3 **All Other Reports.** Inspector shall initiate and file with DSA prior to their due date, any other Project-related forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. The Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

11.4 All reports shall be sent electronically to the DSA and kept in the Job File.

12. PAYMENT REQUESTS

The Inspector shall review the Contractor's pay requests prior to the issuance of Architect's and Contractor's certificate of payment to the Construction Manager (if applicable) and the District and indicate whether amounts claimed by the Contractor are, in the Inspector's opinion, correct. The Inspector's approval of pay requests shall be shown by signature of the Inspector on the pay request.

13. PUNCH LIST ITEMS

The Inspector shall, after completion of the project or completion of a portion thereof, check each punch list item to ensure that it is corrected in accordance with the Construction Contract, plans and specifications.

14. INSPECTOR CERTIFICATION

The Inspector shall provide the District a copy of documents satisfactory to the District certifying that the Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. The Inspector shall also provide any other documents or certification requested by the District. The Inspector shall initiate and provide the District with Form DSA-5, or most current qualification/certification form.

15. SUBSTITUTE INSPECTOR AND/OR ASSISTANT INSPECTOR

The Inspector shall provide the Services throughout the term of this Agreement, and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of the Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no cost to the District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by the District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. The Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).

EXHIBIT "B"
BILLING RATES

Consultant's entire proposal is **not** incorporated.

[INSERT RATES AND FEE SCHEDULE FROM CONSULTANT]

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) if Consultant’s employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil’s parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant’s employees and any subcontractors’ employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Consultant’s employees and of all of its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT “A.”

- Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant’s employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District’s preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Government Code Section 45122.1.

Consultant’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

The undersigned does hereby certify to the District that I am a representative of the Consultant entering into this Agreement with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

FINGERPRINTING CERTIFICATION/ CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

COVID-19 VACCINATION/TESTING CERTIFICATION

Consultant: _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Consultant certifies that the following entity:

_____ has verified that the Consultant personnel providing services at District's project site(s):

- Have all been fully vaccinated in accordance with the CDPH Order.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.

Consultant understands that the District's project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Consultant will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Consultant's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____