

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

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

DSA Certified Project Inspectors

**Oakland High School
Multi-Use Field and Baseball/Softball Field
Turf Field Replacement Project
1023 MacArthur Boulevard, Oakland, CA 94610
Project No. 25024**

**ICS-TCN at Cesar Chavez Site Turf Field Replacement Project
2825 International Boulevard, Oakland, CA 94601
Project No. 25025**

**McClymonds High School
Turf Field Replacement Project
2607 Myrtle Street, Oakland, CA 94607
Project No. 25009**

Issued May 5, 2025

Responses must be received May 15, 2025, no later than 2:00 p.m.

The Oakland Unified School District ("District") is requesting proposals from experienced firms, partnerships, corporations, associations, persons or professional organizations ("Consultants") to provide project inspection services associated with the Multi-Use Field and Baseball/Softball Turf Field Replacement Project at Oakland High School; ICS-TCN at Cesar Chavez Site Turf Field Replacement Project; and Turf Field Replacement Project at McClymonds High School ("Project").

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

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

Oral, telegraphic, facsimile or telephone RFQ/P Packets will not be accepted. RFQ/P Packets submitted after this date and time will not be accepted. The District reserves the right to waive any informalities or irregularities in the RFQ/P. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more respondents. Proposals are required to have separate fees for each school site.

The District will only accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 p.m. (Pacific Time) on May 15, 2025 via email will be accepted (attention to Juanita Hunter at juanita.hunter@ousd.org and the contact persons below).

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

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

District Modification: Based on the availability analysis, the LBU Requirement may be met with a modified 25% Cumulative Local Business Participation - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation.

For Reference, the Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements. (See District Modification for this RFQ/P above).

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

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

The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the following link:

<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

Complete the attached Local Business Participation Worksheet (Exhibit C).

FULL OPPORTUNITY

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

SCHEDULE OF ACTIVITIES

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

DATE	ACTIVITY
May 5, 2025	RFQ/P Issued.
May 8, 2025	Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (Pacific Time)
May 12, 2025	District will provide written responses to requests for clarification.
May 15, 2025	Proposals Due by 2:00 p.m. (Pacific Time)
June 25, 2025	Board Meeting – tentative approval of Contract
June 26, 2025	Tentative Notice to Proceed issued to Consultant

REQUEST FOR QUALIFICATIONS & PROPOSALS

The purpose of this RFQ/P is to solicit fee proposals from DSA Certified Project Inspectors for the Multi-Use Field and Baseball/Softball Turf Field Replacement Project at Oakland High School; ICS-TCN at Cesar Chavez Site Turf Field Replacement Project; and Turf Field Replacement Project at McClymonds High School ("Project").

A. TENTATIVE PROJECT SCHEDULES

All three projects are under an expedited schedule and are scheduled to be constructed concurrently under a timeline of July 21 through September 12, 2025.

DSA submittal documents for the three school sites are currently being developed. The District expects 50% CD drawings from the design firms will be ready to issue shortly. Due to the available documents, interested project inspection firms shall assume services will be on a full-time basis for all three projects.

Interested project inspection firms shall also assume the project scope for all three school sites would include both the ideal field layout and optional upgrades as outlined in the Project Descriptions.

B. PROJECT DESCRIPTIONS

Verde Design in their April 21, 2025 Conceptual Design for Oakland High School Multi-Use and Baseball/Softball Fields made the following recommendations:

Oakland High School

- Restroom improvements as required
- Parking improvements as required

- Install new synthetic turf carpet and infill above existing e-layer; Multi-use field striping:
 NFHS soccer field (55 yd x 120 yd)
 Unified lacrosse striping (55 yd x 120 yd)
 Two U10–U12 soccer fields (40 yd x 55 yd)
 NFHS football field (53 1/3 yd x 120 yd)
 Wildcat logo
- NFHS baseball/softball field, convert infield to synthetic turf
- Install new wall padding at north end zone
- Adjust and lower catch basins below synthetic turf
- Replace existing soccer goals with skid version
- Clear existing trench drain at field entry
- Install track drain at track straightaway
- Regrade track surfacing to slope toward field for positive drainage
- Replace existing foul poles and goal posts
- Replace existing perimeter fencing and netting as required
- Replace existing baseball field dugout/backstop
- Replace existing bleachers at baseball field
- Replace and relocate existing drinking fountain
- Continue subsurface drainage design into new synthetic turf area
- Rotate existing storage shed for improved access

Verde Design in their April 21, 2025 Conceptual Design for the Baseball/Softball and Soccer Fields made the following recommendations:

ICS and TCN Elementary Schools – Baseball/Softball Field

- Replace synthetic turf baseball/softball field to match existing field dimensions.
- Add striping for (2) 15x30 yard U6-U8 soccer fields.
- Add new padding at accessible ramp and replace handrail post caps.
- Install new 6' tall outfield fencing, inset from existing location to allow more room for parking.
- New 'clamshell' backstop to help prevent foul balls and preserve perimeter fence (optional).
- Adjust catch basin at existing locations and install underneath synthetic turf field.
- Remove existing rock within perforated drain trenches and replace with new crushed, virgin drain rock material.
- New dugout areas with team benches and fencing (optional).
- New concrete at gap between concrete wall and accessible ramp.
- Address steep slope in outfield with curb or wall, and add goal storage.

ICS and TCN Elementary Schools - Soccer Field

- Replace 58 x 107 yd synthetic turf soccer field to match existing field dimensions.
- Add striping for (2) 35 x 58 yd U9-U10 fields.
- Remove existing rock within perforated drain trenches and replace with new crushed, virgin drain rock material.
- Replace existing drinking fountain.
- Replace existing trash receptacles.
- New drinking fountain at bleachers.
- Adjust catch basin at existing locations and install underneath synthetic turf field.
- Install padding at (4) sport field lighting concrete foundations.
- Replace soccer goals with portable option.
- Soccer goal storage area.

ICS and TCN Elementary Schools – Accessibility Improvements

- Restroom improvements, as required.

- Upgrade accessible parking spaces and path of travel from parking to school and fields.
- Add walkway to connect to existing restrooms.
- Replace existing bleachers with accessible bleachers.

McClymonds High School Field

Cupples Keller in their June 28, 2024 Field Assessment Report for the McClymonds High School Field made the following summary of recommendations:

- Accessibility is a critical issue both in getting to and around the track and field.
- Although the G-max testing shows that the field impact attenuation is still in good condition, the track and field have significant issues that warrant a complete replacement.
- The lack of a subsurface drainage system under the field may also be contribute to the subsurface aggregate failure.
- It is strongly recommended that a barrier between the liquid pollution underground flows and the field be provided such that the run-off from the field is not allowed to permeate into the subgrade and instead into a complete herringbone and trench drainage system.
- Given the accessibility issues surrounding the track, it is recommended that the track be raised to be flush with the surrounding pavement to eliminate the need for a curb.

LCN Architects in their April 25, 2025 Conceptual Design for McClymonds High School Field noted the following scope:

Demolition Plan:

- Demolish artificial turf at football field
- Demolish synthetic track and field, and accessories
- Demolish asphalt concrete pavement
- Demolish 6" concrete curb
- Demolish 12'-0" wide x 10'x0" high gate
- Demolish trees and tree wells
- Existing football goal post to be repaired

Proposed Improvements:

- New artificial turf
- New synthetic track and field
- New 3'-0" + 9'-0" wide 8'-0" high ornamental gate
- New hose bib
- Straighten football goal posts; rebuild concrete foundation
- New football field striping with "McClymonds" and "Warriors" at end zones, and logo at center field
- New lacrosse field striping
- New soccer field striping; new goals and mounting
- New long/triple jump with pit
- New pole vault area
- New shot put area
- New discus area
- New batting cage
- Accessible path of travel

Reference Documents including the Conceptual Designs, full versions of the Verde Design and Cupples Keller Field Assessment Reports can be found at the finding link:

https://drive.google.com/drive/folders/1tWVxXZ9PA6Mfc4jn0-B2_zhEkdBoBteK?usp=sharing

Access shall be granted upon request.

C. BASIC SERVICES

The Consultant agrees to provide the Services described below:

- 1.** The Consultant shall be responsible for the professional quality and technical accuracy of all reports and other services furnished by the Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its reports and other services.
- 2.** The Consultant will use all due care and diligence to confirm that its reports and all other information provided by or on behalf of the District discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design and construction. The Consultant shall track for District's benefit all such suggested and disclosed information.
- 3. Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

D. STATEMENT OF WORK:

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

The Design Professionals in General Responsible Charge are expected to include the following statement in the Construction Documents:

- 1.** The Path of Travel (POT) identified in these Construction Documents is compliant with the current applicable California Building Code accessibility provisions for path of travel requirements for alterations, additions and structural repairs
- 2.** As part of the design of this Project, the POT was examined and any elements, components or portions of the POT that were determined to be noncompliant 1) have been identified and 2) the corrective work necessary to bring them into compliance has been included within the scope of this project's work through details, drawings and specifications incorporated into these Construction Documents. Any noncompliant elements, components or portions of the POT that will not be corrected by this Project based on valuation threshold limitations or a finding of unreasonable hardship are so indicated in these Construction Documents.

3. During construction, if POT items within the scope of the Project represented as code compliant are found to be nonconforming beyond reasonable construction tolerances, they shall be brought into compliance with the CBC as a part of this Project by means of a Construction Change Document.
4. Accessible path of travel as indicated on plan is a barrier-free access route without any abrupt level changes exceeding 1/2" if beveled at 1:2 maximum slope, or vertical level changes exceeding 1/4" maximum, and at least 48" in width. Surface is stable, firm and slip resistant. Cross slope shall not be steeper than 1:48 and slope in the direction of travel shall not be steeper than 1:20. Accessible path of travel shall be maintained free of overhanging obstructions to 80" minimum and free of objects protruding more than 4" from the wall, above 27" and less than 80" above the floor.
5. Specific attention shall also be provided by the Project Inspector to nonconforming conditions that may occur and alert the District immediately in writing.

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

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

1.1 The PI's responsibilities include:

- 1.1.1** Maintain a thorough understanding of all requirements of the construction documents.
- 1.1.2** Inspection of all portions of the construction for compliance with the requirements of the DSA-approved construction documents.
- 1.1.3** Identification, documentation and reporting of construction deviations (using form *DSA 154: Notice of Deviations/Resolutions of Deviations*) from the requirements of the DSA- approved construction documents. (Refer to DSA Procedure (PR) 13-01: *Construction Oversight Process* for additional information.)
- 1.1.2** Submittal of interim and final verified reports (forms *DSA 152: Project Inspection Card* and *DSA 6-PI: Project Inspector Verified Report*, respectively; *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report* for in-plant inspector) per PR 13-01. At the conclusion of the project any outstanding deviations must be noted on the form *DSA 6-PI* or, for the in-plant inspector, form *DSA 152-IPI*.

Lack of compliance with the duties described above, Section 2 below, or detailed in PR 13-01 may result in a non-compliance recording on the form *DSA 119: Project Inspector Performance Review*.

- 1.2** The PI is prohibited from performing functions associated with actual construction work such as the following:
 - 1.2.1** Performing construction work.
 - 1.2.2** Directing, coordinating, or scheduling the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work.

1.2.3 Performing “quality control” of construction. Quality control is the responsibility of the contractor. Quality assurance is the responsibility of the inspector.

1.2.4 Ordering or purchasing materials.

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

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

2. SEVEN CATEGORIES OF CODE-PRESCRIBED DUTIES OF THE PROJECT INSPECTOR

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

2.1 Category 1 – Inspector’s Job File

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

- 2.1.1** DSA-approved (stamped and initialed) plans and specifications (printed copy unless an electronic format is allowed by the District Structural Engineer (DSE)). **Note:** The DSE determines whether an electronic format is acceptable in lieu of a printed copy based on the PI’s demonstrated proficiency in accessing, viewing, navigating, and marking documents (e.g., to show evidence of daily inspections, etc.), while in various applicable construction environments occurring at the project site (e.g., outside while performing inspections, etc.). The PI must also demonstrate compliance with viewing access and transfer requirements specified for electronic file formats at the end of Section 2.1 in this IR,
- 2.1.2** DSA-approved testing and inspection list (*form DSA 103: List of Required Structural Tests and Special Inspections*). The form DSA 103 may be incorporated into drawings or specifications.
- 2.1.3** DSA-approved deferred submittals as required by DSA-approved plans (printed copy unless an electronic format is allowed by the DSE in accordance with Section 2.1.1 of this IR).
- 2.1.4** DSA-approved project addenda and revisions (printed copies unless an electronic format is allowed by the DSE in accordance with Section 2.1.1 of this IR) with identification marks made on the original DSA-approved construction documents indicating changes made by these documents.
- 2.1.5** DSA-approved Category A construction change documents (CCD) with a log of all construction changes, with identification marks made on the original DSA-approved construction documents indicating changes made by these documents.
- 2.1.6** Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.
- 2.1.7** Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.)

accepted by applicable design professionals.

- 2.1.8** Communication log documenting all significant project construction-related communications, such as contractor's requests for information (RFI), responses to RFIs, DSA communications (field trip notes, etc.), architect's supplemental instructions, information bulletins, and project-related meeting minutes and/or notes.
- 2.1.9** Deviation notices and resolution of deviations (form DSA 154) with a log (summary record) indicating resolution status for each deviation.
- 2.1.10** Records of concrete placing operations.
- 2.1.11** Evidence of continuous inspection, such as daily inspection reports.
- 2.1.12** Structural/materials and fire and life safety testing reports (i.e., completed copies of the National Fire Protection Association [NFPA] 13, 14, 24 and 72 Record of Completion and Testing and Inspection forms as applicable), as well as other pertinent non-structural test reports provided by other testing entities, e.g., water sanitation, backflow preventer testing, gas and potable water line pressure tests, heating, ventilation, and air conditioning (HVAC) air balancing, energy-related/CalGreen certification tests, etc.
- 2.1.13** Special inspection reports, whether performed by the PI (see Section 2.6 below) or SI, as well as other pertinent non-structural inspection reports provided by other inspection entities including but not limited to: elevator inspections, city or county health department inspections, etc.
- 2.1.14** Identification of responsible groups/individuals, including the PI, for both structural/material and fire and life safety-related tests and special inspections.
- 2.1.15** Completed semi-monthly reports (form *DSA 155: Project Inspector Semi-Monthly Report*).
- 2.1.16** Verified reports from all parties required to file verified reports.
- 2.1.17** Form *DSA 135: Field Trip Note* (or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
- 2.1.18** California Building Standards Codes (Title 24) applicable to the project, such as the following: Part 1 CAC; Part 2 California Building Code (CBC), Volumes 1 and 2; Part 3 California Electrical Code (CEC); Part 4 California Mechanical Code (CMC); Part 5 California Plumbing Code (CPC); Part 6 California Energy Code. The code edition must be as referenced on the DSA-approved plans and specifications. The PI should have access to applicable structural referenced standards as needed for particular project inspection activity. Required codes and standards can be in printed or electronic format. In the latter case, the PI must demonstrate proficiency in accessing, viewing and navigating these electronic documents at the project site.
- 2.1.19** Any other documents required to provide a complete record of construction.

The job file records listed above may be maintained in paper (i.e., hard copy) and/or electronic format, unless otherwise specified above. If any records are maintained electronically, full viewing access shall be given to the school district, DSA personnel and others needing access. The form DSA 119 provides guidance for required recordkeeping and duties. It may

be used by the DSA field engineer, per Section 3.2 below. At the completion of the project, the PI shall transfer the job file, with the exception of building codes and reference standards, to the school district, which shall maintain the job file as part of the permanent school district records. If the PI is terminated prior to the completion of the project, for any reason, they shall ensure transfer of the job file. This occurrence requires the PI to personally provide a copy of the entire job file (with the exception of building codes and reference standards) to the assuming PI and to the school district. A copy of the entire job file shall be made available to DSA upon request (refer to PR 13-01 for additional information).

2.2 Category 2 – Inspector’s Comprehension of the Construction Documents

The PI must study and fully comprehend the requirements of the construction documents in order to provide personal competent inspection of the work. It is necessary for the inspector to possess a thorough understanding of the requirements of the plans and specifications *before* that portion of the work is performed.

The inspector must:

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

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

2.3 Category 3 – Continuous Inspection of the Work

Continuous inspection means complete and timely inspection of every part of the work, including any and all work beyond the inspected structural, fire and life safety and accessibility portions of the work, such as mechanical, electrical, plumbing, etc. CAC requires prompt inspection of all the work as it progresses. CAC also requires that prompt verbal notification be made to the contractor of any deviation so that the deviation can be immediately corrected.

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

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

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

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

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

2.4 Category 4 – Records of Inspections

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

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

2.5 Category 5 – Communications Required of the Inspector

The PI must, during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, the school district and the contractor. The PI must maintain records of all significant communications. These records must be readily accessible (per Section 2.1 above) and maintained in an organized manner. The date and recipients of all communications must be clearly indicated.

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

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

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

2.5.1 Notifications to DSA

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

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

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

2.5.2 Inspector's Semi-Monthly Reports

(See CAC Section 4-337.) The PI must prepare and submit detailed semi-monthly reports (on the 1st and 16th of every month) summarizing progress of construction for the previous two-week period. The semi-monthly report must be completed on the form DSA 155 and submitted in accordance with the procedures described in PR 13-01.

2.5.3 Deviation Notices

(See CAC Section 4-342(b)6.) When the PI identifies deviations from the DSA-approved plans and specifications, they must verbally notify the contractor. If the deviation is not immediately corrected, the PI is required to promptly issue a written notice of deviation (form DSA 154) to the contractor and submit electronically as prescribed in PR 13-01. The PI shall contact DSA field staff by email at least 48 hours prior to scheduled work covering up uncorrected deviations. The status and resolution of all

deviations must be documented on semi-monthly reports (form DSA 155).

2.5.4 Record of Communications to the Responsible Design Professional(s)

All uncertainties in the PI's or contractor's comprehension of, or identification of, seeming errors in the documents must be reported in writing (email is acceptable) to the responsible design professional(s).

2.5.5 Reporting for Projects with Work Stoppage

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

2.5.6 Verified Reports

(See CAC Section 4-336.) The PI shall submit verified reports (forms DSA 152, DSA 6-PI and, when applicable, DSA 152-IPI) directly to DSA, the responsible design professional(s) and the school district as described in PR 13-01.

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

2.6 Category 6 – Inspector's Monitoring of the Testing and Special Inspection Program

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

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

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

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

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

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

1. Soils and Foundations:

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

- a. Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.
 - b. Foundation excavations are extended to proper depth and have reached proper material.
 - c. Materials below footings must not contain loose material, mud, organic silt, organic clays, or peat.
2. Structural wood framing:
- a. High-load diaphragms per CBC Section 1705A.5.1.
 - b. Field installed bracing of metal-plate-connected wood trusses per CBC Section 1705A.5.2.
 - c. Structural wood per CBC Section 1705A.12.1 for wind resistance, and Section 1705A.13.2 for seismic resistance.
3. Concrete pre-placement and placement per CBC Sections 1705A.3.5 and 1705A.3.6 for cast-in-place concrete pad or strip footings, stem walls, or non-structural slab-on-grade (e.g., the slab does not transfer lateral loads, miscellaneous site concrete, etc.). Items inspected or verified shall include all applicable compliance items in relevant sections in ACI 318, CBC Section 1705A.3, and Table 1705A.3 not assigned to the batch plant SIs or the LOR in the form DSA 103.
4. Cold-formed steel light-frame construction per CBC Section 1705A.12.2 for wind resistance, and Section 1705A.13.3 for seismic resistance, none of which involves welding of cold-formed steel,
- a. **Exception:** Welding of cold-formed steel requires an SI unless DSA provides prior written approval for the PI to perform those special inspections.
5. Architectural components for seismic resistance per CBC Section 1705A.13.5.
- a. **Exceptions:** The following require an SI unless DSA provides prior written approval for the PI to perform those special inspections:
 - i. Masonry veneer. (**Note:** The PI must have a DSA Masonry Special Inspector Certification to perform this special inspection.)
 - ii. Proprietary systems or products, including anchorage systems, having recognized code evaluation reports (see *IR A-5: Acceptance of Products, Materials and Evaluation Reports*) specifying special inspection. (**Note:** Prior written approval by DSA for the PI to perform special inspections is not required for anchorage of non-structural components identified as exempt in the Appendix of form DSA 103.)
6. Access floors per CBC Section 1705A.13.5.1.
7. Plumbing, mechanical and electrical component installation and anchorage for seismic resistance per CBC Section 1705A.13.6.
- a. **Exception:** The following requires an SI unless DSA provides prior written approval for the PI to perform those special inspections:

- i. Proprietary systems or products, including anchorage systems, having recognized code evaluation reports (see IR A-5) specifying special inspection. (**Note:** Prior written approval by DSA for the PI to perform special inspections is not required for anchorage of non-structural components identified as exempt in the Appendix of form DSA 103.)
- 8. Exterior insulation and finish systems per CBC Section 1705A.17.
- 9. Fire-resistant penetrations and joints per CBC Section 1705A.18.

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

2.7 Category 7 – Supervision of Assistant Inspectors

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

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

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

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

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

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

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

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

3. DSA OVERSIGHT

Each DSA regional office has field engineers who conduct oversight of the project through review of documents and construction site visits. Each site visit typically includes the following:

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

3.2 Project Inspector Performance Review

The DSA field engineer may evaluate PI and AI performance of code

required duties for, and administration of, the project using the form DSA 119. The purpose of the performance review is as follows:

To verify:

- 3.2.1** Continuous inspection of all work, including any portion performed by AIs.
- 3.2.2** Comprehension of the DSA-approved construction documents.
- 3.2.3** Proper monitoring of the entire testing and inspection program (structural and non- structural).
- 3.2.4** Proper PI supervision of AIs.
- 3.2.5** Proper communications/notifications to DSA and others as well as response to, or appropriate action taken, based on prior DSA communications.
- 3.2.6** Completeness of PI records as described in the job file list in Section 2.1 above. To communicate:
- 3.2.7** With the PI and responsible design professional regarding the PI's performance.
- 3.2.8** Any project documentation or other issues during construction, such as PI's proper noting and communication of deviations and their resolutions, to facilitate timely project certification.

The form DSA 119 is a project record which is maintained in DSA project files as well as posted both in DSA's electronic submittal system (DSAbox) and the Project Inspector Performance Review Box.

3.3 Observation of Construction by DSA

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

3.4 DSA Field Trip Notes

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

F. LIMITATIONS

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

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

G. RESTRICTIONS ON LOBBYING AND CONTACTS

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

H. STATEMENT OF QUALIFICATIONS AND FEE PROPOSAL

1. General Information / Instructions - Statement of Qualifications

- 1.1.** The District is inviting Statements of Qualifications and Fee Proposals for the "Project" which shall require coordination, administration, consulting and advice, and related services.
- 1.2.** The District seeks to identify teams with a record of excellence in efficient planning and project delivery. The firms must have extensive experience related to educational facilities, and DSA policies and procedures.
- 1.1.** The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. The 15-page limit (as if printed single sided) shall cover Sections 2.1 thru 2.4 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm. Additional information about the firm and/or personnel may be placed in an Appendix which would not count against the 15-page limit.

2. Content – Statement of Qualifications

- 2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone, email address(es) and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background

and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

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

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

2.2 Firm Information

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

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

2.2.2 Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.

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

2.2.3.1 Name of project and client,

2.2.3.2 Scope of projects, description of services provided,

2.2.3.3 Contact person, telephone number and email address,

2.2.3.4 Firm person in charge of each project,

2.2.3.5 Construction dollar value of each project.

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

2.4 Professional Fees

Firms shall provide a detailed fee proposal. **Proposals are required to have separate not-to-exceed fees for each school site.**

2.4.1 Include a line item for a 25% contingency to the proposed fee. The proposed fee with the 25% contingency will be considered the not-to-exceed fee for the Project. The contingency will be to cover potential additional services and shall be subject to District approval.

Breakdown of Fee Proposal shall be submitted as follows:

- 1. Proposed Fee to include required duties per DSA IR A-8, attending project meetings, performing inspections and project close-outs.**
- 2. Contingency of 25% of Proposed Fee**
- 3. Not-to-Exceed Fee (Proposed Fee plus 25% Contingency)**

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

- 2.4.2** Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Also note the time period that the fee schedule would apply and shall include the period covering the project duration.

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

- 2.4.3** **Consultant shall indicate their capacity to provide services for one or concurrently for more than one school site (i.e., 2 or 3 sites).**

- 2.4.4** **The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more respondents.**

- 2.5 Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. Indicate any other data that may assist the District in understanding firm's qualifications, capacity and/or expertise. This additional data shall be in an Appendix and will not be counted in the 15-page SOQ limit.

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

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

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

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

I. DISTRICT'S EVALUATION / SELECTION PROCESS – STATEMENT OF QUALIFICATIONS

- 1.** Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
- 2.** After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s). Any comments or objections to the form of Agreement attached hereto as **EXHIBIT A** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
- 3. District Investigations -** The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms.

J. FINAL DETERMINATION AND AWARD

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

2. The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.
3. The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

END OF RFQ/P

EXHIBIT A

PROJECT INSPECTOR OF RECORD SERVICES AGREEMENT

This PROJECT INSPECTOR OF RECORD SERVICES AGREEMENT (“**Agreement**”) is made and entered into this ___ day of _____, 202_, between the OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district (“**District**”), and [INSPECTOR’S NAME] (“**Inspector**”). The District and Inspector may be referred to herein individually as “**Party**” or collectively as “**Parties**.”

RECITALS

A. WHEREAS, the District intends to engage [CONTRACTOR] (“**Contractor**”) to perform certain construction services for that Project, pursuant to that certain contract entered into by and between the District and the Contractor (the “**Contract Documents**”). For the purposes of this Agreement, the term “**Project**” shall mean the work to be performed by the Contractor under the Contract Documents.

B. WHEREAS, the Project is subject to the jurisdiction of the California Department of General Services, Division of the State Architect (“**DSA**”).

C. WHEREAS, in connection with construction of the Project, the District is required by applicable law to retain the services of a Project Inspector of Record who holds the DSA Certification (as defined below).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Inspector agree as follows:

Section 1. Scope of Work. Inspector shall furnish those services specified in this Agreement, including, but not limited to, Section 4, for the Project further identified as:

[PROJECT NAME]

DSA Application No. [INSERT APP NUMBER]

Section 2. Inspector Qualifications. The Inspector shall, at all times during this Agreement, be qualified and duly approved and authorized by DSA to conduct inspection services, and shall at all times maintain the proper qualifications (“**DSA Certification**”) to perform the duties of, and act as, a general building inspector on school building construction projects or modernization projects of the type and classification of the Project. The Inspector represents and warrants that its DSA Certification has not, either at the time of this Agreement or at any time previously, expired, been revoked, suspended, or withdrawn, or otherwise declared invalid.

Section 3. Verification of DSA Certification Status. The Inspector authorizes the District to confirm with DSA the status and history of the Inspector’s DSA Certification. Inspector shall promptly provide verbal or written permission to DSA as required to release information regarding the Inspector’s DSA Certification consistent with this Agreement.

Section 4. Inspection Services. The Inspector shall, with respect to the Project, discharge the duties and responsibilities of an inspector of record as specified in currently applicable law, including

but not necessarily limited to Title 24 of the California Code of Regulations (“**CCR**”), and the most recently published (currently 6/7/22) DSA Interpretation of Regulations (“**IR**”) A-8 (collectively, “**Inspection Services**”). The Inspection Services shall include, but are not limited to, the following:

- a. The Inspector shall act under the direction of the District’s architect or structural engineer (“**Design Professional**”). The Inspector shall be responsible, however, to DSA for the enforcement of the plans and specifications for the Project.
- b. The Inspector’s responsibilities shall include:
 - i. Complying with all inspection requirements required by DSA, including, but not limited to, any applicable DSA rules, regulations, procedures, IR, or other issuances or orders from DSA controlling Inspector’s provision of Inspection Services (collectively, “**DSA Regulations**”). The DSA Regulations applicable to this Agreement include, but are not limited to, the requirements and guidelines set forth in the DSA Form 152 Inspection Card Manual, DSA IR A-8, and DSA Procedure 13-01, as such may be amended from time to time by DSA.
 - ii. Ensuring that the correct quantity of project inspection cards (DSA Form 152) are issued for the Project. The Inspector is required to be in possession of the necessary DSA Form 152s before commencement of construction of the Project.
 - iii. Obtaining a copy of the construction documents approved by DSA for the Project, including the plans and specifications (“**DSA Approved Documents**”) from the Design Professional.
 - iv. Providing personal, competent, adequate, and continuous construction inspections of all aspects of the construction of the Project.
 - v. Having a thorough understanding of all requirements of the construction documents for the Project.
 - vi. Inspecting all portions of the construction of the Project for compliance with the requirements of the DSA Approved Documents.
 - vii. Identifying, documenting, and reporting deviations in the construction of the Project from the DSA Approved Documents.
 - viii. Submitting verified DSA Form 6-PI reports, noting any outstanding deviations in the construction of the Project from the DSA Approved Documents.
 - ix. Obtaining a copy of the DSA approved “Statement of Structural Tests and Special Inspections” (DSA Form 103) from the Design Professional before the commencement of construction on the Project.
 - x. Meeting with a District representative, the Design Professional, and the contractor(s) as often as is needed (but not less than weekly) to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the Project.

- xi. Meeting with the “Laboratory of Record” to mutually communicate and understand the testing and inspection program and methods of communication appropriate for the Project.
- xii. Immediately notifying the DSA Regional Office (with simultaneous notification to the District’s Construction Manager, Counterpoint, hereinafter referred to as the “**Project Manager**”) with construction oversight authority over the Project, by telephone or electronically, if (1) construction on the Project commences without all required DSA Form 152s in the possession of the Inspector; or (2) applicable sections of DSA Form 152s have not been signed off by the Inspector and the contractor proceeds with construction activity that will conceal the unapproved work.
- xiii. Utilizing information found in the DSA Form 152 Inspection Card Manual to ensure necessary tests and inspections are completed and that necessary documents are in the Job File (defined in Section 4(c)(iii)) before approving or otherwise signing off on each applicable block and section of the DSA Form 152s.
- xiv. As required by DSA Regulations and the California Building Code (“**CBC**”), (1) providing “special inspection” of aspects of the construction allocated to the Inspector on the “Test or Special Inspection List” (DSA Form 103), (2) providing “special inspection” of aspects of construction requiring special inspection by Title 24 of the CCR. Any changes to the Inspector’s responsibilities shown on the DSA Approved Documents (including DSA Form 103) must be approved by change order or field change document (DSA IR A-6) prior to proceeding with the related construction work.
- xv. Inspector shall become familiar with the Project plans and specifications, other Contract Documents and all Contractors’ operations during all phases of the Project.
- xvi. Inspector shall maintain an effective working relationship with the Contractor, District personnel, and the Design Professional.
- xvii. Inspector shall personally observe, check, and measure items used on the project for compliance with the Contract Documents and technical instructions from the Design Professional.
- xviii. Inspector shall be tactful, firm and fair in insisting that Contractors adhere to the Contract Documents.
- xix. Inspector shall inspect all materials promptly upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition and monitor materials that are installed.
- xx. Inspector shall attempt to foresee methods or materials which will not be acceptable and immediately bring those facts to the District’s representative,

Design Professional's and Contractor's attention, in order to avoid removal of work already in place.

- xxi. Inspector shall actively assist the Contractor in securing decisions and clarifications from the District, the Design Professional or DSA.
- xxii. Inspector shall exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.
- xxiii. Inspector shall monitor time and material work by accounting for materials used in logging actual time the Contractor worked on the task upon request by the District or the Design Professional.
- xxiv. Inspector shall review Contractor's payment requests to help ensure that they accurately reflect progress on the Project.
- xxv. Inspector shall report to the District and the Design Professional when any related work is being installed prior to shop drawings having received final approval from the Design Professional.
- xxvi. If Inspector observes obvious safety violations or concerns, then Inspector shall put the Contractor on notice and advise the District.
- xxvii. Inspector shall attempt to foresee the need for all required tests and inspections, and coordinate scheduling with Contractor and testing lab in advance to ensure the Project is not delayed.
- xxviii. Inspector shall timely arrange for all tests and inspections which are requested by the District or the Contractor, arrange for prompt notification of Design Professional of the tests and inspections, and record the Design Professional's approval or rejection.
- xxix. Inspector shall coordinate and monitor on-site testing and ensure that all required tests are performed by the selected testing laboratory, or others as specified in the Contract Documents.
- xxx. Inspector shall check and report to the District, the Design Professional and laboratory indicating defective materials or other problems and seek instructions regarding how to proceed.
- xxxi. Inspector shall review billings from testing laboratories to see that billings reflect only tests actually requested and performed.
- xxxii. Inspector shall advise the District (or the District's representative) and the Design Professional of circumstances surrounding requested changes in work.

- xxxiii. Inspector shall report to the District (or the District's representative) and the Design Professional verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and (3) work performed or materials used which are not in conformance with the Contract Documents.
- xxxiv. Inspector shall note the Design Professional's verbal instructions to the Inspector during field supervision trips in the Inspector's Daily Log for that day or in the Field Instruction Sheet.
- xxxv. Inspector shall help make sure that the required record as-built drawings are accurately marked daily, or as required.
- xxxvi. Inspector shall, upon request, provide the District with a written report regarding each Contractor's performance of the Project.
- xxxvii. Inspector shall certify at completion of the construction on acceptable forms, that all materials used were in good condition and comply with the Contract Documents, that all work was performed in accordance with the Contract Documents and that the Project was constructed according to the Contract Documents.
- xxxviii. Inspector shall assist the District (or the District's representative) and the Design Professional in the final inspection, punch list and Project acceptance/closeout phase.
- xxxix. Inspector shall agree to timely and properly complete all reports requested by the District, DSA, the Design Professional, or as required by law. Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

c. The Inspector is required to:

- i. *Perform Continuous Inspections.* The Inspector must have actual personal knowledge of the continuous construction of the Project, obtained from their personal continuous inspection of the Project during all stages of its progress when work is performed at the Project site. For work performed at locations other than the Project site, the Inspector must have personal knowledge obtained through the reporting of others on the testing or inspection of materials and workmanship for compliances with the plans, specifications, or applicable standards for the Project.

Continuous inspection means complete and timely inspections of every part of the construction of the Project, as the work progresses. Verbal notification of a deviation shall be promptly made to the contractor(s) performing the non-conforming work, so that the deviation may be immediately corrected. In the event the contractor fails to immediately correct any non-conforming work, then the Inspector shall provide a written notice of deviation, as provided in Section 4(c)(vii).

- ii. *Relationship to the Design Professional.* The Inspector shall work under the general direction of the Design Professional. The Inspector shall promptly report to the Design Professional (and the District's Project Manager) any perceived inconsistencies or errors in the Project plans and specifications for the Design Professional's interpretation or instruction. In no case, however, shall the Design Professional's instruction cause work to be performed that is not in conformity with the DSA Approved Documents.
- iii. *Job File.* The Inspector shall maintain a file including, but not limited to, approved plans and specifications (including all approved addenda and change orders), all Daily Reports, and complete and accurate testing and inspection records with respect to all records for the Project ("**Job File**"), and shall immediately return any unapproved documents to the Design Professional for proper action. The Inspector shall have and maintain on the Project site at all times all codes and documents referred to in the plans and specifications for the Project. The Job File shall be kept and maintained in an organized manner and readily accessible to DSA during site visits. The Inspector shall make the Job File available to the District's construction manager and/or its Superintendent and any members of the District's staff at the direction of the District.

At the completion of construction, the Inspector shall provide a copy of the Job File, with the exception of building codes and standards, to the District for its permanent records. The Job File shall include all records required to be maintained by the Inspector by DSA regulations including without limitation IR A-8 and DSA Procedure PR 13-01. Consistent with the requirements of DSA, the Job File should be maintained in electronic format, and it shall be sufficient if the Job File is maintained by the Inspector within the DSA's electronic database.

The Inspector shall make a copy of the Job File available to DSA on request, and shall submit a portion of the Job File to DSA when (1) the Inspector's services are terminated for any reason before completion of the Project; (2) the Project is substantially complete; or (3) work on the Project is suspended for more than one (1) year. The portion of the record submitted to DSA pursuant to this subsection shall be that portion described in Section 3 of DSA Procedure PR 13-01.

Additionally, the Job File shall comply with Government Code Section 8546.7, which authorizes the State Auditor and public entities, for a period of three (3) years following final payment to the Inspector, to review, audit or copy records of contracting parties with respect to each contract providing for expenditure of public funds in excess of ten thousand dollars (\$10,000). Therefore, the Inspector shall maintain and make such records available at all reasonable times during any period which services are provided for the Project and for three (3) years from the date of the final District payment to the Inspector pursuant to this Agreement. Prior to destruction of any records, Inspector shall notify District of its intent to destroy such records. District shall notify Inspector within sixty (60) days of receipt of notice if the District desires that said records be sent to the District, and the Inspector shall deliver all such records to the District.

- iv. *Inspector's Semi-Monthly Reports.* The Inspector shall keep the District and the Design Professional thoroughly informed as to the progress of the work by making semi-monthly reports in writing, as required by applicable rules including without limitation Section 4-342 of Part 1 of Title 24 of the CCR ("**Semi-Monthly Reports**"). The Semi-Monthly Reports shall be made utilizing DSA Form 155. Unless otherwise required by law or regulation of DSA, the Semi-Monthly Reports shall be made and submitted electronically on the 1st and 16th of every month consistent with DSA IR A-8. Copies of the Semi-Monthly Reports shall be provided electronically, unless otherwise requested, to the Design Professional, the District, and DSA.
- v. *Inspector's Daily Reports.* The Inspector shall keep the District and, if requested in writing, the Design Professional, thoroughly informed as to the progress of work on the Project. This duty shall include, but not necessarily be limited to submitting detailed daily reports ("**Daily Reports**") for each day that the Inspector is on the site to the District and, as requested, the Design Professional.

The Daily Reports shall give a daily detailed account of all activities occurring during the life of the project. A minimum of one report should be completed for each day that the Inspector is at the site, beginning with the date work begins and carried to the date that the project is completed and accepted, whether or not work is performed on the project. Additional reports shall be used as necessary to report the various operations that are performed on the project, such as night operations and/or multiple shift work. The Daily Reports shall be transmitted to the District Project Manager with copies to the Contractor not less than once per week.

The Inspector and each person performing Inspection Services on the Project shall complete and submit a Daily Report. The Daily Reports shall be completed with information which is legible and written either with ink or lead pencil. Inspector shall provide Daily Reports which are neat, orderly, and that give a complete account of the daily activities. Information needed to complete the report should include, but is not limited to the following:

1. The names of any and all persons performing services for Inspector;
2. Date, weather, hours worked, forces, and equipment.
3. Detailed description of operation.
4. Detailed information concerning delays encountered.
5. Errors noted and changes needed or made.

6. Contact with utility companies.
7. Samples taken.
8. Checks made such as depth, width, correctness of cut/fill slopes, etc.
9. General comments on operations inspected.
10. Visitors and their comments.
11. Any other information or observations as may be requested by the District or deemed relevant by the Inspector.

The preceding items are given as a minimum, and are not intended to limit information required to be placed in the Daily Reports. Inspector shall use his/her judgment and comply with the direction of the Design Professional and District's Project Manager to determine what additional information is necessary to provide a factual record of the daily activities.

The Inspector's Daily Report shall be completed on a form substantially similar to the attached **Exhibit A** or as otherwise agreed upon with the District's Project Manager in advance. The Inspector's Daily Report shall address each item of information in the accompanying **Exhibit A**.

- vi. *DSA Notifications.* The Inspector shall notify DSA, as required by applicable rules including without limitation Section 4-342(b)(5) of Part 1 of Title 24 of the CCR, of (1) the start of work on the Project; (2) at least forty-eight (48) hours before the completion of foundation trenches; (3) at least forty-eight (48) hours before the first foundation concrete placement and twenty-four (24) hours in advance of any subsequent and significant concrete placement; and (4) anytime the work on the Project is suspended for more than two (2) weeks. Such notification shall be made on DSA Form 151, and sent electronically to DSA. For purposes of the "start of work," the Inspector shall use the date on which the contractor mobilizes on the Project site to begin work on the Project. Notifications required by this Section shall be made in writing, with email notification sufficient to satisfy this requirement to the extent accepted by DSA. All notifications made to DSA pursuant to this section shall simultaneously be made to the District's Project Manager. The Inspector shall be responsible for entering the "Card Start Date" on DSA Form 152 and submitting the DSA Form 151.
- vii. *Written Notice of Deviation.* If a deviation, following verbal notification to a contractor of a deviation in construction on the Project from the DSA approved plans, is not immediately corrected, then the Inspector shall promptly issue a written notice of deviation to the contractor, with a copy sent electronically to the Design Professional, the District, and DSA. The written notice of deviations shall

be made utilizing DSA Form 154. The status and resolution of all deviations must be documented on the Semi-Monthly Reports.

- viii. *Report to Design Professionals.* The Inspector shall report to the Design Professional and the District in writing all uncertainties in the Inspector or contractors' comprehension of the DSA Approved Documents.
- ix. *Monitoring of Materials Testing and Special Inspection Program.* The Inspector shall be responsible, under the direction of the Design Professional, for monitoring the work of any special inspectors and materials testing laboratories to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA Approved Documents.

The Inspector shall monitor the following aspects of the "Materials Testing and Special Inspection Program":

1. Identify and report any special inspectors on the Project site that are not DSA-approved;
2. Verify that the materials testing laboratory is included on the "List of DSA Accepted Testing Laboratories" published on the DSA website at <https://www.apps.dgs.ca.gov/tracker/ApprovedLabs.aspx>, and that all sampling and testing is performed by the testing laboratory;
3. Verify that the materials testing lab and special inspectors have received sufficient advance notice to perform the required material sampling or special instruction;
4. Verify that all required material sampling and special inspections have been performed, and to observe any special inspector's on-site presence, performance of duties, the special inspector's documentation of complying and non-complying work, and the issuance of deviation notices; and
5. Review all materials tests and special inspection reports, and report the status and resolution of deviations reports by any materials testing lab or special inspector on the Semi-Monthly Reports.

- x. *Reporting for Project with Work Stoppage.* The Inspector shall comply with any specific instructions from DSA, for additional reporting and/or oversight of construction or otherwise, arising in connection with a documented non-compliant condition that causes, or results in, a work stoppage. Such additional reporting may be required in the case of a Stop Work Order, Order to Comply, or Request for District/Owner to Stop Work, arising in accordance with DSA IR A-13.

- xi. *Verified Reporting.* Consistent with the requirements of applicable rules including without limitation Section 4-336 of Part 1 of Title 24 of the CCR, the Inspector shall electronically submit verified reports ("**Verified Reports**"), utilizing DSA Form 6-PI and DSA Form 152, as appropriate, directly to DSA (with copies to the Design Professional and District) when any of the following occur:

1. Work on the Project is suspended for more than one (1) month.
 2. Inspector is terminated for any reason prior to the completion of the Project, and termination is not a result of a work stoppage.
 3. DSA requests a Verified Report.
 4. The District occupies any building involved in a Project before the completion of the entire DSA approved scope of work for the Project.
 5. The Project is substantially complete. For the purposes of this Agreement, “**substantially complete**” shall mean that the Project is sufficiently complete in accordance with the DSA Approved Documents that the District may occupy or utilize the Project for its intended use, as determined by the District and the Design Professional.
- xii. *Approval of DSA Form 152.* The Inspector shall sign-off on applicable blocks and sections of DSA Form 152 when: (1) the completed work is in compliance with the DSA Approved Documents; (2) all necessary testing and inspections are complete; (3) any deviations from the DSA Approved Documents are resolved; (4) any DSA field trip note issues are resolved; and (5) all necessary documents are received by the Inspector. If any block or section is not applicable to the construction of the Project, the Inspector shall enter “NA” and initial.
- d. The Inspector is prohibited from performing functions associated with actual construction work, including, but not limited to: (1) constructing any portion of the Project; (2) ordering or purchasing materials; (3) directing the work of the contractor, subcontractor, volunteer labor, or any other entity performing construction work on the Project; (4) coordinating or scheduling the work on the Project; or (5) performing “quality control” of construction.

Section 5. Conflict of Interest in Employment of Inspector. Inspector hereby warrants that Inspector is not employed by a construction manager, project manager, or laboratory performing work for, or otherwise under contract with, the District, either for the Project or any other project of the District. To the extent the Inspector is employed by a construction manager, project manager, or laboratory performing work on another project of the District, other than the Project, that commenced prior to the District’s, such conflict shall not bar the Inspector from providing Inspection Services to the District for the Project, provided the construction manager, project manager, or laboratory are not performing work, or otherwise under contract to perform work, on the Project.

Section 6. Compensation. In exchange for the Inspector’s performance of the Inspection Services set forth in this Agreement, and as otherwise required by law or regulation, the District agrees to pay the Inspector as stated in **Exhibit B** to perform the Inspection Services required by in this Agreement.

- a. The aforementioned rate shall constitute the only compensation that the District shall owe to the Inspector, and is agreed upon as full compensation and consideration for Inspector to take all required actions, and incur all necessary expenses, which are required for Inspector to perform the Inspection Services required by this Agreement.

- b. Invoices shall be submitted monthly, in a form acceptable to the District.
- c. Invoices shall not be submitted, and the District shall have no obligation to provide compensation, until the Daily Reports have been submitted to, and accepted by, the District.
- d. As a precondition of any payment, Inspector shall complete daily timecards certifying the accuracy of the number of hours for which the Inspector is seeking payment. Inspector shall submit with its Daily Reports (on a weekly basis as described in section 4(c)(iv) above).
- e. District shall pay undisputed invoices within thirty (30) days of receipt from the Inspector. The District may, within fifteen (15) days of receipt of a payment request from Inspector, reasonably request additional information and supporting documentation, in which case the District's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes Inspector to submit such information or documentation.
- f. The District may withhold final payment to the Inspector, following the completion of construction of the Project, until the Inspector has delivered the Job File to the District as required by this Agreement and DSA Procedure PR 13-01. Inspector shall not be reimbursed for any expenses unless authorized in writing by District in advance.
- g. Inspector agrees to be available when required, coordinated, or as directed by the District, or agreed to by mutual consent from the first day of work on the Project until completion.
- h. The District may reduce the inspection time on the Project as necessitated by Project delays, non-critical activity or as the project nears completion.
- i. Inspector shall bill the District at the hourly rate above only for time any Inspector is actually on the Project site performing the Inspection Services required by this Agreement.
- j. Notwithstanding anything herein to the contrary, if Inspector can provide documentary evidence demonstrating to the District's satisfaction that this contract required it to procure insurance of types or amounts not possessed prior to this agreement, District shall reimburse Inspector for the associated cost of the increased insurance premium.

Section 7. Term of Agreement. This Agreement shall commence on the date of execution of this Agreement by all Parties, and shall continue until one of the following occurs:

- a. The District declares the project complete and/or files a Notice of Completion with the County Recorder's Office;
- b. The Project is indefinitely suspended or abandoned prior to completion, upon written notice by the District to the Inspector. This provision shall not result in the termination of the agreement where the District intentionally suspends work on the Project for any specified period of time;
- c. Funding for the Project is not received by the District, or is denied by the State Allocation Board ("SAB"), the Office of Public School Construction ("OPSC"), or the State of California ("State"), upon written notification by the District to the Inspector;

- d. The District decides that the Inspector's performance under the Agreement is unsatisfactory, and terminates the Agreement pursuant to Section 9, or for convenience under Section 10; or
- e. The Inspector is not approved by DSA to perform the Inspection Services for the Project.

Section 8. **Violations.** If the Inspector either (a) fails, neglects, or refuses to notify a contractor of any work on the Project that does not comply with the requirements of the DSA Approved Documents, or (b) fails, neglects, or refuses to report immediately, in writing, any such violation to the Design Professional, to the District, and to DSA, such failure, neglect, or refusal shall constitute a violation of the Field Act and this Agreement, and shall be cause for DSA to take action, and for the District to terminate this Agreement at its discretion pursuant to Section 9.

Section 9. **Termination for Cause.** This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party, in the event of a substantial failure of performance by the other Party of the duties and obligations set forth in this Agreement (including but not limited to failing to maintain any of the insurance coverages required by this Agreement), provided that the Party has been provided ten (10) days notice to cure the alleged breach. In the event of a breach by the Inspector, including insolvency of the Inspector, all damages and costs associated with the termination, including increased inspection and replacement inspector costs arising in connection with the termination or underlying breach, shall be deducted from payments otherwise due to the Inspector. Except for those deductions permitted by this Section, in the event of a termination for cause, the Inspector shall otherwise be entitled to payment for all services performed to the District's satisfaction, until the date of notice of termination, plus any sums due to the Inspector for extra services, if any, which have been approved in writing by the District in advance of the provision of the services.

Section 10. **Termination for Convenience.** This Agreement may be terminated without cause by the District upon fourteen (14) days written notice to the Inspector. In the event of a termination for convenience (without cause), the District shall pay Inspector for all services performed to the District's satisfaction and approved by the District in writing up to the date of notice of termination, plus any sums due to the Inspector for extra services, if any, which were authorized and approved in writing in advance by the District. The District's right to terminate for convenience shall extend to any termination associated with the District's suspension (for any reason) or abandonment of the Project.

Section 11. **Limitation on Other Projects.** Inspector shall make this Project its priority, and shall only work on other projects which are approved in writing by the District.

Section 12. **Dispute Resolution.** The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve informally any such disputes. Each Party may thereafter initiate litigation or other proceedings as deemed appropriate by such Party.

- a. *Inspection Firm Continuation of Services.* Except in the event of the District's failure to make an undisputed payment of the Contract Price due the Inspection Firm, notwithstanding any disputes between District and the Inspection Firm hereunder, the Inspection Firm shall continue to provide and perform Project Inspector Services and authorized Additional Services pending a subsequent resolution of such disputes.

- b. *Mandatory Mediation.* All claims, disputes and other matters in controversy between the Inspection Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation.

Section 13. Insurance. Inspector shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Inspector, its agents, representatives, or employees. If Inspector can provide documentary evidence demonstrating to the District's satisfaction that this contract required it to procure insurance of types or amounts not possessed prior to this agreement, District shall reimburse Inspector for the associated cost of the new or increase in insurance premium.

- a. Coverage shall be at least as broad as:
 - i. Commercial General Liability (“CGL”): CGL on an “occurrence” basis for bodily injury and property damage with limits no less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile liability with limit no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
 - iii. Workers’ Compensation Insurance as required by the State, with statutory limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
 - iv. Professional Liability (Errors and Omissions) Insurance appropriate to the Inspector’s profession for a period of five (5) years following completion of the Project, with limit no less than five hundred thousand dollars (\$500,000) per occurrence or claim, one million dollars (\$1,000,000) aggregate.
- b. If the Inspector maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.
- c. *Additional Insureds.* The District and its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Inspector; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Inspector. General liability coverage can be provided in the form of an endorsement to the Inspector’s insurance.
- d. *Primary Insurance.* For any claims related to this Agreement, the Inspector’s insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Inspector’s insurance and shall not conflict with it.

- e. *Notice of Cancellation.* Each insurance policy required above shall state that coverage shall not be canceled, except with prior notice to the District of at least thirty (30) days (or ten (10) days for non-payment of premium).
- f. *Waiver of Subrogation.* Inspector hereby grants to District a waiver of any right to subrogation which any insurer of said Inspector may acquire against the District by virtue of the payment of any loss under such insurance. Inspector agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- g. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Inspector to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- h. *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.
- i. *Claims Made Policies.* If any of the required policies provide coverage on a claims-made basis: (a) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Inspector must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement.
- j. *Verification of Coverage.* Inspector shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the District before work commences under this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the Inspector's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 14. Indemnity. The Inspector shall indemnify, defend, and hold harmless the District against and from any and all claims, demands and liability for damage, loss or expense attributable to the injury or death of any person(s) or the damage to any property resulting from, arising out of, or in any way connected with the performance of the Agreement or work on the Project by Inspector, or its officers, agents, employees, or subcontractors. The Inspector shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, or cause of action that may be brought against the District resulting from, arising out of, or in any way connected with the performance of this Agreement by Inspector or its officers, agents, employees or subcontractors, including disputes between Inspector and its subcontractor(s). This indemnity shall survive termination of the Agreement. Nothing in this Agreement shall be construed or deemed to impose on the Inspector, or to relieve the District from, liability for the District's sole or active negligence or willful misconduct.

Section 15. **Assignment or Subcontracting.** All Inspector Services shall be deemed to be professional services. As such, the Inspector shall have no right or power to assign, sublet, transfer or otherwise substitute its interest in, or its rights and obligations pursuant to this Agreement without the prior written consent of the District.

Section 16. **Administration.** At no additional expense to the District aside from the compensation expressly provided for within this Agreement, the Inspector shall hire any and all independent contractors and consultants needed to implement and perform under this Agreement. Notwithstanding the foregoing, District will pay for all special inspections and lab work separately.

Section 17. **Independent Contractor.** The Inspector is an independent contractor and shall not be deemed or construed to be an employee, general agent or general representative of the District. Any limited agent or limited representative status conferred on the Inspector pursuant to this Agreement shall extend only so far as is reasonably necessary for the Inspector to perform its duties and responsibilities pursuant to this Agreement. The persons performing any of the Inspector Services pursuant to this Agreement on behalf of the Inspector shall at all times be under the Inspector's exclusive supervision, direction and control. The Inspector shall pay all wages, salaries, insurance benefits and other amounts due such personnel in connection with their performance of any services, including, but not limited to, services considered public works on the Project or any Inspector Services and as otherwise required by law. The Inspector shall be responsible for the preparation of all reports and payment of all obligations respecting such personnel, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

Section 18. **Conflict of Interest with District.** For the term of this Agreement, no officer, employee, or agent of the District, during the term of his or her relationship with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising herefrom. This provision shall not apply to the Inspector to the extent it is determined that the Inspector is an agent of the District as a result of being a Party to this Agreement.

Section 19. **Conflict with DSA Rules and Regulations.** To the extent either the DSA Regulations or this Agreement provide stricter requirements than the other, the stricter requirements shall apply. In the event any of the provisions of this Agreement conflict with DSA Regulations, the DSA Regulations shall govern over the Agreement relative to the Inspector's provision of Inspection Services to the extent of such conflict.

Section 20. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any particular provision hereof.

Section 21. **Prevailing Wage.** Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the District hereby requires compliance with all prevailing wage laws including without limitation the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract as established by the California Department of Industrial Relations and available at <http://www.dir.ca.gov/>.

- a. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code Section

1773.1 apprenticeship or other training programs authorized by Labor Code Section 3093, and similar purposes when the term “per diem wages” is used herein.

b. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

c. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

d. Each worker of the Inspector or any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Inspector or any subcontractors and such workers.

e. Inspector shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code Section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Inspector.

f. Copies of the determined prevailing wage rates are on file and available upon request at the District’s office and are otherwise available at <http://www.dir.ca.gov/>. Inspector shall be responsible for knowing and implementing all prevailing wage rates at all times during the Project. Inspector shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all determined general prevailing wage rates.

g. Any worker employed to perform work on the Project which is not covered by any classification available at the office of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

Section 22. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State. Any arbitration, litigation or other proceeding arising out of or related to this Agreement shall be initiated and conducted only in Alameda County.

Section 23. Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit, and no third party shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

Section 24. Severability. If any Section, subsection, paragraph, sentence, clause, or phrase contained in this Agreement shall, for any reason, become or be held by a court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining Sections, subsections, paragraphs, sentences, clauses, and phrases contained in this Agreement shall not be affected thereby and shall, to the extent possible in light of the illegal, null, or void language, continue in full force and effect.

Section 25. **Time of the Essence.** Time is of the essence with respect to this Agreement and each provision herein.

Section 26. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding concerning the provision of Inspection Services for the Project by the Inspector to the District and supersedes and replaces all prior discussions and agreements, written or oral. Each Party acknowledges that the other Party and the other Party's agents, attorneys, and other representatives have not made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty outside this Agreement.

Section 27. **Limitation of Liability.** The District's total aggregate liability to the Inspector under this Agreement shall in no event exceed the total compensation payable under this Agreement, and the District shall not be liable for any indirect, incidental, special, or consequential damages of any kind, including loss of anticipated profits or revenue.

Section 28. **Compliance with Laws.** The Inspector shall comply with all applicable federal, state, and local laws, regulations, and codes, including without limitation those relating to labor, wages, safety, public works, and licensing. Inspector further certifies that it is not debarred, suspended, or otherwise excluded from contracting with public agencies.

Section 29. **Captions and References.** The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Section, subsection, or other provision of this Agreement. Any reference in this Agreement to a Section or subsection, unless specified otherwise, shall be a reference to a Section or subsection of this Agreement.

Section 30. **Waiver.** The failure of a Party at any time to require performance by any other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

Section 31. **Notice and Demands.** Unless otherwise specified in this Agreement, all notices and demands required or permitted pursuant to this Agreement must be duly addressed as indicated below and sent via: (i) personal delivery (signature on delivery receipt requested); (ii) registered or certified U. S. Mail (postage prepaid and return receipt requested); (iii) FedEx, U.P.S., or other reliable private express delivery (signature on delivery receipt requested); (iv) by facsimile transmission (with transmission confirmation retained in sender's records); or (v) email, provided that the original of the communication is deposited into the U. S. Mail within twenty-four (24) hours after transmission, first-class postage prepaid. Any such communication shall be deemed received only upon actual receipt by the addressee. This Section shall not be construed as applying to day-to-day communications between the Parties for purposes of administering the Inspection Services or supervision of the construction of the Project, or to service of process pursuant to any applicable law or rule of court. A Party may change its below-specified name, address, facsimile number, or person to whom attention should be directed by giving notice as specified in this Section. Notices and demands must, as applicable, be addressed as follows:

To the District:

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, CA 94601
Attn: [NAME]

To the Inspector:

[INSPECTOR'S NAME]
[INSERT ADDRESS]
[INSERT EMAIL ADDRESS]

Section 32. Amendment. This Agreement may be amended or modified only by written consent duly approved and executed by the Parties.

Section 33. Due Authority. Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the Party that he or she represents to sign, and thereby bind such Party to, this Agreement.

Section 34. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signature pages may be detached from counterpart originals and combined in one (1) or more copies of this Agreement to physically form copies of this Agreement having original signatures of both Parties.

[Signature page follows]

In Witness Whereof, each of the undersigned duly-authorized representatives of the Parties have executed this Agreement on behalf of the Party that person represents.

OAKLAND UNIFIED SCHOOL DISTRICT

[INSERT INSPECTOR NAME]

_____, President, Board of Education
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

_____, Superintendent & Secretary of
Board of Education
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

_____, Chief Systems & Services Officer
Date: _____

Approval as to form:

James Traber, Esq.
Facilities Counsel, OUSD

EXHIBIT B
INSPECTOR'S RATE SCHEDULE

[To be inserted]

SPECIMEN

EXHIBIT C
LOCAL BUSINESS ENTERPRISE PROGRAM

For the local business enterprise program please reference the following included documents:

- 1) Exhibit "A" Local, Small Local and Small Local Resident Business Enterprise Program

<https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy>

- 2) LOCAL BUSINESS PARTICIPATION WORKSHEET

*** Must be included with project forms

- 3) Supplement "E" Supplement Questionnaire for Certification

(2 pages)

*** Must be included with project forms



Oakland Unified School District
Local Business Utilization

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	<input type="text"/>	Bid Opening Date	<input type="text"/>
Project Name	<input type="text"/>	Time:	<input type="text"/>
Project Number	<input type="text"/>	Project Manager:	<input type="text"/>
Proposed Total Contract Amount	<input type="text"/>	Architect:	<input type="text"/>

BASE BID AMOUNT

Proposed Total SLBE Amount (%) %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)								
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Address, City/State	Certification No. (if available)											
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TOTAL PARTICIPATION	\$	%	%	%								

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

SUPPLEMENTAL QUESTIONNAIRE FOR CERTIFICATION

E 1) To participate in the Oakland Unified School District's Local/Small Local Program, complete the common application and Supplemental C for the City of Oakland certification

E 2) Please be advised the Oakland Unified School District (OUSD) also certifies Oakland residents who own certified small local businesses in Oakland into the OUSD Small Local Resident Business (SLRB) Program. If your firm is applying for the SLRB please submit the following:

- a. Original issued government document, driver's license or valid issued identification
- b. Must show a valid picture ID
- c. Three (3) addresses for verification dated within 90 days of submittal. Must reflect the business owner's CURRENT address:
 - i. One to three utility bills from different agencies, and/or i.e., PG&E, home telephone, water, garbage, or cable
 - ii. Both automobile registration and insurance, and/or
 - iii. Homeowner's/renter's insurance policy, and/or
 - iv. Property tax statement, and/or
 - v. Official letter from a social service/government agency, and/or
 - vi. Rental/Lease Agreement or Grant Deed or Title

DECLARATION OF CERTIFICATION

The undersigned declares under penalty of perjury that the statements made in the EBIA Common Application for Local Certification, the City of Oakland Supplemental C and Oakland Unified School District Supplemental E section(s) are true and correct and include all material information necessary to identify, describe and explain the operations and locations of this firm as well as the ownership thereof. I understand that OUSD relies on the statements and representations contained in this Certification Application and Supplemental Questionnaire. I further understand that any false statements or material misrepresentations will be grounds for termination of any contract which may be awarded, grounds for further penalties including debarment from participation in future OUSD contracts, grounds for De-Certification and grounds for possible prosecution under Federal or State laws concerning false or fraudulent representations.

Company Name

Name (Print)

Title

Authorized Signature

Date

EXHIBIT D

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

- Inspector’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Inspector’s services under this Agreement.

- Inspector’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Inspector’s services under this Agreement, and Inspector certifies its compliance with these provisions as follows: “Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

- Inspector’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Inspector’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Inspector’s services under this Agreement.

- Inspector’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Inspector’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - Continual supervision and monitoring of all Inspector’s on-site employees of Inspector by an employee of Inspector, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - Surveillance of Employees by District personnel.

Megan's Law (Sex Offenders). Inspector shall verify and continue to verify that the employees of Inspector that will be on the project site and the employees of the subconsultant(s) that will be on the project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY INSPECTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Inspector entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Inspector.

INSPECTOR

By: _____
Name: _____
Title: _____
Date: _____

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

DISTRICT

By: _____
Name: _____
Title: _____
Date: _____