

**REQUEST FOR QUALIFICATIONS (RFQ)
INSPECTOR OF RECORD SERVICES
RFQ # V21/22-006**

NOTICE IS HEREBY GIVEN that the La Mesa-Spring Valley School District ("District") is requesting qualified persons, firms, partnerships, associations, or professional organizations to provide inspector of record services for upcoming District facility improvement or selected projects under and in connection with the District's Measure V Bond Program ("Program"), and potentially projects utilizing other funding sources including, but not limited to, grants and state bond funds ("Project(s)").

Respondents to this Request for Qualifications ("RFQ") should email their Statement of Qualifications ("SOQ"), as further described herein, to:

measurevprocurement@lmsvschools.org

ALL RESPONSES ARE DUE BY 2:00 p.m., ON April 22,2022. Any SOQ received after that date and time will not be accepted and will be returned unopened.

Mark pdf: "Statement of Qualifications for Inspector of Record Services." Late submittals will not be accepted or considered.

Each submittal must conform and be responsive to the requirements set forth in this RFQ.

District reserves the right to waive any informalities or irregularities in received submittals. Further, District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFQ please email measurevprocurement@lmsvschools.org before 2:00p.m on April 05, 2022. Questions must be submitted in writing and answers will be posted on the District website by 6:00 p.m. on April 12, 2022.

RFQ RESPONSE SCHEDULE SUMMARY:

The District reserves the right to change the dates on the schedule without prior notice.

EVENT	DATE/TIME
RFQ Released	March 23, 2022
Deadline to submit questions in writing	April 05, 2022 at 2:00 p.m.
Addendum Deadline	April 12, 2022 at 6:00 p.m.
Proposals Due via email	April 22, 2022 at 2:00 p.m.
Notice of Decisions	Week of May 09, 2022

I. BACKGROUND AND OVERVIEW

La Mesa-Spring Valley School District ("District") serves more than 11,000 K-8 students within 21 schools. The District is the 4th largest elementary school district in San Diego County. Focusing on the "whole child," the District's mission is to nurture the character and heart of children as well as to educate. The District is seeking Statements of Qualification ("SOQ") in response to this Request for Qualifications ("RFQ") from experienced entities to provide inspector of record services for upcoming District facility improvement projects.

At this time the District is requesting only qualifications from respondents interested in being considered for project inspector services for the District's projects. Based upon the information presented in the SOQs, the District's selection committee will create a pool of qualified firms which may be selected for future consideration to provide project inspection services for certain projects. The selected firms will be requested to respond to a request for proposals, at which time they will develop a detailed scope of services, proposed fee, and schedule.

A. LIMITATIONS

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

The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ.

SOQs and any other supporting materials submitted to the District in response to this RFQ 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, SOQs 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 SOQ.

B. FULL OPPORTUNITY

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

C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board ("Board"), Committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein in Section IX (Submission Guidelines) below. Any such contact shall be grounds for the disqualification of the firm submitting a SOQ.

D. POOL OF QUALIFIED APPLICATIONS AND RECERTIFICATION

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

II. SCOPE OF REQUIRED SERVICES

The anticipated scope of services is set forth at **Exhibit "A"** to the District's form of Agreement for Professional Services, which is distributed with this RFQ as **ATTACHMENT "A"** and incorporated herein by this reference. The exact scope of services, however, will be negotiated with the selected firm and finalized in any resulting contract.

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

III. CONTRACTUAL REQUIREMENTS

Selected firm(s) must be able to execute the District's standard agreement. (A Copy of the District's Agreement for Professional Services is attached to this RFQ as ATTACHMENT "A.") Firms responding to this RFQ must acknowledge that they have reviewed the agreement and must agree to the indemnity and insurance provisions contained in the District's standard agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's standard agreement.

IV. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES

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

V. CONFLICT OF INTEREST

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

VI. ASSIGNMENT

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

VII. STATEMENT OF QUALIFICATIONS

A. SUMMARY OF REQUIRED QUALIFICATIONS

The scope of services includes full Project inspection services for the relevant Project(s). Extensive experience with the Office of Public School Construction ("OPSC"), Division of State Architect ("DSA"), and Title 24 of the California Code of Regulations is **mandatory**.

B. FORMAT REQUIREMENTS

Firms submitting SOQs in response to this RFQ must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and shall not exceed sixteen (16) single-sided pages or eight (8) double-sided pages, not including the cover letter, table of contents, divider tabs, resumes, samples of work, and fee schedules. Each SOQ shall include a Front Cover stating the following: "Statement of Qualifications for [FIRM NAME] for Inspector of Record Services in Response to La Mesa-Spring Valley School District's RFQ #V21/22-006."

Each SOQ shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled "**Cover Letter**", the second tab entitled "**Business Information**", etc.).

Provide one (1) electronic copy of the Statement of Qualifications via email.

The electronic copy will only be accepted via email and must be submitted as a PDF.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

C. SOQ CONTENT REQUIREMENTS

1. TAB 1 – COVER LETTER (maximum of 1 page)

- Provide a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Firm name.
- Address, include any branch office address and point of contact.
- Telephone number.
- Facsimile number.
- E-Mail address.
- Identify team. [if applicable]
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Summarize qualifications most relevant to this Project.
- **Must include the following statement:**

[INSERT FIRM'S NAME] received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFQ. [INSERT FIRM'S NAME] has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT FIRM NAME] received a copy of the District's form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFQ. [INSERT FIRM NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal."

- 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. TAB 2 – BUSINESS INFORMATION

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

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Certificate(s) of Insurance identifying the firm's current insurance coverages.
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.
- How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant.

3. TAB 3 – PROJECT APPROACH AND RELEVANT QUALIFICATIONS (50 POINTS)

Respondent must state its qualifications for the anticipated scope of work and its experience with projects of comparable size and complexity.

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

4. TAB 4 – RELEVANT PROJECT EXPERIENCE AND REFERENCES (50 POINTS)

Respondent shall provide any experience applicable to California public school projects and property acquisitions, including new school and school expansion projects in the past ten (10) years and related references. Respondent shall provide a minimum of five (5) relevant references from past clients. References may be contacted to attest to the respondent’s ability to perform the described services.

- For each listed K-12 project, include the following:
 - Project name, description, and location;
 - Beginning and end dates of project, including:
 - a. DSA close-out and/or certification status; and
 - b. Date of each project Notice of Completion and DSA final certification;
 - Project cost;
 - Square footage;
 - Key individuals of the firm involved;
 - Any sub-consultants that worked with the firm; and
 - References: Owner/District name with name, title, current address, telephone number, and email address of contact person.

5. TAB 5 – LITIGATION AND CLAIMS HISTORY (50 POINTS)

- Provide a comprehensive five (5) year summary of the firm’s litigation, arbitration, and negotiated/settled history (“Claims”). This includes current/ongoing Claims. For each Claim, state the issues in the

litigation, the status of the litigation, names of parties, and the outcome, if any.

- A SOQ failing to provide this requested information on claims, lawsuits, and/or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

**6. TAB 6 – PROJECT TEAM SUMMARY
(100 POINTS)**

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

- Identify and provide resumes, including responsibilities, titles, licenses, certifications, and clearly identify experience in school projects, for key personnel and/or team members, including sub-consultants, and the roles to which they will be assigned. List dates of employment by your firm whether employed as an employee, independent contractor, sub-consultant, or otherwise, and office addresses for each of the identified personnel. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers.
- If any work is to be provided by sub-consultants include a statement as to how this shall be organized, including identified roles and qualifications of sub-consultants, if any. Note: firm(s) selected for inclusion in the District’s pool of applicable consultants will be required to demonstrate long term relationships with any sub-consultants.
- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member’s replacement

**7. TAB 7 – FEES
(50 POINTS)**

Although this RFQ is not a request for a specific proposal, the District requires each respondent to provide a proposed fee schedule for the types of service that you offer. Be thorough and specific as this may form the basis of any contract for services that may be presented by the District.

- Provide detailed information on your billing practices (i.e. per project, monthly), including reimbursable cost categories (i.e. travel, computers and peripherals, printers, fax machines, photocopy equipment) and proposed hourly billing rates by position for additional services. Travel and related expenses

shall be reimbursed in accordance with the federal government Joint Travel Regulation. All reimbursables will require receipts to be provided to the District.

- Provide detailed information on your firm's practices concerning discounted fees if selected.

8. TAB 8 – COMMENTS TO FORM OF AGREEMENT

A form of the Agreement has been distributed with this RFQ as **Attachment A**. The final form of the Agreement will incorporate the final scope of work and final fee, which shall be negotiated with the successful proposer. **Any proposed changes to the form of Agreement must be identified in respondent's submittal; undisclosed change requests may not be entertained.** Proposed changes must be specifically identified; general objections without a proposed change will not be entertained.

VIII. SELECTION CRITERIA

A Committee will evaluate all submissions. Each SOQ must be complete. Incomplete SOQs will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District's Committee will choose qualified firms to be interviewed and then potentially selected to be part of the District's pool. At the District's discretion, the selected firms may be requested to respond to a request for proposal, at which time they will develop a detailed scope of services and fee schedule.

A. EVALUATION CRITERIA

The SOQ will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQ, including, without limitation:

1. Reputation of the firm. Satisfaction of previous clients (client relationships). Acceptable and verifiable professional references for relevant experience.
2. Current commitments and ability of firm to handle several simultaneous projects, including without limitation, availability of staffing and the level of service and support for the Project(s), and availability of resources to meet anticipated schedule and Project requirements.
3. Capacity and commitment to provide services to client, including ability to respond to District's requests in a timely and appropriate fashion; to inform District of all issues discovered on Project; and to work positively and cooperatively with District's team.
4. Knowledge of applicable state and federal laws and regulations, the American with Disabilities Act, and other applicable governmental requirements for K-12 schools.

5. Credentials, including without limitation, professional and technical expertise, of specific employees assigned as members of the proposed team for the District.
6. Proposed fee schedule(s), fee requirements, and cost of services.
7. Overall responsiveness of the SOQ.

B. DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

C. INTERVIEWS (50 POINTS)

The District, at its sole discretion, may elect to interview firm(s) for the purposes of arriving at a final pool of firms. In the event the District does so, the procurement scoring will be cumulative. If your firm is requested to come in for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District’s Selection Committee to further inquire as to the firm’s suggested approaches to the projects and the issues identified in this RFQ. Any comments or objections to the District’s form of Agreement attached to this RFQ as Attachment A may be the subject of inquiry at the interview.

Evaluation Criteria and Interview	Maximum Points
Project approach and relevant qualifications	50
Relevant project experience and references	50
Litigation and Claims History	50
Project team summary	100
Fee schedule	50
Interview	50

IX. SUBMISSION GUIDELINES

Respondents to this Request for Qualifications (“RFQ”) should email their Statement of Qualifications (“SOQ”), as further described herein, to:

measurevprocurement@lmsvschools.org

ALL RESPONSES ARE DUE BY 2:00 P.M., ON APRIL 22, 2022. Any SOQ received after that date and time will not be accepted and will be returned unopened. Mark file: “Statement of Qualifications for Inspector of Record Services.” Late submittals will not be accepted or considered.

Each submittal must conform and be responsive to the requirements set forth in this RFQ.

District reserves the right to waive any informalities or irregularities in received submittals. Further, District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

WE THANK YOU FOR YOUR INTEREST IN THIS PROGRAM

ATTACHMENT A

DISTRICT'S AGREEMENT FOR PROFESSIONAL SERVICES

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**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(PROJECT INSPECTION SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the La Mesa-Spring Valley School District, ("District") and _____ ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$ _____). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
 - 6.1. _____.

7. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for Services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **[RESERVED]**

10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

11. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the

dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by Consultant; or

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

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

13. Indemnification.

13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds.

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

14. Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$ 1,000,000

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

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

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant’s profession, coverage to continue through completion of construction plus two (2) years thereafter.

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

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

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

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

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

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

15. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

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

16.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

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

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

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

18. **COVID-19 Vaccination / Testing Requirements**

Vaccination Requirements

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

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

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

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

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

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

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

Weekly Testing Requirements

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

(a) Consultant personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

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

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

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

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

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

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

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

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

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

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

21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

La Mesa-Spring Valley School District
 4750 Date Avenue
 La Mesa, CA 91942
 ATTN: Assistant Superintendent of Business Services

Consultant:

[NAME]

 _____, California 9____
 Fax: _____
 Email: _____
 ATTN: _____

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

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

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

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

Dated: _____, 20__

Dated: _____, 20__

La Mesa-Spring Valley School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Registration No.: _____

Employer Identification and/or
Social Security Number

Address: _____

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

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

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

Consultant's entire Proposal is **not** made part of this Agreement.

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

School Site	Property Address	Project Description

1. INSPECTOR'S AUTHORITY

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

2. ON-SITE PRESENCE

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

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

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

3.2 Special Inspections.

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

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

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

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

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

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

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

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

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

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

4.6.5 DSA 152 Manual.

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

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

5. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

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

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

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

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

5.1.2 Education Code of the State of California.

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

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

5.1.5 National Board of Fire Underwriters' Regulations.

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

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

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

6. COMMUNICATIONS, REPORTING, AND NOTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

7. CONSTRUCTION SCHEDULE, POTENTIAL DELAYS IN COMPLETION

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

8. INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS

The Inspector shall become sufficiently acquainted with the Project and the agreements between the District and the Architect, Construction Manager (if applicable), and Contractor, to allow for the Inspector's effective and productive interface between the District, the Architect, the Construction Manager (if applicable), the Contractor, and governmental inspectors, including but not limited to those government inspectors referred to in section 13 herein.

9. JOB SITE MEETINGS

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

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

10.1 **Inspection Records.** The Inspector shall maintain daily inspection reports and job files that are detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("Inspection Records"). The Inspection Records shall be deemed by the Inspector to be accurate and

qualitative. The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:

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

10.1.4.14 Names of all visitors to the Project site, including agency representation and agents of the District.

10.1.5 Said reports and/or job files shall be made available to the Architect, the Construction Manager (if applicable), and the District upon request. Failure to provide these Daily Records shall constitute a material breach of contract and may be cause for termination of the Agreement between the District and the Inspector.

10.2 Job File

10.2.1 The Inspector shall maintain orderly job files at the Project site that include:

- 10.2.1.1 DSA approved (stamped and initialed) plans and specifications (printed copy).
- 10.2.1.2 DSA approved testing and inspection list (for DSA 103). The DSA 103 may be incorporated into drawings and specifications (printed copy).
- 10.2.1.3 DSA approved deferred submittals as required by DSA approved plans (printed copy).
- 10.2.1.4 DSA approved project addenda and revisions (printed copies) with identification marks made on the original DSA approved construction documents indicating changes made by these documents.
- 10.2.1.5 DSA approved construction change documents Category A with a log of all construction changes and identification marks made on the original DSA approved construction documents indicating changes made by these documents.
- 10.2.1.6 Form DSA 151 – Project Inspector Notifications.
- 10.2.1.7 Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.
- 10.2.1.8 Form DSA 155 – Project Inspector Semi-Monthly Report
- 10.2.1.9 Form DSA 6-PI – Project Inspector Verified Report.
- 10.2.1.10 Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
- 10.2.1.11 Communications log referencing all significant project construction related communications, such as contractor’s request for information (RFI), responses to RFIs. DSA communications (field trip notes, etc.), architect’s supplemental instructions, information bulletins, and project related meeting minutes and/or notes.
- 10.2.1.12 Deviation notices using form DSA 154 with a log (summary record) indicating resolution status for each deviation. Notice of resolution deviations using from DSA 154.
- 10.2.1.13 Records of concrete placing operations.
- 10.2.1.14 Evidence of continuous inspection, such as daily inspection reports.
- 10.2.1.15 Both structural/materials and fire/life safety testing reports as well as special inspection reports.
- 10.2.1.16 Identification of responsible groups/individuals, including the project inspector, for both structural/ material and fire/life safety related tests and special inspections.
- 10.2.1.17 Verified reports from all Parties required to file verified reports.

- 10.2.1.18 DSA field trip notes (form DSA 135 or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
 - 10.2.1.19 A record of its attendance on the Project site.
 - 10.2.1.20 Schedules.
 - 10.2.1.21 Notes.
 - 10.2.1.22 Communications.
 - 10.2.1.23 Records.
 - 10.2.1.24 Correspondence.
 - 10.2.1.25 Reports of Project site conferences.
 - 10.2.1.26 Minutes of job site meetings and any other meeting minutes (if applicable).
 - 10.2.1.27 Shop drawings and any other drawings on behalf of the District.
 - 10.2.1.28 Laboratory test and inspection reports.
 - 10.2.1.29 Special inspection reports.
 - 10.2.1.30 Records of concrete placing operations.
 - 10.2.1.31 Records of welding operations.
 - 10.2.1.32 Records of pile driving operations.
 - 10.2.1.33 Reproductions of the original Construction Contract of the Contractor ("Construction Contract"), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contract.
 - 10.2.1.34 Evidence of continuous inspection, such as inspector daily reports.
 - 10.2.1.35 Any other documents required to provide a complete record of construction.
- 10.2.2 The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction). The Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District.
- 10.2.3 The Inspector shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. The Inspector, as a condition of Inspector's contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the Project.
- 10.2.4 The Job File shall be kept on the job site until completion of the project and readily accessible to DSA personnel during site visits. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.
- 10.2.5 All these records and all documents kept by the Inspector shall be and remain the property of the District. At the completion of the construction, Inspector shall provide a copy of the Job File, with the exception of the building codes and standards, to the District. If the Inspector is, for any reason, terminated prior to the completion of the project, Inspector must ensure transfer of the Job File to the assuming Project Inspector and to the District.

10.2.6 If any of the following events occur, the Inspector shall submit a copy of a portion of the Job File, as further described below in section 14.2.8, to the DSA:

10.2.7.1 The Services of the Inspector are terminated for any reason prior to completion of the project.

10.2.7.2 When the construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the project.

10.2.7.3 Work on the project is suspended for a period of more than one year.

10.2.7.4 Upon request by the DSA.

10.2.7 The portion of the Job File to be submitted to the DSA shall consist of the following forms, or most current form:

10.2.8.1 DSA 152 – Project Inspection Card.

10.2.8.2 DSA 152-IPI – In-Plant Inspector Inspection Card/Verified Report (if applicable).

10.2.8.3 DSA 6-PI from all Project Inspectors involved in the project including in-plant inspector (if applicable).

10.2.8.4 DSA 6-AE from the architect/engineer.

10.2.8.5 DSA 6-C from each contractor having a contract with the District.

10.2.8.6 DSA 292 from all special inspectors contracting directly and individually with the District.

10.2.8.7 DSA 291 from the engineering manager of the laboratory of record.

10.2.8.8 DSA 293 from the geotechnical engineer of record

10.2.8.9 DSA 130 – Certificate of Compliance for Bleacher/Grandstand Fabricator (if applicable).

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

10.3.1 Title 24, Part 1 (Administrative Code).

10.3.2 Title 24, Part 2, Volumes 1, 2, and 3 (Building Code).

10.3.3 Title 24, Part 3 (Electrical Code).

10.3.4 Title 24, Part 4 (Mechanical Code).

10.3.5 Title 24, Part 5 (Plumbing Code).

10.3.6 Title 24, Part 6 (Energy Code).

11. INSPECTOR'S VERIFIED and SEMI-MONTHLY REPORTS

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

11.1 **Verified Reports.** In addition to the verified reports required herein, the Inspector shall submit verified reports, as required by Title 24 CCR, directly to the DSA, Architect, and the District within five (5) business days of the end of the report period and within five (5) days of final acceptance for the final verified report. Each verified report shall be on form DSA 6-PI and form DSA 152, or most current form, as

appropriate. Reports shall be sent electronically to the DSA and kept in the Job File. Without limitation, verified reports must be submitted upon the occurrence of any of the following events:

11.1.1 Work on the project is suspended for a period of more than one (1) month.

11.1.2 The Services of the Inspector are terminated for any reason prior to the completion of the project.

11.1.3 At the time of occupancy of any building, or portion of a building, involved in the project prior to the completion of the entire DSA approved scope of work.

11.1.4 When the construction is sufficiently complete, in accordance with the DSA approved construction documents, so that the District can occupy or utilize the project.

11.1.5 DSA requests a verified report.

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

11.2.1 A brief description of the Work in progress by each trade or Contractor with an estimate of the percentage completed to date.

11.2.2 Notation of progress or other project-related meetings conducted on site.

11.2.3 Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.

11.2.4 Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the Contractor from the Architect or project engineer.

11.2.5 Notation of all correction notices or notices of non-compliance issued to the Contractor (include a copy of such notices with the report).

11.2.6 Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.

11.2.7 Notation of the average number of workers and foremen on site each day for the report period.

11.2.8 Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any Work that was impeded.

11.2.9 Notation of any deviation from the Contractor's approved construction schedule.

11.2.10 Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

11.3 **All Other Reports.** Inspector shall initiate and file with DSA prior to their due date, any other Project-related forms, required of contractors, subcontractors, testing and

inspection laboratories, and the District. The Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

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

12. PAYMENT REQUESTS

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

13. PUNCH LIST ITEMS

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

14. INSPECTOR CERTIFICATION

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

15. SUBSTITUTE INSPECTOR AND/OR ASSISTANT INSPECTOR

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

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

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

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

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

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

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

FINGERPRINTING CERTIFICATION / CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

COVID-19 VACCINATION/TESTING CERTIFICATION

Consultant: _____

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

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

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

- Have all been fully vaccinated in accordance with the CDPH Order.

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

- Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

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

CERTIFICATION

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

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____