

**REQUEST FOR QUALIFICATIONS (RFQ)
SPECIAL INSPECTION AND TESTING SERVICES
RFQ # V21/22-007**

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 special inspection and testing 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 one (1) electronic copy of their Statement of Qualifications ("SOQ"), as further described herein, to:

VALERIE RANUM, DIRECTOR OF BUSINESS SERVICES

MEASUREVPROCUREMENT@LMSVSCHOOLS.ORG

ALL RESPONSES ARE DUE BY 2:00 P.M., ON April 28, 2022. Any SOQ received after that date and time will not be accepted and will be returned unopened.

Mark pdf file: "Statement of Qualifications for Special Inspection and Testing 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 2:00 p.m. on April 12, 2022. Questions must be submitted in writing and answers will be posted on the District website by April 18, 2022 at 6:00p.m.

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 30, 2022
Deadline to submit questions in writing	April 12, 2022 at 2:00 p.m.
Addendum Deadline	April 18, 2022 at 6:00 p.m.
Proposals Due via email	April 28, 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 special inspection and testing services for upcoming District facility improvement projects.

At this time the District is requesting only qualifications from respondents interested in being considered for project special inspection and testing 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 special inspection and testing 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 special inspection and testing 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 Special Inspection and Testing Services in Response to La Mesa-Spring Valley School District's RFQ #21/22-007."

Submittals are to be submitted in pdf format via email with the name of the responding firm clearly marked in the pdf.

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 via email of the Statement of Qualifications.

The electronic copy will only be accepted via email and saved 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 (300 POINTS)

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 one (1) electronic copy of their Statement of Qualifications (“SOQ”), as further described herein, to:

VALERIE RANUM, DIRECTOR OF BUSINESS SERVICES
measurevprocurement@lmsvschools.org

ALL RESPONSES ARE DUE VIA EMAIL BY 2:00 P.M., ON APRIL 28, 2022. Any SOQ received after that date and time will not be accepted and will be returned unopened.

Mark pdf and email: “Statement of Qualifications for Special Inspection and Testing 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
SPECIAL INSPECTION AND TESTING 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 special inspection and testing 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__ ("Term"), 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
- Prevailing Wage Certification
- 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. The schedule of deliverable Services to be produced is as follows:

- 4.1.1. _____
- 4.1.2. _____
- 4.1.3. _____
- 4.1.4. _____
- 4.1.5. _____

- 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. The District agrees to a 4-hour minimum billing increment per day. Portal-to-portal travel may be billed for the actual time spent traveling, not to exceed two hours per day, and if billed, shall be included in the 4-hour minimum billing. "Portal-to-portal travel" is defined as the time spent traveling from one workplace to another during the same workday as hours worked. Traveling from home to the workplace before the start of the workday or traveling from

the workplace to home after the workday is over is not billable. If the Services performed in a day exceed four hours, the District will be billed for the actual time spent performing the Services only. Itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement and a description of the Services performed.

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 defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified Parties.
- 13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claims. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

- 14.1. 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. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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.

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.
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, 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]
 _____, CA 9____
 [FAX]
 ATTN: _____

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

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

27. **California Law.** 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. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

Dated: _____, 20__

Dated: _____, 20__

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. If there is any conflict between Consultant's Proposal and any provision of this Agreement, the provisions of this Agreement shall control.

TESTING AND INSPECTION

1. CONSULTANT'S SCOPE OF SERVICES

- 1.1 The scope of services will generally consist of material testing and special inspections in accordance with Title 24, California Code of Regulations and Instruction on Division of State Architect ("DSA"), Structural Tests and Inspections Form DSA 103 (as provided for each project) and the conditions included in this scope of work.

A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.

- 1.2 The Services shall be performed on the following project(s)/sites(s) ("Project"):
[INSERT SPECIFIC SCHOOL SITE(S)]

The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

- 1.3 Consultant shall provide the Services set forth herein, as well as any incidental service necessary for the full and adequate completion of Project in strict accordance with all local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, Title 24 and Instructions of Division of the State Architect ("DSA"), Statement of Structural Tests and Special Inspections, (form DSA 103 or more current version), and instructions included herein. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the following forms:

1.3.1 Form DSA IR 17-1 through 17-10, as applicable, Structural Tests and Special Inspection.

1.3.2 Form DSA PR 13-01, Construction Oversight Process Procedure.

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

1.3.4 DSA 152 Manual.

1.3.5 All other applicable DSA requirements.

- 1.4 Special Inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the Project Inspector.

- 1.5 Consultant shall respond to the Project Inspector's scheduling and coordination for Inspections and for Sampling and Testing Services.
- 1.6 Consultant shall report all project-related activities to the Project Inspector and perform work under the supervision of the design professional in general responsible charge. Consultant shall prepare daily and/or individual occurrence reports of Special Inspections and Testing results on previously approved forms and provide sufficient copies to the Project Inspector on the same day the inspections were performed for his/her distribution to the Construction Contractor and Architect. Daily special inspection reports must be submitted in a timely manner such that construction is not delayed and not to exceed 14 days from the date the special inspections were performed. The reports are to be submitted to DSA, architect, structural engineer, Project Inspector and District.
- 1.7 Consultant shall immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents to the DSA, architect, structural engineer, Project Inspector and District.
- 1.8 Consultant shall submit an interim Verified Report (form DSA 292 or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable eight sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.9 Consultant shall submit Verified Reports (form DSA 292 or more current form) to the DSA, Project Inspector, District and design profession in responsible charge if any of the following events occur: (1) within 14 days of the completion of the special inspection work, (2) work on the Project is suspended for a period of more than one month, (3) the Services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

- 2.1 The Consultant is personally responsible for verifying whether or not every aspect of the work that he or she is responsible to inspect is in compliance with DSA approved documents.
- 2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.
- 2.3 The Consultant is always responsible for the following duties:
 - 2.3.1 Preparation for Inspection
 - 2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer's instructions, or other related documents which do not require the approval of DSA.

2.3.1.2 Coordinate with testing laboratory for any sampling and testing requirements. Coordinate with project inspector on the interface of the work inspected with other aspects of the work.

2.3.1.3 Verify that all materials, existing conditions, tools, consumables, formwork, shoring and other items that may affect working conditions meet requirements of DSA approved documents. Verify that construction workers are appropriately certified when required

2.3.1.4 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

2.3.1.5 Timely complete inspections in accordance with applicable standard of care, all applicable regulations and guidelines, and in accordance with this Agreement.

2.3.3 Reporting

2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all Parties in writing when deviations are corrected.

2.3.3.2 Keep a log of deviations including status and resolution.

2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.3.3.4 **Special Inspection Verified Reports.** Consultant shall submit verified reports on Form DSA-292, or current version, in accordance with Title 24, Part 1, Section 4-336. When more than one special inspector shares responsibility for inspecting a specific facet of construction, each special inspector shall clearly describe the portions of the construction they inspected in detail on Form DSA-292, or current version.

2.4 Frequency of Special Inspections

2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period of time between inspections varies for different type of work, the

pace of the construction, the number of workers, the quality of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.

2.4.2 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.

2.4.3 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building "in-plant" inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

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

3.2 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:

3.2.1 Form DSA IR 17-4, Basics of Structural Tests and Special Inspections.

3.2.2 Form DSA IR 17-6, Structural Inspector Duties and Responsibilities.

3.2.3 Form DSA IR 17-7, Soils and Foundations Testing and Inspection.

3.2.4 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.

3.2.5 DSA 152 Manual.

4. 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.

EXHIBIT "B"
HOURLY BILLING RATES AND SAMPLING AND TESTING UNIT PRICES

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

[INSERT HOURLY RATES AND FEE SCHEDULE FROM CONSULTANT]

PREVAILING WAGE CERTIFICATION

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

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

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: _____