

REQUEST FOR QUALIFICATIONS

PROJECT INSPECTOR SERVICES

RFQ # IOR 16-01

OVERVIEW AND SUBMISSION GUIDELINES

The Placer County Office of Education ("PCOE") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide DSA Project Inspector Services in accordance with Title 24 of California Code of Regulations and DSA interpretation of Regulations (IR) A-8 for the new construction, expansion, modernization, and/or renovation of multiple projects at various PCOE sites. Refer to Exhibit A for the Description of Services to be performed by Project Inspector ("Inspector").

Project Inspector Services will be conducted at the following locations: PCOE CTE Building, and Kentucky Greens Campus, and other potential projects.

All proposal's shall address the following items in the order listed below and shall be numbered 1 through 5 in the proposal documents. Proposals failing to include any requested information may, at PCOE's discretion, be eliminated from consideration for contract award.

1. **Description of qualified person, firm, partnership, corporation, association, or professional organization-** Provide the PCOE with information regarding the size, location, nature of work performed, and years in business to meet the needs of the PCOE.
2. **Experience relative to PCOE needs-** Provide the PCOE with a detailed summary of the DSA Project Inspection experience.
3. **Background of personnel-** Identify all personnel and provide a brief resume including pertinent experience of personnel who will be contributing to the PCOE's projects. Also include the level of responsibility and time available for the PCOE's projects.
4. **Scheduling-** Identify the firm's commitments and individual's availability to ensure the PCOE's project schedules are met.
5. **Fees-** Describe the method the Project Inspector Services Consultant proposes for charging fees for projects described in the Request for Proposals. Identify if fees will be based on lump sum or time and materials or a combination of both. Identify all reimbursable expenses and mileage charges. The PCOE reserves the right to negotiate fees and the methodology in determining fees.

At this time, the PCOE is requesting only qualifications from respondents interested in being considered for the projects. A pool of qualified firms may be selected for future consideration to provide services for specific projects.

Respondents to this Request for Qualifications ("RFQ") should mail or deliver two (2) bound copies, one (1) unbound copy, and one (1) electronic copy on CD or flash drive of their Statement of Qualifications ("SOQ"), as further described herein, to:

**Matt Shawver, Coordinator, MOT, Facilities & Construction
Placer County Office of Education
360 Nevada St., Auburn, CA 95603**

ALL RESPONSES ARE DUE BY 4:00 P.M., on Wednesday, March 30, 2016.

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

LATE SUBMITTALS WILL NOT BE ACCEPTED OR CONSIDERED.

**Questions must be submitted in writing to Matt Shawver,
mshawver@placercoe.k12.ca.us, on or before Tuesday, March 15, 2016 at 4:00
P.M.**

Answers will be posted on the PCOE website.

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

The PCOE reserves the right to waive any informalities or irregularities in received Submittals. Further, the PCOE reserves the right to reject any and all SOQs and to negotiate contract terms with one or more respondent firms for one or more of the work items.

I. INTRODUCTION

The Placer County Office of Education serves 17 districts in Placer County. The County reaches from the borders of Sacramento to North Lake Tahoe. The current population is 260,000.

A complete response is required in order to be considered. Individuals or firms are required to comply with the California Labor Code prevailing wage requirements, registering with California Department of Industrial Relations, and the PCOE's insurance requirements. The PCOE reserves the right to reject any and all submissions and seek additional responses if the number or quality of responses does not meet the stated criteria.

Any SOQ submitted in response to this RFQ must specifically state the scope of the above-referenced services for which the respondent is seeking to qualify. Any entity retained as a result of this RFQ and/or subsequent Request for Proposals shall be required to work in conjunction with all other technical consultants, PCOE assigned Project Manager, the architect, any program and/or construction manager ("Construction Manager"), if any and contractor, retained by the PCOE for the Project, as well as other entities retained by the PCOE pursuant to this RFQ and/or subsequent Request for Proposals.

II. LIMITATIONS AND PCOE RIGHT TO REJECT

This RFQ is neither a formal request for bids, nor an offer by the PCOE to contract with any party responding to this RFQ. This RFQ does not commit the PCOE to select any firm and the PCOE makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever.

The PCOE shall not be liable for any costs incurred in preparing and submitting responses to this RFQ. In no event will the PCOE reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFQ.

The PCOE, in its sole discretion, reserves the right to:

- Accept or reject any and all submittals, or any portion or combination thereof;
- Choose any combination of proposals;
- Interview any, all, or none of the respondents;
- Negotiate with any respondent;
- Contract with any entity responding to this RFQ in whatever manner the PCOE decides;
- Extend the deadline to submit a proposal;
- Amend or cancel in part or in its entirety this RFQ;
- Abandon the RFQ entirely;
- Make a selection on the basis of the total submittal; and/or
- Waive any informality or non-substantive irregularity, as the interests of the PCOE may require.

The firm's SOQ, and any other supporting materials submitted to the PCOE in response to this RFQ will not be returned and will become the property of the PCOE unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

Furthermore, PCOE reserves the right to add additional firms for consideration after receipt of this RFQ if it is found to be in the best interest of the PCOE. All decisions concerning firm selection will be made in the best interests of the PCOE.

III. 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 PCOE's Governing Board ("Board"), or with any employee of the PCOE except for clarifications and questions as described herein in Section XI (Submittal format for statement of qualifications) below. Any such contact shall be grounds for the disqualification of the firm submitting a SOQ.

IV. FULL OPPORTUNITY

The PCOE 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 and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

V. POOL OF QUALIFIED APPLICATIONS AND RECERTIFICATION

The PCOE will maintain a pool of qualified applicants for each of the services sought in this RFQ. Requests for recertification may be sent every three (3) years. Firms who do not

reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the PCOE. Additional firms may be added to the pool, at the PCOE's sole discretion, as the PCOE determines the need for additional services.

VI. SCOPE OF SERVICES

The Consultant shall provide DSA Project Inspector Services in accordance with Title 24 of California Code of Regulations and DSA IR A-8 for the new construction, expansion, modernization, and/or renovation of multiple projects at various PCOE sites. Refer to Exhibit A for the Description of Services to be performed by Project Inspector ("Inspector").

VII. MINIMUM REQUIREMENTS

Selected firm(s) must be able to execute the PCOE's standard agreement. (A Copy of the PCOE's Agreement for Professional Services is attached to this RFQ as Exhibit "B.")

A. Indemnity. Firms responding to this RFQ must acknowledge that they have reviewed these provisions of the agreement and must agree to the indemnity provisions and professional liability insurance provisions contained in the PCOE's standard agreement and confirm in writing that, if given the opportunity to contract with the PCOE, the firm has no substantive objections to the use of the PCOE's standard agreement.

B. Insurance. The PCOE requires at least the following insurance coverage:

1. Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments

- a. \$1 Million Each Occurrence
- b. \$2 Million General Aggregate

2. Automobile Liability Insurance

- a. \$1 Million Combined Single Limit per Occurrence

3. Professional Liability

4. Workers Compensation / Employer's Liability

5. Employment Practices Liability

- a. \$1 Million

Consultant shall provide to the PCOE certificate(s) of insurance and endorsements satisfactory to the PCOE. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days written notice to PCOE prior to modification and/or cancellation. Except for workers' compensation and professional liability insurance, PCOE shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the PCOE shall only be secondary and supplemental. Consultant shall not allow any employee or agent to commence work on any contract or any subcontract

until the insurance required of the Consultant, employee, or agent has been obtained.

VIII. RELATIONSHIP TO GOVERNMENTAL AGENCIES

Respondent shall assist the PCOE to meet DSA project inspection requirements. The project inspector may also have interactions with other various governmental agencies, including but not limited to, the following as applicable: City or County Planning Commissions and Departments, any and all regional water quality control board(s) – the regional air quality control district, the Office of Public School Construction, California Department of Education, State and local fire marshals, local utility PCOEs/companies, CalTrans, and the California Department of Fish & Wildlife. Respondent shall discuss its experience with each of these agencies as it would apply to complete the described scope of work.

IX. CONFLICT OF INTEREST

Respondent shall certify that no official or employee of the PCOE, nor any business entity in which an official of the PCOE 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 PCOE.

X. 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 PCOE.

XI. SUBMITTAL FORMAT FOR STATEMENT OF QUALIFICATIONS

Firms responding 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 twenty (20) pages, not including the cover letter, table of contents, and divider tabs. The twenty (20) page limit shall include resumes, samples of work, and fee schedules. Each SOQ shall include a Front Cover stating the following: "Statement of Qualifications for [FIRM NAME] for Project Inspector Services in Response to Placer County Office of Education's RFQ for Consultant Services.

Submittals are to be submitted in sealed packages with the name of the responding firm clearly marked on the outside of each package.

Submittals 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 "**Relevant Qualifications**", etc.).

Provide two (2) bound copies, one (1) unbound copy, and one (1) electronic copy delivered on compact disc or flash drive.

The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:

- No divider sheets or tab.
- Pages with proprietary information removed.
- A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

The electronic copy will only be accepted via flash drive or CD in the following programs: Microsoft Office Suite or 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.

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

- This should be 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 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 PCOE'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 PCOE's standardized form of Agreement for Professional Services ("Agreement") attached as Exhibit "B" to the RFQ. [INSERT FIRM'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the PCOE, [INSERT FIRM'S NAME] has no objections to the use of the Agreement."

- Respondent shall certify that no official or employee of the PCOE, nor any business entity in which an official of the PCOE 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 PCOE.

B. TAB 2 – PROJECT APPROACH AND RELEVANT QUALIFICATIONS

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.
- Demonstrate your firm’s flexibility in adapting to the changing needs and priorities of a K-12 school district or County Office of Education.
- Describe the approach to compliance with Program requirements and conformance with Federal/State/Local applicable code requirements. If applicable, describe your firm’s specific experience with, and working within the processes of, each of the following agencies:
 - Division of State Architect (DSA)
 - Any and all regional water quality control board(s), which includes but is not limited to the State water quality control board
 - City of Auburn
 - Placer County
 - City and/or County Planning Commissions and Departments
 - California Department of Education
 - CalTrans
 - State and local Fire Marshals
 - Utility Companies
 - California Department of Fish & Wildlife
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.

C. TAB 3 – FIRM INFORMATION

Respondent must provide the following 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.
- Certificate(s) of Insurance identifying the firm’s current insurance coverages.
- Number of professional employees and support staff (licensed professionals, technical support).

- Location of nearest branch office where the bulk of services solicited will be performed and number of professional employees located there.
- 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.
- 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.
- How sub-consultants will be utilized on the Program and/or project(s) within the Program and to what extent work will be performed in-house.
- Provide similar information for proposed sub-consultants.

D. TAB 4 – LITIGATION AND CLAIMS HISTORY

- Provide a comprehensive five (5) year summary of the firm’s litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.
- Provide a comprehensive five (5) year summary of any claims (whether or not pursued through litigation) in which your firm has been involved. Provide details as to the parties involved, the scope and nature of the claim, the status of the claim, and the outcome of the claim, 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.

E. TAB 5 – RELEVANT PROJECT EXPERIENCE AND REFERENCES

Respondent shall provide any experience applicable to California public school projects, including school modernization and 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.

- Provide list of County Office of Education, K-12 and community college projects completed in the past ten (10) years. For each listed County Office of Education, K-12 and community college project, include the following:
 - Briefly state the significance of each relevant project your firm has worked on that you would like to be considered in this RFQ. Briefly explain how you believe the particular project is relevant to the PCOE’s needs.
 - Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - Provide a list of the following for each project:
 - Project name, type, program, description, and location;
 - Project cost;
 - Square footage;

- Main program elements;
 - Description of services provided by your firm;
 - Key individuals of the firm involved and their roles in the project;
 - Any sub-consultants that worked with the firm; and
 - References: Owner/District/Office of Education name with name, title, current address, telephone number, and email address of contact person.
- For projects that were not K-12 projects, briefly state relevance for each project included for consideration in this RFQ.
 - Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - Provide a list of the following for each project:
 - Project name, description, and location;
 - Project Cost
 - Square footage or acreage;
 - Main program elements;
 - Description of services provided by your firm;
 - Key individuals of the firm involved and their roles in the project;
 - Any sub-consultants that worked with the firm; and
 - References: Owner/PCOE name with name, title, and current address telephone number, and email address of contact person.

F. TAB 6 – PROJECT TEAM SUMMARY

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 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.
- For each of the identified personnel, state qualifications relevant to the services for which the SOQ is being submitted and the scope of the project, including responsibilities, titles, licenses, certifications, and clearly identify experience in school projects.
- Indicate which person will be the PCOE’s single point of contact for the Project.
- 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 PCOE’s pool of applicable consultants will be required to demonstrate long term relationships with any sub-consultants and submit resumes and recent project experience where the sub-

consultant is utilized as part of any response to any subsequent Request for Qualifications for the Project(s).

- Each SOQ must include evidence that the firm is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in the State of California.
- The PCOE expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the PCOE reserves the right to approve that team member's replacement.

G. TAB 7 – FEES

- Provide a fee schedule for the services for which the SOQ is being submitted.
- Provide a detailed list of hourly rates for each staff category, including overtime rates.
- Include within the fee proposal the identification of proposed reimbursables by category (i.e. offices, computers and peripherals, printers, fax machines, photocopy equipment, other as identified by proposing entity). 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 PCOE.

H. TAB 8 – APPENDICES

- Firm brochure/history/background, reprints, etc.
- Key team member resumes.
- Conflict of Interest Certification.

XII. SELECTION CRITERIA

A Selection Committee will evaluate all submissions. Each SOQ must be complete. Incomplete SOQs will be considered nonresponsive and grounds for disqualification. The PCOE 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 PCOE's Selection Committee will choose the most highly qualified firms to be interviewed and then potentially selected to be part of the PCOE's pool. At the PCOE's discretion, the selected firms may be requested to provide a Request for Proposal, at which time they will develop a detailed scope of services, proposed fee schedule, and possibly participate in a further interview process. After the interviews, the Selection Committee will identify the firm(s)/team(s) that can provide the greatest overall benefit to the PCOE for the specified Project.

A. FOLLOWING CRITERIA WILL BE USED TO EVALUATE THE SUBMITTALS:

1. Location of office and accessibility to the projects.
2. Professional References. Satisfaction of previous clients.
3. Current commitments and ability of firm to handle multiple simultaneous projects.
4. Knowledge of applicable state and federal laws, regulations, and applicable governmental requirements for K-12 schools.
5. Directly related work experience with California public schools, community colleges will be highly ranked.

6. Credentials of specific employees assigned as members of the proposed team for the PCOE.
7. Specialization as applicable.
8. The apparent success, value, and cost effectiveness of the firm's past work.
9. Proposed fee schedule(s).
10. D.I.R. Registration

Location and accessibility to Projects	5%
Consultant's Professional References	10%
Current commitments and capacity; ability to handle multiple simultaneous projects; ability to work positively and cooperatively with PCOE's team; and commitment to provide services to, and effectively communicate with, client.	10%
Knowledge of applicable state laws and regulations	5%
Directly related work experience with California public schools <ul style="list-style-type: none"> ▪ County Offices of Education ▪ K-12 ▪ Community Colleges 	15% 5% 5%
Employee credentials	10%
Specialization	10%
Success, value, and cost-effectiveness of past work	10%
Fee schedule	15%

B. PCOE INVESTIGATIONS

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

XIII. RFQ RESPONSE SCHEDULE SUMMARY:

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

DATE	EVENT	TIME DEADLINE
February 26, 2016	Release and advertisement of RFQ #IOR 16-01	
March 15, 2016	Deadline for submission of written questions to PCOE concerning RFQ # 16-01	4:00 p.m.
March 18, 2016	Answers to questions will be provided on PCOE's RFQ website.	4:00 p.m.
March 30, 2016, Wednesday	Deadline for all submissions in response to RFQ # 16-01	4:00 p.m.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED
BY PROJECT INSPECTOR (“INSPECTOR”)

1. INSPECTOR’S AUTHORITY

- 1.1 **Inspector under Direction of Design Professional in General Responsible Charge.** The Inspector shall be under the direction of the Design Professional in General Responsible Charge and is subject to the supervision of Division of the State.
- 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 Design Professional in General Responsible Charge and the PCOE. 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.
- 1.4 **Construction Manager.** The Inspector shall also work with the Construction Manager, if the PCOE uses a construction manager on any portion of the Project. If the PCOE does not use a Construction Manager on the Project, then all references to a Construction Manager herein shall mean the PCOE.

2. ON-SITE PRESENCE

- 2.1 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 or Special Inspector shall be physically present for all concrete work and masonry work. Other types of Work that can be completely inspected after the Work is installed may be carried on while the Inspector is not present. If requested, the Inspector shall accompany the Design Professional in General Responsible Charge, the PCOE, the construction manager, or other consultants when any of them are observing the Construction 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 PCOE or the Design Professional in General Responsible Charge, 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 PCOE, the Design Professional in General Responsible Charge, and the DSA if required.
 - 3.2.3 The PCOE may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the Work after assembly. The PCOE 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.

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 PCOE 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 more 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 more 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 Design Professional in General Responsible Charge 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 Design Professional in General Responsible Charge 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 more current form) from the Design Professional in General Responsible Charge prior to commencement of construction. The Inspector shall meet with the PCOE, 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 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 30 calendar days.

Notification shall be made on form DSA 151, or more 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 Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE. 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 PCOE and Design Professional in General Responsible Charge. The Inspector shall immediately report to the PCOE, the Design Professional in General Responsible Charge, 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 or substandard workmanship in any portion of the Construction Work. The Inspector shall inform the PCOE, the Design Professional in General Responsible Charge, 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 PCOE of needed inspections related to the status of the Construction Work, and the PCOE 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/workmanship 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 more current form, with a copy sent to the PCOE, the Design Professional in General Responsible Charge, the Construction Manager, if any, and the DSA. If applicable, Inspector's notification shall direct the Contractor in writing, while simultaneously notifying the Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE, to cease installation of that nonconforming portion of the Project, pending further decision by the Design Professional in General Responsible Charge and the PCOE.

- 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 PCOE, the Design Professional in General Responsible Charge, 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 PCOE 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 by sending Requests for Information (RFIs) to the Design Professional in General Responsible Charge through the Construction Manager (if applicable) or PCOE, including the contractor's uncertainties regarding the Construction Documents.
- 6.6 Failure to Notify the Design Professional in General Responsible Charge, the Construction Manager, and the PCOE. Inspector's failure to notify the Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE 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 PCOE 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 Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE.

8. INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS

The Inspector shall become sufficiently acquainted with the Project and the agreements between the PCOE and the Design Professional in General Responsible Charge, Construction Manager (if applicable), Special Inspector, Testing laboratory and Contractor, to allow for the Inspector's effective and productive interface between the PCOE, the Design Professional in General Responsible Charge, 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 Design Professional in General Responsible Charge, the PCOE, or the Construction Manager (if applicable), attend meetings held at the Project site or the PCOE Facilities or other location identified to the Inspector by the PCOE. 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 including area(s) of work.

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 PCOE.

10.1.5 Said reports and/or job files shall be made available to the Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE 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 PCOE 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 A record of its attendance on the Project site.
- 10.2.1.2 Schedules.
- 10.2.1.3 Notes.
- 10.2.1.4 Communications.
- 10.2.1.5 Records.
- 10.2.1.6 Correspondence.
- 10.2.1.7 Reports of Project site conferences.
- 10.2.1.8 Minutes of job site meetings and any other meeting minutes (if applicable).
- 10.2.1.9 Shop drawings and any other drawings on behalf of the PCOE.
- 10.2.1.10 Documents.
- 10.2.1.11 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.

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

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 Design Professional in General Responsible Charge for proper action. The Inspector, as a condition of Inspector's contract, shall have access to, at all times, all codes and documents referred to in the plans and specifications for the Project.

10.2.4 The Inspector shall organize and maintain a complete system of construction records as they relate to the scope of the project, including, but not limited to:

- 10.2.4.1 Form DSA 152 – Project Inspection Card, or more current form.
- 10.2.4.2 DSA approved plans and specifications.
- 10.2.4.3 Form DSA 103 – Statement of Structural Tests and Special Inspections, or more current form.
- 10.2.4.4 Deferred submittals as required by the DSA approved plans.
- 10.2.4.5 DSA approved Addenda and Revisions.
- 10.2.4.6 Construction Change Documents and log.
- 10.2.4.7 Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc.), as required by DSA approved specifications.
- 10.2.4.8 Communication log; all communications and project related meeting minutes/notes.
- 10.2.4.9 Notices of Deviations/Resolution of Deviations (form DSA 154, or more current form,), as delivered to the DSA, Design Professional in General Responsible Charge and contractor with log listing all notices with resolution status.
- 10.2.4.10 Evidence of continuous inspection, such as inspector daily reports.
- 10.2.4.11 Laboratory test and inspection reports.
- 10.2.4.12 Special inspection reports.
- 10.2.4.13 Records of concrete placing operations.
- 10.2.4.14 Records of welding operations.
- 10.2.4.15 Records of pile driving operations.
- 10.2.4.16 Verified Reports from all parties required to file Verified Reports using form DSA 6, or more current form.
- 10.2.4.17 Completed Semi-monthly Reports.
- 10.2.4.18 DSA Field Trip Notes.
- 10.2.4.19 Applicable codes and referenced standards.
- 10.2.4.20 Any other documents required to provide a complete record of construction.

10.2.5 The Job File shall be kept on the job site until completion of the project and readily accessible to DSA personnel during site visits. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.

10.2.6 All these records and all documents kept by the Inspector shall be and remain the property of the PCOE. 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 PCOE. 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 PCOE.

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

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

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

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

10.2.7.4 Upon request by the DSA.

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

10.2.8.1 DSA 152 – Project Inspection Card.

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

10.2.8.3 DSA 6-AE from the Design Professional in General Responsible Charge/engineer.

10.2.8.4 DSA 6-C from each contractor having a contract with the PCOE.

10.2.8.5 DSA 292 from all special inspectors contracting directly and individually with the PCOE.

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

10.2.8.7 DSA 293 from the geotechnical engineer of record

10.2.8.8 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 (electronic format is acceptable) 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 PCOE 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, Design Professional in General Responsible Charge, and the PCOE 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 more 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 30 calendar days.
 - 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 PCOE 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 PCOE, the Design Professional in General Responsible Charge, the project structural engineer, and DSA using DSA Form 155, or more 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 Design Professional in General Responsible Charge 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 PCOE. The Inspector shall prepare and forward to the PCOE, Design Professional in General Responsible Charge, 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 Design Professional in General Responsible Charge's and Contractor's certificate of payment to the Construction Manager (if applicable) and the PCOE 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 PCOE a copy of documents satisfactory to the PCOE 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 PCOE. The Inspector shall initiate and provide the PCOE with Form DSA-5, or more 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 PCOE. In the event of the Inspector’s absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no additional cost to the PCOE, shall assist the PCOE to secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by the PCOE, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the PCOE at least ten (10) working days prior to the date that the substitute or assistant inspector will be on site. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. The Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement for professional services (“Agreement”) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of the Placer County Office of Education ("PCOE"), and (“Consultant”). This Agreement is effective when signed by PCOE and Consultant and for reference only is dated _____.

1.0 SCOPE OF WORK

PCOE hereby hires Consultant as an independent contractor to provide the following professional services: _____.

2.0 MODIFICATION

The scope of work and any other terms of this Agreement may be modified only by the written approval of both parties.

3.0 TERM AND TIME OF COMPLETION

This Agreement shall remain in force and effect from _____ through _____. Consultant agrees to complete all services and other duties contained within the scope of work on or before _____.

4.0 AMOUNT OF PAYMENT

PCOE shall either pay a lump sum amount to Consultant of _____ as full payment for all professional services set forth herein, or for the amount as determined by the manner of payment established on the fee schedule attached hereto as Attachment A.

5.0 PAYMENT SCHEDULE

Payment shall be made to Consultant after the work is completed following the submission of an invoice or pursuant to the payment schedule agreed to in Attachment A. Notwithstanding any other terms of this Agreement, payments shall be made to Consultant when PCOE is satisfied that the work agreed to herein has been completed pursuant to the terms of this Agreement.

6.0 TRAVEL REIMBURSEMENT

Reimbursement for professional services shall not include travel time or be performed at any other location(s) as listed in section 15.0 below unless specifically authorized by PCOE.

When applicable, pre-approved travel costs shall be reimbursed as follows:

- Mileage at IRS reimbursable rate. (Itemize on invoice)
- Actual and necessary expenses. (Itemized receipts required)
- Other: _____.

7.0 WARRANTY

Consultant warrants that it has the expertise and experience and/or has individuals available to help in the performance of professional services as set forth in Section 1.0 in a manner consistent with generally accepted standards of Consultant's profession. Consultant further warrants that said services will be performed in conformance with all applicable federal, state, and local laws and regulations.

8.0 **RECORDS**

Consultant shall maintain at all times complete records with regard to professional services performed under this Agreement and when requested, in a form mutually agreed to by the parties prior to the execution of the Agreement. PCOE shall have the right to inspect such records including receipts at any reasonable time.

9.0 **WORK PRODUCT**

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by Consultant within the course and scope of this Agreement shall be as specified below the property of:

- a. PCOE _____
- b. Agency _____
- c. Not Applicable _____

10.0 **STATUS OF CONSULTANT**

Consultant is an independent contractor and not an employee of PCOE and is responsible for payment of all federal, state and local payroll taxes for and on behalf of Consultant and Consultant's employees. Consultant is responsible for maintaining appropriate tax related records. Consultant agrees that no taxes or deductions will be withheld from the payments made by PCOE to Consultant and that no taxes will be paid by PCOE on Consultant's behalf to any governmental taxing body. Further, in the event that PCOE is determined to be the employer of Consultant and is obligated thereby to pay any taxes or charges to any taxing body as a result of that determination, Consultant agrees to indemnify and hold harmless PCOE for all sums paid by Consultant to the taxing bodies and any expenses incurred incidental thereto, including attorneys' fees and costs.

11.0 **LICENSING OF CONSULTANT**

Consultant is required to provide PCOE upon request, copies of any credentials certificates, permits, licenses, etc. that are required for the completion of the work agreed to herein.

12.0 **CONSTRUCTION PROJECTS**

When applicable, this Agreement if related to a construction project may include the following addendums:

- DIR Registration/Prevailing Wages
- Subcontractor List
- Contract Bonds

- Fingerprint Certification
- Disabled Veteran Business Enterprises
- Non-Collusion Affidavit
- Worker's Compensation
- Other: RFQ # IOR 16-01 Exhibit A – Description of Services to be performed by Project Inspector.

Any such addendums shall be attached to this Agreement and be fully incorporated herein.

13.0 **INSURANCE**

Any worker's compensation insurance required as a result of this Agreement shall be the responsibility of Consultant.

Unless otherwise agreed, Consultant shall maintain general liability insurance, including automobile coverage, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, and personal injury liability. When requested, the coverage shall be primary as to PCOE and shall name PCOE as an additional insured. Unless otherwise agreed, copies of all policies or certificates of worker's compensation and liability insurance shall be provided to PCOE within ten (10) days of signing of this Agreement.

14.0 **FINGERPRINT CLEARANCE**

Prior to the execution of this Agreement, any Consultant who will be performing professional services of the type that may come in contact with students, must have completed the Department of Justice's criminal background check through Live Scan fingerprinting and have the results electronically reported directly to PCOE unless PCOE determines that pursuant to Education Code §§ 45125.1 (c) or 45125.2 (a), such contact with students will be limited. Prior to the execution of this Agreement, Consultant's employees, agents, contractors, or subcontractors who perform services of the type that, as determined by PCOE, will have more than limited contact with students, must also have completed the Department of Justice's criminal background check through Live Scan fingerprinting and have the results electronically reported to the Consultant. Consultant must certify in writing that individuals who will have more than limited contact with students have no arrests pending or convictions of a violent or serious felony. (See Penal Code §§ 667.5 and 1192.7). If applicable, a signed Consultant certification and copies of completed Live Scan forms must be attached to this Agreement.

15.0 **LOCATION OF WORK**

Consultant is to perform professional services at Designated sites.

16.0 **TERMINATION**

Unless otherwise agreed, this Agreement may be terminated at any time by PCOE or Consultant upon giving ten (10) days advance written notice. Such notice shall be personally served or given by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service. In the event of termination without cause, Consultant shall be paid for work performed to the date of termination within the scope of work as identified in Section 1.0 above.

In addition, PCOE may terminate this Agreement for cause should Consultant fail to perform any part of this Agreement. In the event of a termination for cause, PCOE may secure the agreed upon professional services from another Consultant. If the cost to PCOE exceeds the cost of providing the services agreed upon herein, Consultant shall pay the additional cost.

All written notices required pursuant to this Agreement shall be sent to the following addresses:

Placer County Office of Education
Attention: County Superintendent of Schools
360 Nevada Street
Auburn, CA 95603

Consultant's Name and Address

17.0 **CONFLICT OF INTEREST**

Consultant attests that it has no current business or financial relationship with PCOE employees or other PCOE providers that would conflict with this Agreement and will not enter into any such business or financial relationship with any such employees or providers during the term of this Agreement.

18.0 **NONDISCRIMINATION**

During the performance of this Agreement, Consultant and any of Consultant's employees, agents, contractors, or subcontractors involved in performing the scope of work, shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate, harass or allow harassment against any person because of race, sex, sexual orientation, gender, color, ancestry, creed, national origin, ethnicity, mental or physical disability, age, marital status, or veteran's status.

19.0 **HOLD HARMLESS AND INDEMNIFICATION**

Each party agrees to indemnify and hold the other party harmless from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions

of either party, its employees, officers, agents, contractors, suppliers and subcontractors furnishing work, services or materials in connection with the performance of this Agreement.

20.0 **ATTORNEY'S FEES**

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

21.0 **SEVERABILITY**

In the event that any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

22.0 **NON-ASSIGNABILITY**

This Agreement and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of PCOE.

23.0 **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS

Gayle Garbolino-Mojica

Date: _____

CONSULTANT

Print or type name

Signature

Date

Business License No.

Address

City and State

Phone No.

AGREEMENT FOR PROFESSIONAL SERVICES
ATTACHMENT A - FEE SCHEDULE

ATTACHMENT B

Placer County Office of Education

Debarment and Suspension Certification

As the awarded consultant/vendor of this contract, agreement, memorandum of understanding or purchase order, you are required to provide debarment and suspension certification indicating that you are in compliance with Federal Executive Order 12549. Certification can be done by completing and signing this form.

Debarment and Suspension:

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment or suspension, declared ineligible, or otherwise excluded by any federal department or agency from doing business with the Federal government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency.

Name of Agency/Company Representative

Name of Agency/Company

Federal Identification Number

Address

Phone

Email

Signature

Date

ATTACHMENT C

Placer County Office of Education

Contractor Certification

_____ certifies that pursuant to Education Code 45125.1 it has conducted criminal background checks, through the California Department of Justice, on all employees providing services to the Placer County Office of Education, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date of Agreement

Name of Business

Signature of Contractor/Consultant

Title of Person Signing Certification

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED
BY PROJECT INSPECTOR (“INSPECTOR”)

1. INSPECTOR’S AUTHORITY

1.1 Inspector under Direction of Design Professional in General

Responsible Charge. The Inspector shall be under the direction of the Design Professional in General Responsible Charge and is subject to the supervision of Division of the State.

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 Design Professional in General Responsible Charge and the PCOE. 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.

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

2. ON-SITE PRESENCE

2.1 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 or Special Inspector shall be physically present for all concrete work and masonry work. Other types of Work that can be completely inspected after the Work is installed may be carried on while the Inspector is not present. If requested, the Inspector shall accompany the Design Professional in General Responsible Charge, the PCOE, the construction manager, or other consultants when any of them are observing the Construction 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 PCOE or the Design Professional in General Responsible Charge, 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 PCOE, the Design Professional in General Responsible Charge, and the DSA if required.
 - 3.2.3 The PCOE may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the Work after assembly. The PCOE 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.

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 PCOE 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 more 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 more 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 Design Professional in General Responsible Charge 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 Design Professional in General Responsible Charge 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 more current form) from the Design Professional in General Responsible Charge prior to commencement of construction. The Inspector shall meet with the PCOE, 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 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 30 calendar days.

Notification shall be made on form DSA 151, or more 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 Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE. 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 PCOE and Design Professional in General Responsible Charge. The Inspector shall immediately report to the PCOE, the Design Professional in General Responsible Charge, 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 or substandard workmanship in any portion of the Construction Work. The Inspector shall inform the PCOE, the Design Professional in General Responsible Charge, 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 PCOE of needed inspections related to the status of the Construction Work, and the PCOE 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/workmanship 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 more current form, with a copy sent to the PCOE, the Design Professional in General Responsible Charge, the Construction Manager, if any, and the DSA. If applicable, Inspector's notification shall direct the Contractor in writing, while simultaneously notifying the Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE, to cease installation of that nonconforming portion of the Project, pending further decision by the Design Professional in General Responsible Charge and the PCOE.

- 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 PCOE, the Design Professional in General Responsible Charge, 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 PCOE 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 by sending Requests for Information (RFIs) to the Design Professional in General Responsible Charge through the Construction Manager (if applicable) or PCOE, including the contractor's uncertainties regarding the Construction Documents.
- 6.6 Failure to Notify the Design Professional in General Responsible Charge, the Construction Manager, and the PCOE. Inspector's failure to notify the Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE 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 PCOE 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 Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE.

8. INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS

The Inspector shall become sufficiently acquainted with the Project and the agreements between the PCOE and the Design Professional in General Responsible Charge, Construction Manager (if applicable), Special Inspector, Testing laboratory and Contractor, to allow for the Inspector's effective and productive interface between the PCOE, the Design Professional in General Responsible Charge, 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 Design Professional in General Responsible Charge, the PCOE, or the Construction Manager (if applicable), attend meetings held at the Project site or the PCOE Facilities or other location identified to the Inspector by the PCOE. 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 including area(s) of work.
- 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 PCOE.

10.1.5 Said reports and/or job files shall be made available to the Design Professional in General Responsible Charge, the Construction Manager (if applicable), and the PCOE 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 PCOE 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 A record of its attendance on the Project site.
- 10.2.1.2 Schedules.
- 10.2.1.3 Notes.
- 10.2.1.4 Communications.
- 10.2.1.5 Records.
- 10.2.1.6 Correspondence.
- 10.2.1.7 Reports of Project site conferences.
- 10.2.1.8 Minutes of job site meetings and any other meeting minutes (if applicable).
- 10.2.1.9 Shop drawings and any other drawings on behalf of the PCOE.
- 10.2.1.10 Documents.
- 10.2.1.11 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.

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

- 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 Design Professional in General Responsible Charge for proper action. The Inspector, as a condition of Inspector's contract, shall have access to, at all times, all codes and documents referred to in the plans and specifications for the Project.
- 10.2.4 The Inspector shall organize and maintain a complete system of construction records as they relate to the scope of the project, including, but not limited to:
- 10.2.4.1 Form DSA 152 – Project Inspection Card, or more current form.
 - 10.2.4.2 DSA approved plans and specifications.
 - 10.2.4.3 Form DSA 103 – Statement of Structural Tests and Special Inspections, or more current form.
 - 10.2.4.4 Deferred submittals as required by the DSA approved plans.
 - 10.2.4.5 DSA approved Addenda and Revisions.
 - 10.2.4.6 Construction Change Documents and log.
 - 10.2.4.7 Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc.), as required by DSA approved specifications.
 - 10.2.4.8 Communication log; all communications and project related meeting minutes/notes.
 - 10.2.4.9 Notices of Deviations/Resolution of Deviations (form DSA 154, or more current form,), as delivered to the DSA, Design Professional in General Responsible Charge and contractor with log listing all notices with resolution status.
 - 10.2.4.10 Evidence of continuous inspection, such as inspector daily reports.
 - 10.2.4.11 Laboratory test and inspection reports.
 - 10.2.4.12 Special inspection reports.
 - 10.2.4.13 Records of concrete placing operations.
 - 10.2.4.14 Records of welding operations.
 - 10.2.4.15 Records of pile driving operations.
 - 10.2.4.16 Verified Reports from all parties required to file Verified Reports using form DSA 6, or more current form.
 - 10.2.4.17 Completed Semi-monthly Reports.
 - 10.2.4.18 DSA Field Trip Notes.
 - 10.2.4.19 Applicable codes and referenced standards.
 - 10.2.4.20 Any other documents required to provide a complete record of construction.
- 10.2.5 The Job File shall be kept on the job site until completion of the project and readily accessible to DSA personnel during site visits. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.

10.2.6 All these records and all documents kept by the Inspector shall be and remain the property of the PCOE. 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 PCOE. 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 PCOE.

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

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

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

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

10.2.7.4 Upon request by the DSA.

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

10.2.8.1 DSA 152 – Project Inspection Card.

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

10.2.8.3 DSA 6-AE from the Design Professional in General Responsible Charge/engineer.

10.2.8.4 DSA 6-C from each contractor having a contract with the PCOE.

10.2.8.5 DSA 292 from all special inspectors contracting directly and individually with the PCOE.

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

10.2.8.7 DSA 293 from the geotechnical engineer of record

10.2.8.8 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 (electronic format is acceptable) 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 PCOE 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, Design Professional in General Responsible Charge, and the PCOE 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 more 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 30 calendar days.
 - 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 PCOE 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 PCOE, the Design Professional in General Responsible Charge, the project structural engineer, and DSA using DSA Form 155, or more 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 Design Professional in General Responsible Charge 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 PCOE. The Inspector shall prepare and forward to the PCOE, Design Professional in General Responsible Charge, 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 Design Professional in General Responsible Charge's and Contractor's certificate of payment to the Construction Manager (if applicable) and the PCOE 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 PCOE a copy of documents satisfactory to the PCOE 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 PCOE. The Inspector shall initiate and provide the PCOE with Form DSA-5, or more 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 PCOE. In the event of the Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no additional cost to the PCOE, shall assist the PCOE to secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by the PCOE, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the PCOE at least ten (10) working days prior to the date that the substitute or assistant inspector will be on site. 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).