

**SANTA ROSA CITY SCHOOLS DISTRICT**



**REQUEST FOR QUALIFICATIONS & PROPOSALS (“RFQ/RFP”) FOR  
DSA-CERTIFIED PROJECT INSPECTOR SERVICES**

**RFP Packages Due on or before November 17, 2022**

**ATTN:  
Santa Rosa City Schools District  
Erik Oden  
Director, Maintenance and Operations  
211 Ridgway Avenue  
Santa Rosa, CA 95401**

**SANTA ROSA CITY SCHOOLS DISTRICT  
RFQ/RFP - DSA-Certified Project Inspector Services  
Notice to Proposers**

The Santa Rosa City Schools District (“District”) is requesting qualifications and proposals from qualified firms (“Firms”) to provide DSA-Certified Project Inspector Services for various District projects. The District uses the word “firm” throughout this RFQ/RFP, but the District will also accept proposals from qualified individuals.

This is not a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/RFP. The District reserves the right to reject any and all responses. Respondents shall not, directly or indirectly, communicate with any employee, officer, Board of Education member, agent or representative of the District regarding the RFQ/RFP for DSA-Certified Project Inspector Services required by the RFQ/RFP except for the District contact person noted below. The RFQ/RFP Response of a Respondent who has engaged in any action or activity inconsistent with or in violation of the foregoing is subject to rejection for non-responsiveness.

Submit one electronic copy in PDF format no later than 2:00pm on November 17th, 2022 via email to Erik Oden at [eoden@srcs.k12.ca.us](mailto:eoden@srcs.k12.ca.us) (with a copy to [theresa@gresytonewest.com](mailto:theresa@gresytonewest.com)) followed up with one hard copy submitted by 5:00pm on November 18th, 2022 to:

**Santa Rosa City Schools District  
Erik Oden  
Director, Maintenance and Operations  
211 Ridgway Avenue  
Santa Rosa, CA 95401**

Any proposals not received by such time may be disqualified at the sole discretion of the District.

Questions regarding this RFQ/RFP may be directed to Erik Oden, Director, Maintenance and Operations, in writing, by E-Mail at [eoden@srcs.k12.ca.us](mailto:eoden@srcs.k12.ca.us). Questions must be received by the District no later than the date and time established in the Schedule of Events provided herein. No other members of the District’s staff or Board should be contacted about this RFQ/RFP during the RFQ/RFP process. The District may, in its sole discretion, disqualify any proposer who engages in any prohibited communications.

The District reserves the right to cancel or revise in part or in its entirety, for any or no reason, this RFQ/RFP. If the District cancels or revises the RFQ/RFP prior to the deadline for the submission of proposals, notification will be placed on the District’s website. The District makes no representation that any contract will be awarded to any proposer responding to this RFQ/RFP. ***The District expressly reserves the right to postpone proposal consideration for its own convenience, to waive any informality or irregularity in any proposal received, and to reject any and all proposals received in response to this RFQ/RFP.***

**SANTA ROSA CITY SCHOOLS DISTRICT  
RFQ/RFP - DSA-Certified Project Inspector Services  
Proposed Schedule of Events**

The District anticipates the process for evaluating, selecting a proposer, and awarding the contract will be according to the following tentative schedule:

Advertise and Issue RFQ/RFP October 24th, 2022

Last Day to Submit Questions Regarding RFQ/RFP November 11th, 2022

Q&A Posted to District Website November 14th, 2022

Proposal Due Date November 17th, 2022

Candidate Interviews Planned week of November 28th, 2022

Notification of Intent to Award Week of November 28th, 2022

Board Meeting to Select Firm December 14 , 2022

**All dates are tentative and subject to revision.**

*[RFQ/RFP continues on the next page.]*

**SANTA ROSA CITY SCHOOLS DISTRICT  
RFQ/RFP - DSA-Certified Project Inspector Services  
Scope of Services**

**I. BACKGROUND AND DESCRIPTION**

As background, the Santa Rosa City Schools District currently operates twenty-four (24) sites. Through this RFQ/RFP, the District is seeking proposals to provide DSA-Certified Project Inspector Services (“Services”) for various DSA and non-DSA construction projects throughout the District, including new construction, modernization, alteration, additions, and/or other miscellaneous projects at school sites, District offices, and other District facilities, as more generally described in the Special Conditions/Scope of Services herein.

The District will select the Firm(s) most qualified to meet or exceed the District’s requirements. The District reserves the right to select one or more Firms for projects during the term of the contract. Selected Firm(s) may be requested to provide Services on more than one project concurrently.

**II. PROJECT INSPECTOR SERVICES**

**A. In General**

Under the general direction of the Superintendent and Associate Superintendent of Santa Rosa City School District, the selected firm will perform the following services that shall include, but are not limited to:

1. Perform general project inspector services for the Project.
2. Provide project inspector services and be appropriately licensed in the State of California to provide such services.
3. Meet and comply with all applicable legal requirements, including any regulations issued by the Division of State Architect (“DSA”), as applicable.

**B. Specific Major Responsibilities and Essential Duties**

Specific responsibilities and essential duties may include, but are not limited to the following:

1. Perform the Services of Project Inspector in accordance with California Building Standards Administration (Title 24, Part 1), Sections 4-211, 4-333, 4-334, 4-336, 4-337, 4-342 & 4-343, and California Education Code, Sections 17309 & 81141, which include and may not be limited to:

- a. Personal monitoring of the work performed by the construction contractor or contractors for DSA and/or non-DSA project(s). The work to be monitored shall include all structural and non-structural portions of the work, including but not

limited to electrical, mechanical, plumbing, millwork, doors, windows and other architectural work.

- b. Submission of the Semi-Monthly Reports, Verified Reports, and other required reports, if needed.
- c. Maintenance of files, records, and other documents at the project worksite
- d. Oversight of the Special Inspections and Sampling and Testing of Materials and Work-in-Place.

2. Develop and implement an inspection plan for monitoring construction contractor's work and verifying compliance with the quality and workmanship standards specified in the Construction Contract Plans and Specifications. The scope of this service includes inspection to determine compliance with all contract drawings and specification requirements, whether or not code compliance related, including compliance with approved submittals and Architect Supplemental Instructions. The inspection plan shall be coordinated with the contractor's construction schedule.

3. Schedule and coordinate the Special Inspections and Testing required to be performed for the work by other firms under contract with the District. Verify the completion of the required Special Inspections and Testing, and collect and distribute all Special Inspection and Testing reports to the Construction Contract Manager, the Architect, and the required files. Maintain a log of Special Inspections and Testing by recording, at a minimum information pertaining to type of service, date and time performed, and the results.

4. Prepare Daily Inspection Reports for the work. The Daily Inspection Reports shall record all applicable information indicated on the special form, shall be completed no later than the following workday, and copies shall be provided to the District's Associate Superintendent of the Santa Rosa City Schools District and/or Construction Contract Manager and the Architect. The Daily Inspection Reports shall be prepared electronically using District provided Project Management Software Procore.

5. Prepare and issue to the Construction Contractors, as required, written Notices of Non-Compliance. The Form shall be completed, provided to the Contractor, and copies distributed to the District's Associate Superintendent of the Santa Rosa City Schools District and/or Construction Contract Manager and the Architect. A log of Non-Compliance Notices issued and actions completed for correction shall be monitored and records maintained by the Project Inspector. The Notices of Non-Compliance and the Tracking Log shall be prepared and maintained electronically using the District provided Project Management software, Procore.

6. The services and documentation specified in paragraphs 3, 4, and 5 shall include that required for Quality Assurance of all work defined by the construction contract plans and specifications, in addition to that required by Title 24 and DSA Project Inspector roles and responsibilities.

7. Review and make recommendations to the District's Associate Superintendent of the Santa Rosa City Schools District and/or Construction Contract Manager regarding acceptability of Construction Contractor's progress Payment Requests.

8. Review at least monthly and make recommendations regarding suitability, the Construction Contractor prepared and maintained mark-up of drawings and specifications representing "as-built" conditions and approved changes.

9. The Project Inspector will provide all the required "tools of the trade", including a computer configured for interfacing with the District provided Project Management software, Procore. The District will provide office space with utilities, office furniture and furnishings, land-line telephone service, internet connection (to connect to Procore and access to fax and copying equipment).

10. Attend and participate in construction contract work progress meetings and other specially called meetings as requested by the District's Associate Superintendent of the Santa Rosa City Schools District, Project Manager, Construction Contract Manager and/or Architect.

Respondents acknowledge that the above list is not exhaustive and may be amended based on the District's project specific needs or otherwise at the District's sole discretion.

*[RFQ/RFP continues on the next page.]*

**SANTA ROSA CITY SCHOOLS DISTRICT**  
**RFQ/RFP - DSA-Certified Project Inspector Services**  
**Instructions to Proposers**

The District is inviting proposals from qualified Firms to provide DSA-certified project inspector services for the District.

**A. GENERAL**

1. Responsibilities of Firm

The responsibilities and duties listed in this RFQ/RFP are stated in general terms and are for informational purposes only. The parties shall negotiate a services agreement after a recommended Firm has been selected. **Any contract negotiated shall be subject to Board approval.**

The Firm selected is expected to have the qualifications and experience to provide DSA-certified project inspector services on behalf of the District.

2. Questions and Inquiries

Any questions regarding this RFQ/RFP shall be directed, in writing, to the District representative specified below. Transmission of questions may be made in writing by e-mail only, and must be received by the District no later than the date and time established above in the Schedule of Events and restated below. All requests for modification, interpretation, or clarification must be accompanied by all relevant information supporting the request. The District will evaluate any question or request submitted, but reserves the right at its sole discretion to determine whether to respond or accept the requested change.

Proposers are strongly cautioned to refrain from contacting any other member of the District staff, administration or any member of the District's Board prior to the final selection of a Firm for the project. Any prohibited communications may result in immediate disqualification of a Firm's response to this RFP.

District Representative:

Name: Erik Oden, Director of Maintenance and Operations

Email: eoden@srcs.k12.ca.us

Deadline for Submittal of RFP Related Questions: November 11th, 2022

3. Proposal Validity Period

The proposer agrees that its proposal will remain valid for 180 calendar days ("Validity Period") following the Proposal Due Date. The District may request an extension of the Validity Period. The Validity Period shall be automatically extended during the pendency of a protest or any legal action challenging the validity of the procurement. Once an award is made to a proposer, all

elements of that proposer's proposal shall remain valid until the completion of the project where an agreement is executed.

#### 4. Public Records

All proposals submitted in response to this RFP become the property of the District and responses to this RFP are subject to the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*).

Documents provided by the proposer marked Trade Secret, Confidential, or Proprietary and any financial records provided by the proposer shall be clearly identified, labeled, and addressed. The District assumes no responsibility for safeguarding the documents, unless the proposer has obtained an appropriate protective order issued by an arbitrator or court. A proposer has the duty of clearly labeling any Trade Secret, Confidential or Proprietary information as such. No liability will attach to the District for the errant release of Trade Secret information by the District under any circumstances.

#### 5. District Rights and Limitations

The District reserves the right to contract with any entity responding to this RFQ/RFP. This RFQ/RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/RFP. This RFQ/RFP does not commit the District to select any firm and the District makes no representation that participation in the RFQ/RFP process will lead to an award of contract or any consideration whatsoever. It is at the sole discretion of the District to award a contract for the services or no contract at all. The award of the contract(s) is subject to approval of the District's Board of Education.

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

The District, in its sole discretion, reserves the right to: (i) Accept or reject any and all submittals, or any portion or combination thereof; (ii) Contract with any entity responding to this RFQ/RFP in whatever manner the District decides; and/or (iii) Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

The respondent's submission, and any other supporting materials submitted to the District in response to this RFQ/RFP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. The District will have no liability to the respondent or other party as a result of any public disclosure of any RFQ/RFP.

The District reserves the right to add additional firms for consideration after receipt of submissions in response to this RFQ/RFP if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

6. Full Opportunity

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), Disabled Veterans Business Enterprises (“DVBE”) and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP 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.

7. Restrictions on Lobbying

From the period beginning on the date of the issuance of this RFQ/RFP and ending on the date of the award of the contract, no person, or entity responding to this RFQ/RFP, nor any officer, employee, representative, agent or contractor representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/RFP, the evaluation or selection process or the award of the contract(s) with any member of the District’s Board, committee members or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a proposal.

8. Minimum Insurance Requirements

The selected Firm shall maintain policies of insurance with an insurer(s) qualified to do business in the State of California and acceptable to the District. The Firm will be required to provide an insurance certificate including errors and omissions and professional liability insurance coverage and must meet all insurance requirements set forth in the contract, including but not limited to naming the District as an additional insured.

9. Miscellaneous

1. The proposal shall be signed by a duly authorized representative(s) of the Firm and include the full name and address of the proposing firm or entity.
2. The proposals must set forth accurate and complete information as required in this RFQ/RFP.
3. Submission of a proposal constitutes agreement by the proposer to each and all of the terms, conditions, provisions and requirements set forth and contemplated in this RFQ/RFP.
4. The successful proposer will be expected to adhere to all federal, state, and local laws, and all District policies, procedures and regulations, including, but not limited to, District policies and procedures related to COVID-19 or any other similar pandemic or epidemic.

5. The contents of the proposal of the successful proposer will become contractual obligations. Failure of the successful proposer to accept those obligations in a subsequent contractual agreement may result in cancellation of the award.
6. Any contract resulting from this RFQ/RFP is subject to appropriation of funds by the District's Board of Trustees for each fiscal year of service.
7. The District reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.
8. The successful respondent, if any, will be required to execute a contract with the District.
9. Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

*[RFP continues on the next page.]*

**SANTA ROSA CITY SCHOOLS DISTRICT**  
**RFQ/RFP - DSA-Certified Project Inspector Services**  
**Instructions for Submitting a Response**

Each Firm responding to the RFQ/RFP shall address the following items in its response. Each item below shall be separated and clearly marked by tabs, or other means, to allow for easy review by the District. The RFQ/RFP response shall not exceed twenty-five (25) pages, excluding front and back covers, tabs, and table of contents.

1. Cover Letter

A maximum one-page, dated introductory letter must be submitted including the legal name of the proposer, address, telephone and fax numbers, RFQ/RFP number and the name, title, and signature of the person(s) authorized to submit the qualifications on behalf of the Firm.

2. Table of Contents

A table of contents of the material contained in the proposal should follow the cover letter.

3. Executive Summary

The executive summary should include a brief summary of the most significant attributes that your Firm has to offer and why your Firm should be selected.

4. Description of Firm

Provide specific information regarding the size, financial strength, location, nature of work performed, number of employees, years in business, California business license number (if applicable), and tax identification number of Firm. Please identify the principal-in-charge who will serve as the District's main contact throughout the project. Include the address, telephone, and fax number of the office that will be primarily responsible for providing services under the proposal.

Please also provide evidence that the Firm is in good standing and able to complete business in the State of California.

5. Background of Firm's Personnel

Identify and provide the background, including resumes, of employees whom the Firm expects will be utilized on the project and will make up the project team. The team proposed must remain intact during the procurement process and the life of the project, if the proposer is selected, unless otherwise agreed in writing by the District. By submitting a proposal, the proposer acknowledges that the District is making a selection based on the experience and qualifications of the team presented in the proposal and any changes to the team without the consent of the District may constitute a breach of contract by the proposer.

6. Recent Experience

Provide a detailed summary of the Firm's recent experience in providing the anticipated services for other California K-12 public school districts and/or public facilities completed in the State of California. Identify experience with projects for both new facilities and additions/alterations to existing facilities.

7. Personnel and Capabilities

Include brief resumes of all individuals that will be available for providing the anticipated services. Describe the qualifications, certifications (DSA and other) and capabilities of those personnel capable of providing the anticipated services and their experience in providing such services. Indicate the personnel that are employees of your Firm, those of subcontractor firms, and those that will be available on an associate basis.

8. Litigation History

The Firm shall list all services-related litigation in the last five (5) years, filed either by a client, a client's representative, or a contractor, which names the Firm, Firm's employees, or Firm's consultants as defendants of any type. State the nature of the complaint, the beginning and end date, or anticipated end date, of each lawsuit, case number of proceeding, and the judgment or resolution or the anticipated judgment or resolution, including any settlement outside of court.

The Firm shall also provide specific information on termination for default and information concerning any convictions for filing false claims within the past five (5) years.

The Firm shall state whether the Firm has or has not filed a petition for bankruptcy. If the Firm has filed a petition for bankruptcy, the Firm shall provide the date the petition was filed and identify the jurisdiction in which the petition was filed.

9. Complaints Lodged with Local, State, or Professional Agencies

The Firm shall disclose complaint(s), if any, that have been lodged against the Firm with any local public agency, any agency of the State of California, or any professional organization with which the Firm is affiliated and, if so, describe the nature of the complaint(s) and outcome(s) or anticipated outcome(s).

10. Insurance

The Firm shall describe the outcome of claims, if any, filed against Firm's general liability, professional liability, or automobile liability insurance carriers during the past five (5) years. Identify the Firm's insurance carriers' name and address and policy number(s) for general liability and professional liability for the past five (5) years.

11. References

The Firm shall list a minimum of five (5) references for whom Firm has provided services in California for state and/or federally funded public schools. As part of the evaluation process, the District will diligently follow up on references to confirm experience and qualifications of proposers. Please include the following information for each reference provided on separate pages:

- 1) Year(s) of services
- 2) School district
- 3) Current contact person
- 4) Title/position
- 5) Contact phone number
- 6) Project description
- 7) Dollar value of the project
- 8) Delivery method
- 9) Duration of design
- 10) Duration of construction
- 11) Division of the State Architect (“DSA”) Closeout (# of months)

Lists, photos, and literature on related projects performed by the individuals expected to make up the Project team may be included. Do not include projects completed by other branch offices or by individuals that are not part of the proposed Project team.

12. Experience with State Regulatory Agencies

Specify the Firm’s experience working with State agencies, including the Office of Public School Construction, State Allocation Board, California Department of Education, and Division of the State Architect.

13. Project Plan and Methodology

Describe the procedures that the Firm will employ to ensure that the needs of the District will be satisfied, including completion of the project in a cost-effective and timely manner. Please describe how the Firm will manage and control costs, while providing the highest quality of design and planning services. Include an estimate of the amount of District staff time needed for assistance.

14. Current Projects and Workload

Please describe current projects that the Firm is engaged in of similar size and scope. Please describe how current workload demands on the Firm may impact the District.

15. Joint Ventures and Associations

If the project is to be undertaken by the Firm in joint venture or in association with one or more other entities, identify the parties involved in such a joint effort, the roles and responsibilities of each party, and whether all parties will be jointly and severally liable for performance and all contractual liabilities. In the event of a joint venture, please provide a copy of the joint venture agreement and identify which firm will be the lead member of the venture. The District reserves the right to require the lead firm to sign a Guaranty concerning the work to be completed.

16. Fee Estimate Range and Terms

Please provide rates and fees for all proposed members of the Firm's team who will provide services in response to this RFQ/RFP. Please provide an estimate for the number of hours that the proposed work will take in the judgment of the Firm. Please include rates for all expected fees associated with the work (e.g., travel expenses, copying and printing costs, etc.).

The District seeks to negotiate a fixed, not-to-exceed fee based on the final negotiated scope of work with any "additional work" being subject to reimbursement based on agreed upon rates for each member of the Firm's team. However, the District will consider a cost reimbursement contract should such an approach be determined to be in the best interests of the District when selecting the Firm to perform the work.

17. Non-Collusion Certification and RFP Certification

A qualified individual from the Firm must execute the Non-Collusion Certification and the RFP Certification contained herein. Executed copies of each certification must be included with the proposal.

18. Other

Each Firm is encouraged to provide a description of resources or any other information the Firm believes is pertinent to its proposal. Please do not include brochures or other marketing-related materials.

19. Certification

Complete, sign and date the Certification – Request For Qualifications and Proposals.

*[RFP continues on the next page.]*

**SANTA ROSA CITY SCHOOLS DISTRICT**  
**RFQ/RFP - DSA-Certified Project Inspector Services**  
**District's Evaluation Process**

Upon the District's receipt of the proposals, each proposal will be reviewed for (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the proposal; (b) conformance to the RFQ/RFP instructions regarding organization and format; and (c) responsiveness of the proposer to the requirements set forth in this RFQ/RFP. Those proposals determined to not be responsive to the requirements of this RFQ/RFP may be excluded from further consideration, and the proposer will be so advised. The District may also exclude from consideration any proposer whose RFQ/RFP contains a material misrepresentation. The District reserves the right to reject any or all proposals, to waive minor technicalities, or to advertise for new proposals if, in the judgment of the District, such course of action is in the best interests of the District.

The District plans to establish an Evaluation Committee for the purpose of reviewing and evaluating proposals submitted in response to the RFQ/RFP. Selection of candidate(s) will be based on demonstrated competence and on professional qualifications necessary to meet the District's needs to perform the services described in this RFQ/RFP.

After an initial screening of Firms, the District, at its sole discretion, may conduct in-person interviews with two or more Firms. Interviews will consist of a proposer's presentation to the Evaluation Committee and a question and answer discussion session with possible role playing in response to a given scenario. The presentation will afford the proposers the opportunity to highlight the significant aspects of their approach and understanding of the project and offer a chance for the Evaluation Committee to ask clarifying questions of their proposals. The oral presentation shall not be used to fill in missing or incomplete information that was required in the written proposal. No new information shall be presented by any proposer at the interview. An interview invitation letter will provide items for discussion during the interview presentation. Specific topics shall be provided in the interview letter. Date, time, location, required personnel, allotted time for the interviews, as well as equipment available to the proposer for the presentation, shall also be provided in the interview letter. **The key project personnel listed by the proposer in its proposal should participate in the interview.**

The District reserves the right to contract with one or more Firms. The District makes no representation that participation in the RFQ/RFP process will lead to an award of a contract or any agreement whatsoever.

The District may perform an investigation of the Firms that extends beyond contacting the school districts or other entities identified in the proposals. The District shall have the right to request any additional information from any or all of the proposing Firms, to select, in its sole discretion, Firms that will be interviewed, and to select, in its sole discretion, the Firm that best meets the needs of the District and to initiate negotiations to engage that Firm. In the event that such negotiations are determined, in the District's sole discretion, to be unsuccessful, the District shall have the right to terminate such negotiations and enter negotiations with the next most preferred Firm.

Each responsive proposal will be evaluated according to the criteria set forth below:

- Firm Experience and Qualifications
- Litigation/Claims/Complaint History
- Project Plan and Methodology
- Fees
- References
- Compliance with RFQ/RFP
- Interview, if applicable

The District will make its selection based on its impressions of which firm will be the best fit based on these categories. These categories will not be formally scored.

The following are conditions precedent to final award of the contract(s): (a) successful completion of negotiations (if held); (b) receipt by the District of all of the documents required to be provided prior to execution of the agreement; and (c) any other conditions required by the District's Board. Final award will be evidenced by execution of the agreement by the District's designee following approval by the District's Board. In the event only one proposal is received in response to this RFQ/RFP, District reserves the right to move forward with award to that proposer if determined to be in the best interests of the District.

*[RFP continues on the next page.]*

**SANTA ROSA CITY SCHOOLS DISTRICT**  
**RFQ/RFP - DSA-Certified Project Inspector Services**  
**Miscellaneous Information**

**Signature Authority.** The individual or official of the Firm who has the authority to contractually bind Firm must sign the RFQ/RFP response.

**Cost of Preparation of Proposal.** The RFQ/RFP response preparation and associated costs are the sole responsibility of the proposer and no proposer will be reimbursed by the District for any costs associated with responding to this RFQ/RFP.

**Examination of RFP.** Each proposer shall be solely responsible for examining this RFQ/RFP and all its parts with appropriate care and diligence. Each proposer is also responsible for monitoring the information concerning this RFQ/RFP and the procurement.

**Compliance with Law.** Throughout this procurement and any subsequent contract executed, all proposers are required to comply with all applicable state, federal, and local laws and regulations including, but not limited to, the California Labor Code. Proposers shall be responsible for complying with all applicable prevailing wage requirements and any applicable reporting and registration requirements as required by the California Department of Industrial Relations. Proposer shall be responsible for complying with guidelines related to the COVID-19 pandemic, as applicable. The successful proposer will also be expected to adhere to all District policies, procedures, and regulations, including those related to COVID-19, as applicable.

**District's Rights.** Each proposer agrees that the District shall be entitled to use all work product that is not returned to the proposer (including concepts, ideas, technology, techniques, methods, processes, drawings, and reports) contained in its proposal or generated by or on behalf of the proposer for the purpose of developing its proposal without compensation or consideration to the proposer, except such work product specifically labeled as a Trade Secret or Proprietary. By submitting a proposal, each proposer acknowledges that the District may incorporate and use such work product or concepts based thereon in the performance of its functions. The use of any of the work product by the District is at the sole risk and discretion of the District and shall in no way be deemed to confer liability on the unsuccessful proposer. By submitting a proposal, each proposer acknowledges and agrees that it does not have the right to keep the contents of its proposal from being used by the District, as described herein.

**Resulting Contract.** The successful respondent, if any, will be required to execute a contract with the District. The successful proposer will be required to maintain policies of insurance with an insurer(s) qualified to do business in the State of California and acceptable to the District.

**SANTA ROSA CITY SCHOOLS DISTRICT  
RFQ/RFP - DSA-Certified Project Inspector Services  
Non-Collusion Certification**

The party making the foregoing proposal, affirms that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

*[See required certification on next page.]*

**SANTA ROSA CITY SCHOOLS DISTRICT  
RFQ/RFP - DSA-Certified Project Inspector Services  
RFP Certification**

I certify that I have read the attached **REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR DSA-CERTIFIED PROJECT INSPECTOR SERVICES** and the instructions for providing a response. I further certify that I must submit one (1) hard copy and one (1) electronic copy via email of Firm's proposal in PDF format to this request and that I am authorized to commit Firm to the qualifications submitted.

<b>Signature</b>	<b>Type or Print Name</b>
<b>Title</b>	<b>Company</b>
<b>Address</b>	
<b>Telephone</b>	<b>Email</b>
<b>Date</b>	

If you are responding as a corporation, please provide your corporate seal here:

**ALL MATERIALS SUBMITTED IN RESPONSE TO THIS RFP SHALL BECOME THE PROPERTY OF THE SANTA ROSA CITY SCHOOLS DISTRICT AND MAY BE SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT (GOV. CODE, §§ 6500, ET SEQ.)**

**[END OF RFP DOCUMENT]**

# **Exhibit A**

Sample Agreement

## **PROJECT INSPECTOR OF RECORD SERVICES AGREEMENT**

This INSPECTOR OF RECORD SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the **[SANTA ROSA HIGH SCHOOL DISTRICT/City of Santa Rosa Elementary School District]** (“District”), a California public school district, and **[INSPECTOR'S NAME]** (“Inspector”). The District and Inspector may be referred to herein individually as “Party” or collectively as “Parties.”

### **RECITALS**

**A.** WHEREAS, the District anticipates having work performed by **[CONTRACTOR]** (“Contractor”) to provide construction services. The District and Contractor have entered into a contract for the work necessary to complete this work (hereinafter the “Contract Documents”). The work to be performed by Contractor under the Contract Documents shall be referred to herein as the “Project.”

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

**C.** WHEREAS, in connection with construction of the Project, the District is required by applicable law to retain the services of a DSA certified Project Inspector of Record.

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

### **AGREEMENT**

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

**[PROJECT NAME]**

**DSA Application No. [INSERT APP NUMBER]**

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

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

**Section 4. Inspection Services.** The Inspector shall, with respect to the Project, discharge the duties and responsibilities of an inspector as specified in currently applicable law, including but not

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

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

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

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

- xxxiv. Inspector shall advise the District (or the District's representative) and the Design Professional of circumstances surrounding requested changes in work.
  - xxxv. Inspector shall report to the District (or the District's representative) and the Design Professional verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and (3) work performed or materials used which are not in conformance with the Contract Documents.
  - xxxvi. Intentionally left blank.
  - xxxvii. Inspector shall note the Design Professional's verbal instructions to the Inspector during field supervision trips in the Inspector's Daily Log for that day or in the Field Instruction Sheet.
  - xxxviii. Inspector shall help make sure that the required record as-built drawings are accurately marked daily, or as required.
  - xxxix. Inspector shall, upon request, provide the District with a written report regarding each Contractor's performance of the Project.
  - xl. Inspector shall certify at completion of the construction on acceptable forms, that all materials used were in good condition and comply with the Contract Documents, that all work was performed in accordance with the Contract Documents and that the Project was constructed according to the Contract Documents.
  - xli. Inspector shall assist the District (or the District's representative) and the Design Professional in the final inspection, punch list and Project acceptance/closeout phase.
  - xlii. Inspector shall agree to timely and properly complete all reports requested by the District, DSA, the Design Professional, or as required by law. Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.
- c. The Inspector is required to:
- i. *Perform Continuous Inspections.* The Inspector must have actual personal knowledge of the continuous construction of the Project, obtained from their personal continuous inspection of the Project during all stages of its progress when work is performed at the Project site. For work performed at locations other than the Project site, the Inspector must have personal knowledge obtained through the reporting of others on the testing or inspection of materials and workmanship for compliances with the plans, specifications, or applicable standards for the Project.

Continuous inspection means complete and timely inspections of every part of

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

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

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

The Inspector shall make a copy of the Job File available to DSA on request, and shall submit a portion of the Job File to DSA when (1) the Inspector's services are terminated for any reason before completion of the Project; (2) the Project is substantially complete; or (3) work on the Project is suspended for more than one (1) year. The portion of the record submitted to DSA pursuant to this subsection shall be that portion described in Section 3.3.2 of DSA Procedure 13-01.

Additionally, the Job File shall comply with Government Code Section 8546.7, which authorizes the State Auditor and public entities, for a period of three (3) years following final payment to the Inspector, to review, audit or copy records of contracting parties with respect to each contract providing for expenditure of public funds in excess of ten thousand dollars (\$10,000). Therefore, the Inspector shall maintain and make such records available at all reasonable

times during any period which services are provided for the Project and for three (3) years from the date of the final District payment to the Inspector pursuant to this Agreement. Prior to destruction of any records, Inspector shall notify District of its intent to destroy such records. District shall notify Inspector within sixty (60) days of receipt of notice if the District desires that said records be sent to the District, and the Inspector shall deliver all such records to the District.

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

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

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

1. The names of any and all persons performing services for Inspector;

2. Date, weather, hours worked, forces, and equipment.
3. Detailed description of operation.
- 4-6. Intentionally left blank.
7. Detailed information concerning delays encountered.
8. Errors noted and changes needed or made.
- 9-10. Intentionally left blank.
11. Contact with utility companies.
12. Samples taken.
13. Checks made such as depth, width, correctness of cut/fill slopes, etc.
14. General comments on operations inspected.
15. Visitors and their comments.

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

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

- vi. *DSA Notifications.* The Inspector shall notify DSA, as required by applicable rules including without limitation Section 4-342(b)(5) of Part 1 of Title 24 of the CCR, of (1) the start of work on the Project; (2) at least forty-eight (48) hours before the completion of foundation trenches; (3) at least forty-eight (48) hours before the first foundation concrete placement and twenty-four (24) hours in advance of any subsequent and significant concrete placement; and (4) anytime the work on the Project is suspended for more than two (2) weeks. Such notification shall be made on DSA Form 151, and sent electronically to DSA. For purposes of the "start of work," the Inspector shall use the date on which the contractor mobilizes on the Project site to begin work on the Project. Notifications required by this Section shall be made in writing, with email notification sufficient to satisfy this requirement to the extent accepted by DSA. All notifications made to DSA pursuant to this section shall simultaneously be

made to the District's Project Manager. The Inspector shall be responsible for entering the "Card Start Date" on DSA Form 152 and submitting the DSA Form 151.

- vii. *Written Notice of Deviation.* If a deviation, following verbal notification to a contractor of a deviation in construction on the Project from the DSA approved plans, is not immediately corrected, then the Inspector shall promptly issue a written notice of deviation to the contractor, with a copy sent electronically to the Design Professional, the District, and DSA. The written notice of deviations shall be made utilizing DSA Form 154. The status and resolution of all deviations must be documented on the Semi-Monthly Reports.
- viii. *Report to Design Professionals.* The Inspector shall report to the Design Professional and the District in writing all uncertainties in the Inspector or contractors' comprehension of the DSA Approved Documents.
- ix. *Monitoring of Materials Testing and Special Inspection Program.* The Inspector shall be responsible, under the direction of the Design Professional, for monitoring the work of any special inspectors and materials testing laboratories to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA Approved Documents.

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

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

- x. *Reporting for Project with Work Stoppage.* The Inspector shall comply with any specific instructions from DSA, for additional reporting and/or oversight of construction or otherwise, arising in connection with a documented non-compliant condition that causes, or results in, a work stoppage. Such additional reporting may be required in the case of a Stop Work Order, Order to Comply, or Request for District/Owner to Stop Work, arising in accordance with DSA IR A-13.
  
- xi. *Verified Reporting.* Consistent with the requirements of applicable rules including without limitation Section 4-336 of Part 1 of Title 24 of the CCR, the Inspector shall electronically submit verified reports (“Verified Reports”), utilizing DSA Form 6-PI and DSA Form 152, as appropriate, directly to DSA (with copies to the Design Professional and District) when any of the following occur:
  - 1. Work on the Project is suspended for more than one (1) month.
  - 2. Inspector is terminated for any reason prior to the completion of the Project, and termination is not a result of a work stoppage.
  - 3. DSA requests a Verified Report.
  - 4. The District occupies any building involved in a Project before the completion of the entire DSA approved scope of work for the Project.
  - 5. The Project is substantially complete. “Substantially complete” shall mean that the Project is sufficiently complete in accordance with the DSA Approved Documents that the District may occupy or utilize the Project for its intended use, as determined by the District and the Design Professional.
  
- xii. *Approval of DSA Form 152.* The Inspector shall sign-off on applicable blocks and sections of DSA Form 152 when: (1) the completed work is in compliance with the DSA Approved Documents; (2) all necessary testing and inspections are complete; (3) any deviations from the DSA Approved Documents are resolved; (4) any DSA field trip note issues are resolved; and (5) all necessary documents are received by the Inspector. If any block or section is not applicable to the construction of the Project, the Inspector shall enter “NA” and initial.
  
- d. The Inspector is prohibited from performing functions associated with actual construction work, including, but not limited to: (1) constructing any portion of the Project; (2) ordering or purchasing materials; (3) directing the work of the contractor, subcontractor, volunteer labor, or any other entity performing construction work on the Project; (4) coordinating or scheduling the work on the Project; or (5) performing “quality control” of construction.

**Section 5. Conflict of Interest in Employment of Inspector.** Inspector hereby warrants that Inspector is not employed by a construction manager, project manager, or laboratory performing

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

**Section 6. Compensation.** In exchange for the Inspector's performance of the Inspection Services set forth in this Agreement, and as otherwise required by law or regulation, the District agrees to pay the Inspector [HOURLY WAGE] per hour to perform the Inspection Services required by in this agreement.

- a. The aforementioned rate shall constitute the only compensation that the District shall owe to the Inspector, and is agreed upon as full compensation and consideration for Inspector to take all required actions, and incur all necessary expenses, which are required for Inspector to perform the Inspection Services required by this Agreement.
- b. Invoices shall be submitted monthly, in a form acceptable to the District.
- c. Invoices shall not be submitted, and the District shall have no obligation to provide compensation, until the Daily Reports have been submitted to, and accepted by, the District.
- d. As a precondition of any payment, Inspector shall complete daily timecards certifying the accuracy of the number of hours for which the Inspector is seeking payment. Inspector shall submit with its Daily Reports (on a weekly basis as described in section 4(c)(iv) above)
- e. District shall pay undisputed invoices within thirty (30) days of receipt from the Inspector. The District may, within fifteen (15) days of receipt of a payment request from Inspector, reasonably request additional information and supporting documentation, in which case the District's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes Inspector to submit such information or documentation.
- f. The District may withhold final payment to the Inspector, following the completion of construction of the Project, until the Inspector has delivered the Job File to the District as required by this Agreement and DSA Procedure 13-01. Inspector shall not be reimbursed for any expenses unless authorized in writing by District in advance.
- g. Inspector agrees to be available when required, coordinated, or as directed by the District, or agreed to by mutual consent from the first day of work on the Project until completion.
- h. The District may reduce the inspection time on the Project as necessitated by Project delays, non-critical activity or as the project nears completion.

- i. Inspector shall bill the District at the hourly rate above only for time any Inspector is actually on the Project site performing the Inspection Services required by this Agreement.
- v. Notwithstanding anything herein to the contrary, if Inspector can provide documentary evidence demonstrating to the District's satisfaction that this contract required it to procure insurance of types or amounts not possessed prior to this agreement, District shall reimburse Inspector for the associated cost of the increased insurance premium.

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

- a. The District declares the project complete and/or files a Notice of Completion with the County Recorder's Office;
- b. The Project is indefinitely suspended or abandoned prior to completion, upon written notice by the District to the Inspector. This provision shall not result in the termination of the agreement where the District intentionally suspends work on the Project for any specified period of time;
- c. Funding for the Project is not received by the District, or is denied by the State Allocation Board ("SAB"), the Office of Public School Construction ("OPSC"), or the State of California ("State"), upon written notification by the District to the Inspector;
- d. The District decides that the Inspector's performance under the Agreement is unsatisfactory, and terminates the Agreement pursuant to Section 10, or for convenience under Section 11; or
- e. The Inspector is not approved by DSA to perform the Inspection Services for the Project.

**Section 8. Violations.** If the Inspector either (a) fails, neglects, or refuses to notify a contractor of any work on the Project that does not comply with the requirements of the DSA Approved Documents, or (b) fails, neglects, or refuses to report immediately, in writing, any such violation to the Design Professional, to the District, and to DSA, such failure, neglect, or refusal shall constitute a violation of the Field Act and this Agreement, and shall be cause for DSA to take action, and for the District to terminate this Agreement at its discretion pursuant to Section 10.

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

satisfaction, until the date of notice of termination, plus any sums due to the Inspector for extra services, if any, which have been approved in writing by the District in advance of the provision of the services.

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

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

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

- a. *Inspection Firm Continuation of Services.* Except in the event of the District's failure to make an undisputed payment of the Contract Price due the Inspection Firm, notwithstanding any disputes between District and the Inspection Firm hereunder, the Inspection Firm shall continue to provide and perform Project Inspector Services and authorized Additional Services pending a subsequent resolution of such disputes.
- b. *Mandatory Mediation.* All claims, disputes and other matters in controversy between the Inspection Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation.

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

- a. Coverage shall be at least as broad as:
  - i. Commercial General Liability ("CGL"): CGL on an "occurrence" basis for bodily injury and property damage with limits no less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.

- ii. Automobile liability with limit no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
  - iii. Workers' Compensation Insurance as required by the State, with statutory limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
  - iv. Professional Liability (Errors and Omissions) Insurance appropriate to the Inspector's profession for a period of five (5) years following completion of the Project, with limit no less than five hundred thousand dollars (\$500,000) per occurrence or claim, one million dollars (\$1,000,000) aggregate.
- b. If the Inspector maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.
  - c. *Additional Insureds.* The District and its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Inspector; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Inspector. General liability coverage can be provided in the form of an endorsement to the Inspector's insurance.
  - d. *Primary Insurance.* For any claims related to this Agreement, the Inspector's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Inspector's insurance and shall not conflict with it.
  - e. *Notice of Cancellation.* Each insurance policy required above shall state that coverage shall not be canceled, except with prior notice to the District of at least thirty (30) days (or ten (10) days for non-payment of premium).
  - f. *Waiver of Subrogation.* Inspector hereby grants to District a waiver of any right to subrogation which any insurer of said Inspector may acquire against the District by virtue of the payment of any loss under such insurance. Inspector agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
  - g. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Inspector to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
  - h. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

- i. *Claims Made Policies.* If any of the required policies provide coverage on a claims-made basis: (a) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Inspector must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Agreement.
- j. *Verification of Coverage.* Inspector shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the District before work commences under this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the Inspector’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

**Section 17. Independent Contractor.** The Inspector is an independent contractor and shall not be deemed or construed to be an employee, general agent or general representative of the District. Any limited agent or limited representative status conferred on the Inspector pursuant to this Agreement shall extend only so far as is reasonably necessary for the Inspector to perform its duties and responsibilities pursuant to this Agreement. The persons performing any of the Inspector Services pursuant to this Agreement on behalf of the Inspector shall at all times be under the Inspector’s exclusive supervision, direction and control. The Inspector shall pay all wages, salaries, insurance

benefits and other amounts due such personnel in connection with their performance of any services, including, but not limited to, services considered public works on the Project or any Inspector Services and as otherwise required by law. The Inspector shall be responsible for the preparation of all reports and payment of all obligations respecting such personnel, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

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

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

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

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

- a. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code Section 1773.1 apprenticeship or other training programs authorized by Labor Code Section 3093, and similar purposes when the term "per diem wages" is used herein.
- b. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- c. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- d. Each worker of the Inspector or any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Inspector or any subcontractors and such workers.

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

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

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

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

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

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

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

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

**Section 27. Captions and References.** The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Section, subsection, or other provision of this Agreement. Any reference in this Agreement to a Section or subsection, unless specified otherwise, shall be a reference to a Section or subsection of this Agreement.

**Section 28. Waiver.** The failure of a Party at any time to require performance by any other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

**Section 29. Notice and Demands.** Unless otherwise specified in this Agreement, all notices and demands required or permitted pursuant to this Agreement must be duly addressed as indicated below and sent via: (i) personal delivery (signature on delivery receipt requested); (ii) registered or certified U. S. Mail (postage prepaid and return receipt requested); (iii) FedEx, U.P.S., or other reliable private express delivery (signature on delivery receipt requested); (iv) by facsimile transmission (with transmission confirmation retained in sender's records); or (v) email, provided that the original of the communication is deposited into the U. S. Mail within twenty-four (24) hours after transmission, first-class postage prepaid. Any such communication shall be deemed received only upon actual receipt by the addressee. This Section shall not be construed as applying to day-to-day communications between the Parties for purposes of administering the Inspection Services or supervision of the construction of the Project, or to service of process pursuant to any applicable law or rule of court. A Party may change its below-specified name, address, facsimile number, or person to whom attention should be directed by giving notice as specified in this Section. Notices and demands must, as applicable, be addressed as follows:

To the District:  
SANTA ROSA CITY SCHOOLS  
Attn: [NAME]  
[INSERT ADDRESS]  
[INSERT EMAIL ADDRESS]

To the Inspector:  
[INSPECTOR'S NAME]  
[INSERT ADDRESS]  
[INSERT EMAIL ADDRESS]

**Section 30. Amendment.** This Agreement may be amended or modified only by written consent duly approved and executed by the Parties.

**Section 31. Due Authority.** Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the Party that he or she represents to sign, and thereby bind such Party to, this Agreement.

**Section 32. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signature pages may be detached from counterpart originals and combined in one (1) or more copies of this Agreement to physically form copies of this Agreement having original signatures of both Parties.

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

**[DISTRICT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[INSPECTOR]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT







