

**AGREEMENT FOR
PROJECT INSPECTION SERVICES
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
AAC DIVERSIFIED LLC**

This Agreement for Project Inspection Services (“**Agreement**”) is made and entered into as of April 28, 2024, by and between **San José Unified School District** (“**District**”) and **AAC DIVERSIFIED LLC** (“**Inspector**”), (individually a “**Party**” or collectively the “**Parties**”).

RECITALS

WHEREAS, District intends to award contracts to construction contractor(s) to perform work associated with Project Z0524 4045C – Painting Modernization (“**Construction Work**” or “**Work**”) at Trace Elementary School and Canoas Elementary School. (“**Site**”).

WHEREAS, District has retained the services of McKim Design Group as the architect(s) and/or design professional(s) of the Construction Work (“**Architect(s)**”); and

WHEREAS, the Construction Work shall be performed pursuant to District-approved plans, drawings, specifications, rules, regulations and statutes applicable to school construction and other contract documents (“**Contract Documents**”); and

WHEREAS, District requires the services of a Division of the State Architect (“**DSA**”) approved project inspector during the Construction Work; and

WHEREAS, pursuant to Education Code section 17311, District shall provide for and require competent, adequate, and continuous inspection during construction or alteration by an inspector satisfactory to the Architect or Structural Engineer and the Department of General Services; and

WHEREAS, Inspector warrants and represents that Inspector is competent to perform the duties and responsibilities required by this Agreement and by applicable laws and regulations for the inspection of Construction Work at the Site (“**Project**”).

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Services.

- 1.1. Inspector shall, as requested by District, act as the project inspector for the Project. Inspector shall observe construction operations to ensure that the Project is constructed and completed in strict conformity with all applicable laws and regulations and the Contract Documents (“**Services**”). The Services include project inspection services for each component as listed below.
- 1.2. Any one component or combination of components may be changed, or terminated, in the same manner as the Services, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Inspector shall invoice for each component separately and District shall compensate Inspector for each component separately on a proportionate basis based on the level and scope of work completed for each component.

- 2. **Term.** The term of this Agreement shall be the period of construction of the Project and shall terminate when the notice of completion for the Construction Work is recorded ("Term"), unless terminated or otherwise cancelled.
- 3. **Submittal of Documents.** Inspector shall not commence Services under this Agreement until the Inspector has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
- X Workers' Compensation Certification
- X District's Certifications
- X Insurance Certificates and Endorsements
- X W-9 Form

- 4. **Compensation.** Inspector's fee for the performance of Services at the above Site shall be

Lump Sum Basis. A Lump Sum in amount equal to forty thousand Dollars and no cents (\$40,000.00)

- 4.1. Inspector shall submit a monthly itemized statement of Service charges and expenses (if applicable) to District on the fifth (5th) day of each month. Inspector shall prepare a separate itemized statement for the Site at which Inspector provides Services. The itemized statement shall show the days and hours worked each workday Inspector performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Inspector to submit its invoice for a particular month's work. No amounts shall be due or owing to the Inspector if it fails to submit an invoice to District at or before the end of that grace period.
- 4.2. Payment for the Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Inspector submits an itemized statement to District for Services performed and after District's written approval of the Services performed.
- 4.3. The daily job log referred to herein shall detail the time spent by the Inspector in the performance of Services pursuant to this Agreement.
- 4.4. Inspector shall provide to District on a timely basis and to not cause a delay in DSA's approval of the Project, all verified report(s) for all scope(s) of Work and all other required Project documents if not already completed and provided to District. District shall retain five percent (5%) of Inspector's Fee or Ten Thousand Dollars (\$10,000), whichever is greater, until Inspector has filed all required verified report(s) and other Project Documents.
- 4.5. If requested by District, the Inspector shall provide additional or extended Services for the Project as may be necessary because of changed conditions including, without limitation, conditions made necessary by Work damaged by fire or other Acts of God during construction or prolongation of the initial construction contract time beyond the construction contract time schedule. Those additional or extended Services shall be as agreed to by District and shall be based on rates at or below the hourly, daily, weekly, or monthly rates as indicated here:

Maximum Rate for Additional or Extended Services

Hourly	\$115 /Hour
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5. **Expenses.** District shall not be liable to Inspector for any costs or expenses paid or incurred by Inspector in performing Services, except for those set forth below. Inspector agrees that travel may be required, at Inspector's expense. These travel expenses are not reimbursable.

5.1. "Not applicable"

6. **Independent Contractor.** Inspector, in the performance of this Agreement, shall be and act as an independent contractor. Inspector understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Inspector shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Inspector's employees. In the performance of the Services contemplated, Inspector is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Inspector's work, District being interested only in the results obtained.

7. **Inspector's and Subconsultant Registration and Compliance.**

7.1. Inspector acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Inspector shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Inspector represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.

7.2. Labor Code section 1771.1(a) states the following:

7.2.1. "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

7.3. Inspector shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.

7.4. Inspector shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.

7.5. Inspector shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

8. **Designated Representatives.** Inspector shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by District for the design, coordination or management of other work related to the Project.

9. **Materials.** Inspector shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

9.1. "Not applicable"

10. Performance of Services.

10.1. Standard of Care.

10.1.1. Inspector represents that Inspector has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Inspector's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Inspector's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

10.1.2. Inspector hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

10.1.3. Inspector shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Inspector understands that District relies upon such professional quality, accuracy, completeness, and coordination by Inspector in performing the Services.

10.1.4. Inspector shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

10.2. **Meetings.** Inspector agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.

10.3. District Approval.

10.3.1. District has the right to inspect and supervise to secure satisfactory completion of the Services.

10.3.2. Prior to any documents being made public, Inspector shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.

10.4. Inspector's Authority.

10.4.1. **Full-Time Inspector under Direction of Architect.** Inspector shall act as the Project inspector on a full-time, continuous basis, including during off hours, and weekend hours as deemed necessary by Inspector, the Architect and/or District. Inspector shall act under the direction of the Architect and shall be responsible to the Department of General Services, Division of the State Architect for enforcement of the Project plans and specifications.

10.4.2. **Authority to Reject or Stop Construction Work.** Inspector shall not have the authority to direct a contractor in the execution of the Construction Work nor to stop work on the Project. However, if Inspector observes Construction Work being performed in deviation from the approved plans, specifications, or change orders or in violation of any local, state or federal statute, Inspector shall, if such deviation or violation is not immediately corrected by contractor when brought to the attention of contractor, direct the contractor in writing, while

simultaneously notifying the Architect, and District, to cease installation of that nonconforming portion of Construction Work, pending further decision by Architect and District, and shall in all cases, make a written record of the event. Inspector shall deliver copies of the written record to District within twenty-four (24) hours of the event.

- 10.4.3. **Conflict of Interest.** 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. 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. Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.
- 10.5. **On-Site Presence.** Inspector shall be physically present at the Site at all times necessary for performance of its duties as project inspector. Inspector shall have personal knowledge of the Construction Work at all stages. Inspector shall accompany the Architect, District, the construction manager, or other consultants when any of them are observing the Construction Work. Inspector shall be physically present for all concrete work and masonry work.
- 10.6. **Inspector's General Obligations, Duties, and Responsibilities.** Inspector shall completely and timely inspect all portions of the Construction Work as it progresses.
- 10.6.1. Inspector shall endeavor to guard District and the State of California against apparent defects and deficiencies in the Construction Work and shall act on behalf of District to see that the Construction Work is executed and completed in a timely manner in accordance with the Contract Documents and applicable laws and regulations.
- 10.6.2. Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. Inspector shall consult the Architect to resolve any uncertainties in Inspector's comprehension of the plans and specifications. 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.
- 10.6.3. Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.
- 10.6.4. Inspector shall verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. 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.
- 10.6.5. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the most recent versions of the following forms, **attached hereto as Exhibit A:**
- 10.6.5.1. Form DSA IR A-7, Project Inspector: Certification and Approval.
- 10.6.5.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance.

10.6.6. Inspector shall not authorize deviations from the Contract Documents.

10.6.7. Inspector shall obtain authorization to access DSABox and submit all communications and documents through DSABox.

10.7. Inspector Maintenance of Records, Job File, and Building Codes.

10.7.1. **Inspection Records.** Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work (“**Inspection Records**”). The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:

10.7.1.1. **Record of Inspection on Plans.** A systematic record of the inspection of all Construction Work required by the Construction Documents. 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.

10.7.1.2. **Construction Procedure Records (Title 24, Part 1, Section 4-342(6)).** These shall include, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.

10.7.1.3. **Deviations and Resolution of Deviations.** The resolution of reported deviations.

10.7.1.4. **Daily Job Log.** Daily job log of the Inspector’s time spent, areas and scopes inspected, and tasks performed on the Site.

10.8. **Job File.** Inspector shall maintain a record of his/her attendance at the Site and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of District.

10.8.1. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with District, shall be kept in an order as directed by District (e.g. by date or type of transaction).

10.8.2. Inspector shall assist District staff in preparing quarterly progress reports to the governing board of District.

10.8.3. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

10.8.3.1. All Inspection Records.

10.8.3.2. Job memo file.

10.8.3.3. Site conference file.

10.8.3.4. Progress reports.

10.8.3.5. Test and Inspection List (Form DSA-103-1 (Revised 01-01-12)).

10.8.3.6. Correspondence file, including, without limitation, all correspondence from/to Architect, construction contractor(s), District, and DSA.

10.8.3.7. Complete change order file.

10.8.3.8. All Addenda.

10.8.3.9. All deferred approval documents.

10.8.3.10. Complete shop drawings, samples, and submittal file.

10.8.3.11. All Contract Documents including, without limitation, the approved plans and

specifications.

10.8.4. All records and documents kept by Inspector shall be and remain the property of District.

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

10.9.1. Title 24, Part 1 (Administrative Code).

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

10.9.3. Title 24, Part 3 (Electrical Code).

10.9.4. Title 24, Part 4 (Mechanical Code).

10.9.5. Title 24, Part 5 (Plumbing Code).

10.9.6. Title 24, Part 6 (Energy Code).

10.10. **Communications, Reporting, and Notifications.**

10.10.1. **DSA Notification.** Inspector shall notify DSA:

10.10.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at the Site.

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

10.10.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at the Site.

10.10.1.4. When Construction Work has been suspended for a period of more than two (2) weeks.

10.10.2. **Notification of District and Architect.** Inspector shall immediately report to District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. Inspector shall inform District, the Architect, and the construction manager 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. Inspector shall advise District of needed inspections related to the status of the Construction Work, and District shall provide the schedule of Construction Work to Inspector so that both Parties arrange timely inspections.

10.10.3. **Deviation Notification of Contractor(s).** Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. If the contractor does not immediately correct the deviation upon the verbal notice, then copies of the written notice shall be forwarded immediately to District, the Architect, the construction manager, and DSA. Inspector shall document all resolutions of

reported deviations and make them part of the Inspection Records.

10.10.4. **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector, including the contractor's uncertainties regarding the Construction Documents. Inspector shall document these inquiries and immediately forward them to the Architect for response.

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

10.11. **Inspector Responsibilities for Forms and Reports.**

10.11.1. **Semi-Monthly Reports.** Inspector shall submit semi-monthly reports on the 1st and the 15th of each month to District, the Architect, and DSA.

10.11.2. **Verified Reports.** Inspector shall submit verified reports at the following times that will include notification of outstanding deviations:

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

10.11.2.2. Inspector is terminated for any reason.

10.11.2.3. DSA requests a verified report.

10.11.2.4. If District occupies any building on the Site.

10.11.2.5. When the Construction Work is complete.

Each verified report shall be on Form DSA-6, or more current form, and shall clearly describe all non-compliant Construction Work including change order work that is pending DSA approval. Each verified report shall state that Inspector knows of Inspector's personal knowledge that the Construction Work has, in every material respect, been performed in compliance with the Construction Documents. Inspector shall declare under penalty of perjury that all information indicated on the report is true.

10.12. **All Other Reports.** In addition, 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 District. Inspector shall prepare and forward to District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

10.13. **Inspector Responsibilities for Laboratory Structural Tests.** Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing, and shall be responsible for the sequential progress of the Project related to the test lab reports.

10.14. **Inspector Responsibilities at Beginning of Occupancy.** Inspector shall observe District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.

10.15. **Compliance with DSA Inspection Card Process.** Inspector shall perform any service or work required to comply with DSA's inspection card process that establishes specific construction milestones that must be

approved by the Inspector before contractor(s) can start subsequent work on a project.

- 10.16. **Facilities/Equipment.** District shall provide for Inspector's operational needs, such as office supplies, telephone, and fax machine.
- 10.17. **Inspector Certification.** Inspector shall provide District a copy of documents satisfactory to District certifying that Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. Inspector shall also provide any other documents or certification requested by District. Inspector shall initiate and provide District with Form DSA-5, or more current qualification/certification form.
- 10.18. **Substitute Inspector and/or Assistant Inspector.** Inspector shall provide the Services throughout the Term and shall not delegate its duties without the full knowledge and prior written consent of District. In the event of Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, Inspector, at no cost to District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
- 10.19. **Other Jobs Outside of the Project.** Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.
- 10.19.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for District and shall be on constant duty at the Site as described in this Agreement.
- 10.19.2. Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.

11. **Information.** To the extent applicable, Inspector shall obtain information from District as follows:

- 11.1. **Furnished by District.** Upon request by Inspector, District shall furnish Inspector any information and documents readily available to District that the Inspector determines may be of use to the Inspector in the performance of the Services. District shall rely upon Inspector to determine which information and documents may be of use to the Inspector in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by District. Inspector shall determine if it is appropriate to rely on District furnished information or documents. Inspector shall determine if clarification, additional information, or additional data is needed.
- 11.2. **Furnished by Others.** Inspector is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Inspector shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Inspector shall determine if clarification, additional information, or additional data is needed.

12. **Originality of Services.** Except as to standard generic details, Inspector agrees that all technologies, formulae,

procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Inspector and shall not be copied in whole or in part from any other source, except that submitted to Inspector by District as a basis for such services.

13. **Copyright/Trademark/Patent.** Inspector understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District. Inspector consents to use of Inspector's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. **Audit.** Inspector shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of broker transacted under this Agreement. Inspector shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Inspector shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Inspector and shall conduct audit(s) during Inspector's normal business hours, unless Inspector otherwise consents. If the Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

15. **Termination**

- 15.1. **Job Completion.** Unless previously terminated or otherwise cancelled, this Agreement shall terminate when the notice of completion for the Project is recorded with the County recorder.
- 15.2. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Inspector only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Inspector. Notice shall be deemed given when received by the Inspector or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 15.3. **Without Cause by Inspector.** Inspector may not terminate this Agreement without cause.
- 15.4. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 15.4.1. Material violation of this Agreement by the Inspector; or
 - 15.4.2. Any act by Inspector exposing District to liability to others for personal injury or property damage; or
 - 15.4.3. Inspector is adjudged a bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the Services from another project inspector. If the expense, fees, and/or costs to District exceeds the cost of

providing the Services pursuant to this Agreement, the Inspector shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15.5. **With Cause by Inspector.** Inspector may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

15.5.1. Material violation of this Agreement by District, or

15.5.2. Failure of District to timely pay undisputed Inspector invoices.

Written notice by Inspector shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to District until this Agreement ceases and terminates. In the event of this termination, District may secure the Services from another Inspector.

15.6. **Documentation upon Termination.** Upon termination, Inspector shall provide District with all documents produced maintained or collected by Inspector pursuant to this Agreement, whether or not such documents are final or draft documents.

16. **Indemnification.** To the furthest extent permitted by California law, Inspector shall defend, indemnify, and hold free and harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Inspector, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

17. **Insurance.**

17.1. Inspector shall procure and maintain during the life of the Project the following insurance with minimum limits equal to the amount indicated below.

17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Inspector, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Services.

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

17.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Inspector's profession.

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

17.2. **Proof of Carriage of Insurance.** Inspector shall not commence any work under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

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

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

17.2.3. An endorsement stating that District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Inspector's insurance policies shall be primary to any insurance or self-insurance maintained by District.

17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to District and agreed upon in writing.

18. **Assignment.** The obligations and liabilities of the Inspector pursuant to this Agreement shall not be assigned voluntarily by the Inspector nor assigned by operation of law, without express written consent of District.

19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

20. **Compliance with Laws.**

20.1. **Generally.** Inspector shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Inspector shall give all notices required by any law, ordinance, rule and regulation bearing on the Services indicated or specified. If

Inspector observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Inspector shall notify District, in writing, and, at the sole option of District, any necessary changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Inspector receipt of a written termination notice from District. If Inspector performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Inspector shall bear all costs arising therefrom.

20.2. **Compliance with Applicable Laws.** Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.

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

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

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

20.2.4. Education Code of the State of California

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

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

20.2.7. National Board of Fire Underwriters' Regulations.

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

Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("**Prevailing Wage Laws**"). Since Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

21. **Certificates/Permits/Licenses.** Inspector and all Inspector's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Inspector shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.

22. **Anti-Discrimination.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Inspector agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Inspector and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Inspector or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the

Inspector agrees to require like compliance by all its subcontractor(s).

23. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Inspector performing of any portion of the Services.
24. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, Inspector must submit, upon request by District, appropriate documentation to District identifying the steps Inspector has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
25. **Interaction with the Media and Public.** Inspector shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Inspector receives a complaint from a citizen or the community, Inspector shall promptly inform District about the complaint.
26. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Inspector agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Inspector may be reported to the Internal Revenue Service.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **District's Evaluation of Inspector and Inspector's Employees and/or Subcontractors.** District may evaluate Inspector in any manner which is permissible under the law. District's evaluation may include, without limitation:
 - 28.1. Requesting that District employee(s) evaluate Inspector and Inspector's employees and subcontractors and each of their performance.
 - 28.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).
29. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
30. **Disputes.** All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.
31. **Confidentiality.** Inspector and all personnel designated by Inspector to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing any work pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the effective termination date of the Agreement.
32. **Employment with Public Agency.** Inspector, if an employee of another public agency, agrees that Inspector will

not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

33. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District:

San José Unified School District
855 Lenzen Avenue,
San José, CA 95126
Attention: Director of Procurement
E-Mail: tmorrison@sjusd.org

Inspector:


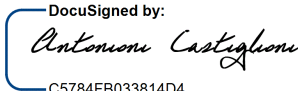
AAC Diversified LLC
16643 Calahan St.
North Hill, CA 91343
Attention: Antonioni Castiglioni
E-Mail: tonycdsa@gmail.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

34. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties for the Services and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
35. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
36. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
37. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
38. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
39. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
40. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
42. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party represents s(he) has been properly authorized and empowered to enter into this Agreement.

- 43. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 45. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
- 46. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal (“**RFQ/RFP**”), the RFQ/RFP and Inspector’s proposal are hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Inspector’s Proposal, this Agreement shall control over the RFQ/RFP, which shall control over Inspector’s Proposal. In no case shall a document calling for lower quality material or workmanship control.

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

Dated:		Dated:	5/16/2024
	San José Unified School District		AAC Diversified LLC
			
By:		By:	C5784FB033814D4...
Name:	Tracy Morrison	Name:	Antonioni Castiglioni
Title:	Director Procurement	Title:	President

Information regarding Inspector:

Inspector:	Antonioni Castiglioni	85-4229587:	
License No.:	5065	Employer Identification and/or Social Security Number	
Address:	16634 Calahan St, North Hills, CA 91343		
Telephone:	310-387-9923		
Facsimile:	N/A		
E-Mail:	tonycdsa@gmail.com		
Type of Business Entity:			
<input type="checkbox"/> Individual			
<input type="checkbox"/> Sole Proprietorship			
<input type="checkbox"/> Partnership			
<input type="checkbox"/> Limited Partnership			
<input type="checkbox"/> Corporation, State: _____			
<input checked="" type="checkbox"/> Limited Liability Company			
<input type="checkbox"/> Other: _____			

NOTE: Title 26, United States Code sections 6041 and IRS reporting rules require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. These rules also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

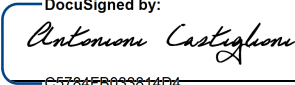
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: 5/16/2024

Proper Name of Inspector: AAC Diversified LLC

Signature: 
C5784FB833814D4...

Print Name: Antonioni Castiglioni

Title: President

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



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INSPECTOR CERTIFICATION AND APPROVAL

Disciplines: Structural

History: Revised 07/13/23
Original Issue 09/01/99

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE

This Interpretation of Regulations (IR) clarifies requirements relating to the certification and approval of school construction project inspectors (PI). All PIs must complete this two-step process of certification and approval by DSA before they are permitted to work on school construction projects.

SCOPE

Certification and Approval – A Two-Step Process.

Certification

Section 1 of this IR explains how to become a DSA-certified PI and maintain such certification. Certification is the first step in becoming a school construction PI. Certification attests that the inspector is qualified to inspect construction projects under DSA jurisdiction.

Approval

Section 2 below describes the DSA approval requirements and process for a PI to perform inspections on a particular project. Approval is the second step and must occur for every project. Approval of the PI by a DSA regional office must be obtained using the form *DSA 5-PI: Qualifications and Approval of the Project Inspector*, before the inspector is permitted to work on a project. Duties of inspectors are described in *IR A-8: Project Inspector and Assistant Inspector Duties and Performance*. The acceptance and approval of assistant inspectors (AI) follows similar criteria as described for the PI and is clarified in Section 3 below.

Section 4 of this IR briefly covers withdrawal of a PI's project approval and/or certification.

BACKGROUND

Statutory and regulatory requirements entail PIs must be both DSA certified and approved to perform inspections on projects under DSA purview.

Given the nature of inspections performed on a given project, DSA has developed different PI classifications (see California Administrative Code [CAC] 4-333.1). Those PI classifications are tied to project classification, which is usually driven by the highest structure classification on a project. Clarification of the different classifications are provided in this IR through examples.

PI project approval is dependent on consistency of the project and PI classification as well as the PI's experience on similar projects amongst other criteria. A PI's experience is crucial to ensuring proper construction compliance verification with DSA-approved construction documents given the variability in acceptable construction materials and methods. Procedural details of PI project approval in CAC 4-333 and 4-341 are described in this IR.

1. CERTIFICATION OF THE INSPECTOR

As required by law, all PIs must be certified through the DSA Project Inspector Examination Program.

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INSPECTOR CERTIFICATION AND APPROVAL

Examinations are given in each of three project classes. The examinations measure the applicant's ability to read and comprehend construction plans and the California Building Standards Code.

The DSA Project Inspector Examination Program does **not** qualify an applicant as a "special" inspector.

1.1 Class 1 Projects and the Class 1 Examination

Projects that are designated as Class 1 must contain one or more "Class 1 structures" (as defined below) but may also contain Class 2, Class 3 or Class 4 structures. The Class 1 examination is comprehensive; it tests the applicant's knowledge of Class 1, Class 2, Class 3 and Class 4 structures, and related code requirements.

Class 1 Structures

1.1.1 New buildings or additions of 2,000 square feet in floor area or greater that utilize materials other than wood-frame shear walls (e.g., concrete shear wall or moment-resisting frames, masonry shear walls, steel braced or moment-resisting frames) as the primary lateral load-resisting system.

1.1.2 Substantial structural alterations to the gravity and/or lateral load-resisting system of the building types described above.

1.2 Class 2 Projects and the Class 2 Examination

Projects that are designated as Class 2 must contain one or more "Class 2 structures" (as defined below) but may also contain Class 3 or Class 4 structures. The Class 2 examination tests the applicant's knowledge of Class 2, Class 3 and Class 4 structures, and related code requirements.

Class 2 Structures

1.2.1 New buildings or additions over 2,000 square feet in floor area that utilize wood-frame shear walls as the primary lateral load-resisting system. Projects may be single- or multilevel, with no upper limit in floor area. The project may contain incidental masonry, concrete and/or structural steel construction (e.g., gravity load carrying columns and beams). Buildings may have isolated exceptions to the lateral load-resisting system, such as a steel brace frame at one location in the structure. Cellular or communication poles (not including truss towers) and field or stadium lights are considered Class 2 structures.

1.2.2 New buildings or additions of less than 2,000 square feet in floor area that have primary lateral load-resisting systems utilizing concrete, masonry or steel construction. A single-story masonry building with a regular configuration, a floor area of less than 7,000 square feet, and a wood-frame roof structure may be considered to be a Class 2 structure. Steel cantilevered structures of a repetitive nature (e.g., carports with solar panels, etc.) exceeding 2,000 square feet in area may be considered a Class 2 structure unless DSA determines the nature or complexity warrants a higher classification.

1.2.3 On-site construction of two-story permanent modular buildings.

1.2.4 Alteration/modernization and reconstruction projects that exceed the limitations of the Class 3 scope of work and do not include substantial alterations to structural systems of concrete, steel or masonry.

1.2.5 Non-building structures that exceed the limitations of the Class 3 scope of work.

1.3 Class 3 Projects and the Class 3 Examination

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INSPECTOR CERTIFICATION AND APPROVAL

Projects that are designated as Class 3 must contain one or more “Class 3 structures” (small buildings of wood-frame construction and/or alteration/modernization projects) but may also contain Class 4 structures. The Class 3 examination tests the applicant’s knowledge of both Class 3 and Class 4 structures, and related code requirements.

Class 3 Structures**1.3.1 Class 3 Structures**

1.3.2 New buildings or additions of wood frame, single-story construction, with conventional (spread footing) concrete foundations and a total floor area less than 2,000 square feet. Structures must utilize wood-frame shear walls as the primary lateral load-resisting system. The project may include isolated steel or concrete elements (e.g., steel or concrete columns).

1.3.3 Structural alteration projects limited to wood-frame, single-story construction. When deemed appropriate by DSA, alterations to (or addition of) isolated steel, masonry or concrete elements may be included in Class 3 projects. For example, alterations or additions to relocatable buildings or cell tower appurtenances may be considered a Class 3 project. However, alteration projects involving significant changes to the lateral load-resisting system may be classified as Class 1 or 2 projects.

1.3.4 Alteration and modernization projects that are primarily non-structural, such as electrical, mechanical, plumbing, accessibility features and site improvement work.

1.3.5 Non-building structures, such as signs and poles, less than 35 feet in height, bleachers with a maximum of five rows of seats, walls less than 10 feet in height above grade, and single-story isolated canopies less than 200 square feet or, for pre-checked (PC) fabric shade structures (without field welding nor high-strength fastener installation), less than 2000 square feet in horizontal projected area.

1.4 Class 4 Projects

Projects that are designated as Class 4 only include “Class 4 structures” (e.g., site installation of pre-manufactured, single-story relocatable buildings and related sitework). The Class 4 examination is no longer administered and Class 4 certifications are no longer issued; however, any Class 4 project may be inspected by any DSA-certified PI (except Relocatable Building In-Plant inspectors).

1.5 Relocatable Building In-Plant (RBIP) Inspector

Inspectors of factory-built relocatable buildings must either be a DSA-certified RBIP inspector or a Class 1, 2 or 3 DSA-certified PI. All appropriately certified PIs (i.e., PI class is consistent with the classification of factory-built relocatable buildings) and inspectors on the approved RBIP list will be eligible to perform RBIP inspection on projects under DSA jurisdiction. DSA no longer issues RBIP certifications. DSA-certified or RBIP inspectors having an American Welding Society (AWS), Certified Welding Inspector (CWI) or Senior Certified Welding Inspector (SCWI) certification and who will be performing structural welding inspection may indicate such on their form *DSA 5-IP1: In-Plant Project Inspector Qualification and Approval* without need for filing a separate form *DSA 5-SI: Special Inspector Qualification and Approval*.

1.6 Assistant Inspectors (AI)

These are additional DSA-certified Class 1, 2, 3 or 4 project inspectors who, based on certain project conditions, act in the capacity as an assistant to the “lead” PI. Certain project conditions may include but are not limited to project size, complexity, construction pace and construction cost (benchmark/guide of \$35,000,000 as of 2022). The need for an AI shall be discussed with the DSA District Structural Engineer (DSE). DSAs approval of the PI may be contingent upon additional support from an AI.

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INSPECTOR CERTIFICATION AND APPROVAL**1.7 Expiration and Recertification**

An inspector's certification expires four years from the date of issue. To renew the certification, each inspector must complete the requirements of the DSA inspector recertification program every four years as described in the "How To Recertify A Project Inspector" section of the Apply and Maintain Project Inspector Certification DSA webpage.

1.8 Specific Examination Information

The DSA PI examination program is administered by the DSA Headquarters Office. For information regarding the examination schedule, locations, examination fees, or to obtain an application, contact DSA by phone at (916) 443-9932, or online at DSA's website.

2. APPROVAL OF THE PROJECT INSPECTOR

As required by law, all PIs must be DSA-approved for work on each individual project. All DSA PIs must maintain valid certification throughout the duration of assignment to any project and fulfill the requirements of DSA's recertification program as necessary. Newly certified PIs without prior DSA project inspection experience shall complete the DSA Project Inspector Overview Class prior to inspecting their first project. PI approval for work on 2019 or later code-based projects commencing in 2022 or later may be contingent upon completion of the Title 24 Mechanical Acceptance Training, (Refer to the "How To Recertify A Project Inspector" section of the Apply and Maintain Project Inspector Certification DSA webpage for further information.)

To apply for approval, the design professional in general responsible charge must submit a form DSA 5-PI to the appropriate DSA regional office to ensure DSA approval of the inspector prior to the start of construction.

For projects involving construction of permanent modular or relocatable buildings, the submittal requirements are the same except the design professional delegated responsibility for the observation of in-plant construction in Section 1 or, when subdelegated, Section 1.1 of the form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*, shall submit form DSA 5-IPI instead.

For projects requiring the use of an AI, the submittal requirements are the same as follows except the design professional in general responsible charge must submit a form *DSA 5-AI: Assistant Inspector Qualification and Approval* to the appropriate DSA regional office for approval. See Section 3 below.

For approval on Class 1 and Class 2 projects

Before submitting a form DSA 5-PI (5-IPI or 5-AI when applicable) for Class 1 or Class 2 projects, it is recommended the design professional in general responsible charge consults with the DSE assigned to the project. The design professional and the DSE should review the inspector's qualifications for the project with regard to DSA approval criteria (see *DSA Approval of the Project Inspector* in Section 2.1.5 below). The use of AIs should also be considered at this time.

2.1 Review of the Inspector's Qualifications by the School District and Responsible Design Professionals

The following four items must be reviewed by the design professional in general responsible charge, the structural engineer delegated responsibility for observation of construction, and the school district prior to submitting the form DSA 5-PI (5-IPI or 5-AI when applicable) to the respective DSA regional office for inspector approval:

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INSPECTOR CERTIFICATION AND APPROVAL**2.1.1 The Class of the Inspector's Certification and the Project Class**

The project's classification is determined by DSA during plan review, and is indicated on the Approval of Plans notification (issued after DSA approval of plans and specifications). The project classification can also be verified online at DSA's eTracker website.

PIs with Class 1 certification may apply for DSA approval to inspect *any* project. PIs with Class 2 certification may apply for approval to inspect projects that are designated as Class 2, 3 or 4. PIs with Class 3 certification may apply for approval to inspect projects that are designated as Class 3 or 4. PIs with Class 4 certification may apply for approval only to inspect Class 4 projects.

2.1.2 Inspector's Work Experience

DSA approval is contingent upon the inspector's experience in inspection or construction work on building projects of a type similar to that of the individual project for which the inspector is applying. The inspector must describe, on the form DSA 5-PI (5-IPI or 5-AI when applicable), qualifying experience from three building construction projects. Qualifying experience is defined by the types of duties performed and the types of projects on which those duties were performed.

Types of Duties

Prior job positions and responsibilities are the primary considerations of qualifying experience. The inspector's prior responsibilities for either inspection or construction should include experience with the trades that will be utilized on the project for which the inspector is applying. Job positions that may provide qualifying experience include:

2.1.2.1 PI (providing continuous inspection of an entire project). Prior experience as a PI is required for Class 1 and large Class 2 projects.

2.1.2.2 Health Care Access and Information (HCAI – formerly Office of Statewide Health Planning and Development [OSHPD]) Class A inspector.

2.1.2.3 DSA-approved AI.

2.1.2.4 Lead project construction superintendent.

2.1.2.5 Building official's representative in building code enforcement.

2.1.2.6 California registered civil or structural engineer, or licensed architect performing construction observations applicable to that role.

2.1.2.7 Special inspector or construction trade journeyman. These positions provide qualifying experience only in the specific trade(s) in which the individual worked.

Other job positions are unlikely to provide sufficient experience for approval by DSA as a PI.

Types of Projects

The types of projects that provide qualifying experience must be relevant to the type of project for which the inspector is applying. Project aspects (both for prior projects and the project for which the inspector is applying) that must be considered include:

2.1.2.8 Materials of the structural system (wood-frame, concrete, masonry, steel).

2.1.2.9 Complexity of the structural system (configuration of buildings, number of floors and unusual design features).

2.1.2.10 Size (square footage of new construction, total construction cost).

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INSPECTOR CERTIFICATION AND APPROVAL**2.1.3 On-Site Presence of the Project Inspector**

Two important aspects must be considered:

During Construction

The inspector must be present on the jobsite or in the plant (for permanent modular or relocatable buildings) as needed to provide continuous inspection of all the work (refer to California Administrative Code [CAC] Section 4-342[b]1 for additional information). The inspector's schedule must allocate sufficient time to perform all required duties on the project for which the inspector is applying.

The inspector must indicate on the form DSA 5-PI (5-IPI or 5-AI when applicable) whether presence on the jobsite will be full-time (40 hours per week or more) or part-time (less than 40 hours per week). Large projects usually require a full-time commitment from the inspector.

Time Commitment

If the inspector has other work commitments concurrent with the project for which the inspector is applying, each school project, each non-school project, and/or any other employment commitment must be described as indicated on the form DSA 5-PI (5-IPI or 5-AI when applicable). If the combined work between multiple projects is approximately 60 or more hours per week, the following is required:

2.1.3.1 Justification that sufficient time will be spent on the project while accounting for travel between projects.

2.1.3.2 When requested, a workload schedule accounting for all work commitments that is coordinated with the construction schedule for the project for which the inspector is applying.

2.1.3.3 A notification to all school districts and DSEs for those multiple projects.

2.1.3.4 Letters or emails of acknowledgement from those school districts and, when requested, DSEs working on those projects must be included with the form DSA 5-PI, 5-IPI or 5-AI when applicable).

Any future increase in workload on non-DSA projects beyond that identified in the form DSA 5-PI (5-IPI or 5-AI when applicable) without a corresponding workload decrease (i.e., a net increase) thereby resulting in a total workload of approximately 60 or more hours per week shall be communicated to the respective DSE for their consideration of whether adequate on-site inspector presence can be maintained.

During the initial inspector evaluation for the project, the responsible design professionals, the school district and DSA must conclude that the inspector's schedule will allow for an adequate presence on the jobsite. In the event that the school district, the responsible design professional(s) or DSA conclude that the inspector's schedule as described on the form DSA 5-PI (5-IPI or 5-AI when applicable) will not allow for sufficient presence on the jobsite, the inspector will be afforded an opportunity to provide additional information for re-evaluation.

2.1.4 School District and Design Professional's Interview of the Inspector

DSA recommends that the school district and the responsible design professional(s) conduct a personal interview with the inspector before signing the form DSA 5-PI (5-IPI or 5-AI when applicable).

The following points should be considered:

2.1.4.1 Inspector's knowledge of his/her role and responsibilities, job duties and limits of authority.

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2.1.4.2 Inspector's characteristics that are necessary to develop and maintain satisfactory working relationships. Such characteristics include effective communication skills, patience, determination, consistency and the ability to exercise sound judgment.

2.1.4.3 Inspector's physical ability and stamina to inspect all construction, and to maintain a responsive presence on the job.

2.1.4.4 Inspector's ability to provide a responsive presence on the job while accounting for time commitment on other concurrent projects and travel time between them.

2.1.4.5 Inspector's knowledge of construction methods, building materials, material testing/special inspection procedures and building codes applicable to the project. The inspector must be able to read and readily comprehend the requirements of the project plans and specifications.

2.2 DSA Approval of the Project Inspector

The PI must be DSA-approved for each individual project. The DSE's approval of the proposed inspector is based on the following criteria:

2.2.1 The proper relationship between the class of the inspector's certification and the project's classification, as described in Section 2.1.1 above.

2.2.2 The inspector's work experience, as described in Section 2.1.2 above.

2.2.3 The inspector's workload and time commitment to the project, as described in Section 2.1.3 above.

2.2.4 The utilization of AIs, as described above and in IR A-8.

2.2.5 Satisfactory performance on previous school construction projects.

2.2.6 Verification that the inspector is employed by the school district.

Exception: Manufacturer's stockpile projects shall have the DSA-accepted Laboratory of Record employ the in-plant inspector.

2.2.7 Verification that newly certified inspectors without prior DSA project experience have completed the DSA Project Inspector Overview Class prior to inspecting their first project.

If the inspector meets the requirements for approval, the DSE or field supervisor will sign the form DSA 5-PI (5-IPI or 5-AI when applicable), which indicates DSA approval. A copy of the signed form DSA 5-PI (5-IPI or 5-AI when applicable) will be posted to DSA's electronic filing system as indicated in *PR 13-01: Construction Oversight Process*.

If DSA is unable to grant approval, the form DSA 5-PI (5-IPI or 5-AI when applicable) will be promptly returned to the design professional in general responsible charge, with documentation of the reason(s) why approval was not granted. The proposed inspector may be reconsidered for approval if these documented reasons are satisfactorily addressed on the resubmitted form DSA 5-PI (5-IPI or 5-AI when applicable).

3. APPROVAL OF AN ASSISTANT INSPECTOR

All AIs must be DSA-certified Class 1, 2, 3 or 4 PIs, and must maintain their certifications and complete all training as noted in Section 1 above.

AIs must also be DSA-approved for work on each individual project with the design professional in general responsible charge submitting a form DSA 5-AI to the appropriate DSA regional office for approval.

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INSPECTOR CERTIFICATION AND APPROVAL

The approval of AIs essentially follows the same process as outlined in Section 2 above with the following additions/clarifications:

3.1 The form DSA 5-AI must clearly identify the scope of all construction work that the AI will inspect and any other code-prescribed duties that they will perform.

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

3.3 The PI (Class 1 or 2 only) must also interview the AI and complete their affidavit on the form DSA 5-AI.

3.4 The form DSA 5-AI must be submitted to the applicable DSA regional office at least 10 working days prior to the commencement of the AIs work on the project.

4. WITHDRAWAL OF APPROVAL AND/OR CERTIFICATION

The DSE observes the PI's performance of code-prescribed duties during the course of construction. IR A-8 describes the required duties and responsibilities of the PI. Failure to perform duties as required may result in the withdrawal of approval and/or certification of the PI pursuant to CAC Section 4-342. Should the school district terminate the inspector's employment prior to project completion, the school district shall confer with DSA and provide the basis for termination. The design professional in general responsible charge shall obtain DSA approval of a replacement PI prior to continuation of construction work.

REFERENCES:

California Code of Regulations Title 24

Part 1: California Administrative Code, Sections 4-333, 4-333.1, 4-341, and 3-342

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K-12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.



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PROJECT INSPECTOR AND ASSISTANT INSPECTOR DUTIES AND PERFORMANCE: 2022 CAC

Disciplines: Structural

History: Revised 12/05/23 Under 2022 CAC
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Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE

This Interpretation of Regulations (IR) clarifies the duties of project inspectors (PI) and assistant inspectors (AI) performing inspection duties on construction projects under DSA's jurisdiction.

SCOPE

Inspection duties on DSA regulated projects prescribed by the California Administrative Code (CAC) help ensure construction work complies with DSA approved construction documents. This IR describes practical aspects of code-prescribed inspection duties.

BACKGROUND

There are three types of inspectors who may perform code-required inspections on DSA projects: project inspectors, assistant inspectors, and special inspectors (SI).

- **Project Inspectors** are responsible for ensuring that all code-prescribed inspections and administrative duties are completed, including supervision of AIs, and monitoring the work of the Laboratory of Record (LOR) and SIs. Only DSA-certified Class 1 or 2 PIs may utilize one or more AIs to assist in performing inspection and administrative duties on a project.
- **Assistant Inspectors** may be utilized, or may be required, to assist a DSA-certified Class 1 or 2 PI by providing inspection and/or administrative assistance to the PI on a project. An AI must be qualified by obtaining DSA certification as a PI. Qualified assistants must be approved by DSA for each project as explained in *IR A-7: Inspector Certification and Approval*.
- **Special Inspectors** are specially qualified persons utilized, where required by code, to inspect specific aspects of the work such as structural steel welding or masonry construction. An SI may be hired by the LOR or through an independent contract with the school district or owner. Refer to California Administrative Code (CAC) Section 4-335(f) and *IR 17-12: Special Inspection Reporting Requirements*, for additional information.

1. REQUIRED DUTIES OF THE PROJECT INSPECTOR

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

1.1 The PI's responsibilities include:

1.1.1 Maintain a thorough understanding of all requirements of the construction documents.

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1.1.2 Inspection of all portions of the construction for compliance with the requirements of the DSA-approved construction documents.

1.1.3 Identification, documentation and reporting of construction deviations (using form *DSA 154: Notice of Deviations/Resolutions of Deviations*) from the requirements of the DSA-approved construction documents. (Refer to DSA Procedure (*PR*) *13-01: Construction Oversight Process* for additional information.)

1.1.4 Submittal of interim and final verified reports (forms *DSA 152: Project Inspection Card* and *DSA 6-PI: Project Inspector Verified Report*, respectively; *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report* for in-plant inspector) per PR 13-01. At the conclusion of the project any outstanding deviations must be noted on the form DSA 6-PI or, for the in-plant inspector, form DSA 152-IPI.

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

1.2 The PI is prohibited from performing functions associated with actual construction work such as the following:

1.2.1 Performing construction work.

1.2.2 Directing, coordinating, or scheduling the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work.

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

1.2.4 Ordering or purchasing materials.

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

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

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

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

2.1 Category 1 – Inspector’s Job File

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

2.1.1 DSA-approved (stamped and initialed) plans and specifications (printed copy).

2.1.2 DSA-approved testing and inspection list (form *DSA 103: List of Required Structural Tests and Special Inspections*). The form DSA 103 may be incorporated into drawings or specifications.

2.1.3 DSA-approved deferred submittals as required by DSA-approved plans (printed copy).

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- 2.1.4** DSA-approved project addenda and revisions (printed copies) with identification marks made on the original DSA-approved construction documents indicating changes made by these documents.
- 2.1.5** DSA-approved Category A construction change documents (CCD) with a log of all construction changes, with identification marks made on the original DSA-approved construction documents indicating changes made by these documents.
- 2.1.6** Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.
- 2.1.7** Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
- 2.1.8** Communication log documenting all significant project construction-related communications, such as contractor's requests for information (RFI), responses to RFIs, DSA communications (field trip notes, etc.), architect's supplemental instructions, information bulletins, and project-related meeting minutes and/or notes.
- 2.1.9** Deviation notices and resolution of deviations (form DSA 154) with a log (summary record) indicating resolution status for each deviation.
- 2.1.10** Records of concrete placing operations.
- 2.1.11** Evidence of continuous inspection, such as daily inspection reports.
- 2.1.12** Structural/materials and fire and life safety testing reports (i.e., completed copies of the National Fire Protection Association [NFPA] 13, 14, 24 and 72 Record of Completion and Testing and Inspection forms as applicable), as well as other pertinent non-structural test reports provided by other testing entities, e.g., water sanitation, backflow preventer testing, gas and potable water line pressure tests, heating, ventilation, and air conditioning (HVAC) air balancing, energy-related/CalGreen certification tests, etc.
- 2.1.13** Special inspection reports, whether performed by the PI (see Section 2.6 below) or SI, as well as other pertinent non-structural inspection reports provided by other inspection entities including but not limited to: elevator inspections, city or county health department inspections, etc.
- 2.1.14** Identification of responsible groups/individuals, including the PI, for both structural/material and fire and life safety-related tests and special inspections.
- 2.1.15** Completed semi-monthly reports (form *DSA 155: Project Inspector Semi-Monthly Report*).
- 2.1.16** Verified reports from all parties required to file verified reports.
- 2.1.17** Form *DSA 135: Field Trip Note* (or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
- 2.1.18** California Building Standards Codes (Title 24) applicable to the project, such as the following: Part 1 CAC; Part 2 California Building Code (CBC), Volumes 1 and 2; Part 3 California Electrical Code (CEC); Part 4 California Mechanical Code (CMC); Part 5 California Plumbing Code (CPC); Part 6 California Energy Code. The code edition must be as referenced on the DSA-approved plans and specifications. The PI should have access to applicable structural referenced standards as needed for particular project inspection activity.
- 2.1.19** Any other documents required to provide a complete record of construction.

The job file records listed above may be maintained in paper (i.e., hard copy) and/or electronic format, unless otherwise specified above. If any records are maintained electronically, full

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viewing access shall be given to the school district, DSA personnel and others needing access. The form DSA 119 provides guidance for required recordkeeping and duties. It may be used by the DSA field engineer, per Section 3.2 below. At the completion of the project, the PI shall transfer the job file, with the exception of building codes and reference standards, to the school district, which shall maintain the job file as part of the permanent school district records. If the PI is terminated prior to the completion of the project, for any reason, they shall ensure transfer of the job file. This occurrence requires the PI to personally provide a copy of the entire job file (with the exception of building codes and reference standards) to the assuming PI and to the school district. A copy of the entire job file shall be made available to DSA upon request (refer to PR 13-01 for additional information).

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

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

The inspector must:

2.2.1 Consult the responsible design professional(s) to resolve any uncertainties in the inspector’s comprehension of, or seeming errors in, the approved construction documents prior to construction of that portion of the work.

2.2.2 Review requirements for each phase of the construction with the contractor prior to commencing that phase of the work. Good communications will prevent construction errors from occurring.

2.2.3 Readily identify noncompliant work as the construction progresses to facilitate prompt corrective action.

2.2.4 Verify code-compliant implementation of both the structural/materials and fire and life safety testing as well as the special inspection program.

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

2.3 Category 3 – Continuous Inspection of the Work

Continuous inspection means complete and timely inspection of every part of the work, including any and all work beyond the inspected structural, fire and life safety and accessibility portions of the work, such as mechanical, electrical, plumbing, etc. CAC requires prompt inspection of all the work as it progresses. CAC also requires that prompt verbal notification be made to the contractor of any deviation so that the deviation can be immediately corrected. Deviations relating to structural, fire and life safety or accessibility that do not receive immediate corrective action must be reported using the form DSA 154. Deviations associated with other work (mechanical, electrical, plumbing, etc.) must be reported by the PI using a documentation method of their choosing (custom form, email, etc.). All deviations must be documented in the specified location on page 2 of form DSA 155.

Work associated with concrete and masonry, which is most effectively inspected only as it is placed, requires the constant presence of the inspector. (**Note:** When masonry special inspection is identified on form DSA 103, only DSA-certified masonry special inspectors may inspect masonry work. Any other special inspections identified on form DSA 103 shall be

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performed by appropriately qualified SIs as determined by DSA per CBC Sections 1703A.1, 1704A.2.1 and CAC Section 4-335(f). Refer to Section 2.6.1 below for those code-prescribed special inspections that may be performed and reported by the PI.)

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

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

2.4 Category 4 – Records of Inspections

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

2.4.1 A systematic record of all materials and assemblies accepted by the applicable design professional and delivered to the project site.

2.4.2 A systematic record of the inspection of all work required by the approved construction documents, including any modifications to the originally approved documents, such as approved addenda, revisions, or CCDs. (For special inspections performed and reported by the PI, refer to Section 2.6.1 below.) Marking properly completed work on a set of construction documents is a recommended method of verifying that the requirements of the plans and specifications have been met.

2.4.3 Construction procedure records per CAC Section 4-342, including but not limited to, concrete placement operations and other records specified on the DSA-approved construction documents.

2.4.4 Log of PI's and AI's time spent on site. DSA may require verification from the PI of time spent at the jobsite during all phases of the work. The PI's maximum cumulative total number of hours permitted on one or more simultaneous projects, exempt or not from DSA's jurisdiction, must not exceed approximately 60 hours per week without justification and notification provided to DSA and districts in which all simultaneous projects occur, and subsequent approval by DSA. Refer to IR A-7 for additional information.

2.5 Category 5 – Communications Required of the Inspector

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

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

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

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

2.5.1 Notifications to DSA

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

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

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

2.5.2 Inspector's Semi-Monthly Reports

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

2.5.3 Deviation Notices

(See CAC Section 4-342(b)6.) When the PI identifies deviations from the DSA-approved plans and specifications, they must verbally notify the contractor. If the deviation is not immediately corrected, the PI is required to promptly issue a written notice of deviation (form DSA 154) to the contractor and submit electronically as prescribed in PR 13-01. The PI shall contact DSA field staff by email at least 48 hours prior to scheduled work covering up uncorrected deviations. The status and resolution of all deviations must be documented on semi-monthly reports (form DSA 155).

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

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

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2.5.5 Reporting for Projects with Work Stoppage

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

2.5.6 Verified Reports

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

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

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

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

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

1. When DSA approval for SIs is required for district-employed SIs, the PI must verify their approval, and identify and report any SIs on the jobsite that are not DSA-approved (i.e., lacking approved form *DSA 5-SI: Special Inspector Qualification and Approval*), on form DSA 155. The PI must contact the design professional in general responsible charge and the school district to resolve this as soon as possible. Immediately notify DSA if construction work commences or continues without appropriate special inspections.
2. The PI must verify that the LOR is district-approved (refer to form *DSA 102-IC: Construction Start Notice/Inspection Card Request*) and included on the *List of DSA Accepted Testing Laboratories* on DSA’s website to perform the project-required tests and special inspections. If there are tests or special inspections the LOR is not qualified to perform, the PI must contact the design professional in general responsible charge and the school district to resolve this as soon as possible. Immediately notify DSA if testing or special inspections by the non-qualified LOR or their personnel commence or continue.
3. The PI must verify that the LOR, SIs and other inspection entities have received sufficient advance notification to perform the required material sampling, testing, or inspection.
4. The PI shall communicate expectations and basis of the work to be performed by the LOR and other inspection entities for the project.
5. The PI shall monitor all testing and inspection activities and is responsible for verifying that all required structural, fire and life safety, and other non-structural material sampling, testing and inspections are performed.

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- a. The PI's monitoring of performance of duties by other inspectors must include:
 - i. Verifying inspectors possess or have ready access to the DSA-approved construction documents pertinent to the work to be inspected.
 - ii. Verifying inspectors possess valid certifications for applicable disciplines.
 - iii. Periodically verifying inspections by others based on regulatory requirements.
- b. The PI's monitoring of the testing program must include:
 - i. Verifying test technicians and/or qualified representatives have the required equipment to perform all required tests (structural and non-structural).
 - ii. Verifying required testing equipment is calibrated as required.
- c. The PI shall consistently perform detailed reviews of all conforming and non-conforming daily inspection and test reports prepared by others for compliance with IR 17-12, as applicable. Reports prepared on site must be reviewed by the conclusion of the workday following the workday inspections/tests were performed. When inspections/tests are performed off-site by others, the PI must perform these same meticulous reviews the same day they receive these reports. The PI must communicate any deficiencies identified in the reports (i.e., required but missing information, conflicts, deviations, etc.) with the respective inspector/test technician immediately upon noticing, and ensure correction and/or clarification is provided promptly.

2.6.1 The PI is responsible for reviewing all structural/materials and fire and life safety-related test and inspection reports concurrently with construction. The PI must report on semi-monthly reports (using form DSA 155) the status and resolution of deviations (using form DSA 154) reported by any LOR, SI or test technician.

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

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

1. Soils and Foundations:

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

- a. Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.
- b. Foundation excavations are extended to proper depth and have reached proper material.
- c. Materials below footings must not contain loose material, mud, organic silt, organic clays, or peat.

2. Structural wood framing:

- a. High-load diaphragms per CBC Section 1705A.5.1.
- b. Field installed bracing of metal-plate-connected wood trusses per CBC Section

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1705A.5.2.

- c. Structural wood per CBC Section 1705A.12.1 for wind resistance, and Section 1705A.13.2 for seismic resistance.
- 3. Concrete pre-placement and placement per CBC Sections 1705A.3.5 and 1705A.3.6 for cast-in-place concrete pad or strip footings, stem walls, or non-structural slab-on-grade (e.g., the slab does not transfer lateral loads, miscellaneous site concrete, etc.). Items inspected or verified shall include all applicable compliance items in relevant sections in ACI 318, CBC Section 1705A.3, and Table 1705A.3 not assigned to the batch plant SIs or the LOR in the form DSA 103.
- 4. Cold-formed steel light-frame construction per CBC Section 1705A.12.2 for wind resistance, and Section 1705A.13.3 for seismic resistance, none of which involves welding of cold-formed steel,
 - a. **Exception:** Welding of cold-formed steel requires an SI unless DSA provides prior written approval for the PI to perform those special inspections.
- 5. Architectural components for seismic resistance per CBC Section 1705A.13.5.
 - a. **Exceptions:** The following require an SI unless DSA provides prior written approval for the PI to perform those special inspections:
 - i. Masonry veneer. (**Note:** The PI must have a DSA Masonry Special Inspector Certification to perform this special inspection.)
 - ii. Proprietary systems or products, including anchorage systems, having recognized code evaluation reports (see *IR A-5: Acceptance of Products, Materials and Evaluation Reports*) specifying special inspection. (**Note:** Prior written approval by DSA for the PI to perform special inspections is not required for anchorage of non-structural components identified as exempt in the Appendix of form DSA 103.)
- 6. Access floors per CBC Section 1705A.13.5.1.
- 7. Plumbing, mechanical and electrical component installation and anchorage for seismic resistance per CBC Section 1705A.13.6.
 - a. **Exception:** The following requires an SI unless DSA provides prior written approval for the PI to perform those special inspections:
 - i. Proprietary systems or products, including anchorage systems, having recognized code evaluation reports (see *IR A-5*) specifying special inspection. (**Note:** Prior written approval by DSA for the PI to perform special inspections is not required for anchorage of non-structural components identified as exempt in the Appendix of form DSA 103.)
- 8. Exterior insulation and finish systems per CBC Section 1705A.17.
- 9. Fire-resistant penetrations and joints per CBC Section 1705A.18.

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

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2.7 Category 7 – Supervision of Assistant Inspectors

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

The PI must ensure that their AI is performing the duties indicated on the AI's approved form *DSA 5-AI: Assistant Inspector Qualification and Approval*. (See IR A-7.)

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

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

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

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

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

3. DSA OVERSIGHT

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

3.1.1 Monitoring of the PI's administration and documentation of project activities.

3.1.2 Observation of construction.

3.1.3 Documentation of site visit findings using DSA field trip notes (form DSA 135).

3.2 Project Inspector Performance Review

The DSA field engineer may evaluate PI and AI performance of code required duties for, and administration of, the project using the form DSA 119. The purpose of the performance review is as follows:

To verify:

3.2.1 Continuous inspection of all work, including any portion performed by AIs.

3.2.2 Comprehension of the DSA-approved construction documents.

3.2.3 Proper monitoring of the entire testing and inspection program (structural and non-structural).

3.2.4 Proper PI supervision of AIs.

3.2.5 Proper communications/notifications to DSA and others as well as response to, or appropriate action taken, based on prior DSA communications.

3.2.6 Completeness of PI records as described in the job file list in Section 2.1 above.

To communicate:

3.2.7 With the PI and responsible design professional regarding the PI's performance.

3.2.8 Any project documentation or other issues during construction, such as PI's proper noting and communication of deviations and their resolutions, to facilitate timely project certification.

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PROJECT INSPECTOR AND ASSISTANT INSPECTOR DUTIES AND PERFORMANCE: 2022 CAC

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

3.3 Observation of Construction by DSA

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

3.4 DSA Field Trip Notes

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

REFERENCES:

2022 California Code of Regulations (CCR) Title 24

Part 1: California Administrative Code (CAC) Sections 4-211, 4-212, 4-214, 4-219, 4-240, 4-241, 4-242, 4-333, 4-333.1, 4-334, 4-335, 4-336, 4-337, and 4-342

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.



Exhibit B

~~Exhibit A~~

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor Parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor Parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: N/A, N/A at N/A

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. The Contractor and the Contractor Parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor Parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section 49406(m).
- The following Contractor and/or Contractor Parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section 49406. In addition, the Contractor shall maintain on file the certificates showing that the Contractor Parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor Parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the 2022–23 School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

Lobbyist Certification. The Contractor and the Contractor Parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor Parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor Parties Services hereunder shall or may include lobbying. Contractor and/or Contractor Parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on

file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor Parties shall at all times comply with the conflict-of-interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor Parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor Parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor Parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 5/16/2024

Contractor: AAC Diversified LLC

Signature: 
C5784FB033814D4...

Name: Antonioni Castiglioni

Title: President