

**AGREEMENT FOR  
PROJECT INSPECTION SERVICES  
BY AND BETWEEN  
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT  
AND  
FURMAN CONSTRUCTION INSPECTION, INC.**

This Agreement for Project Inspection Services (“Agreement”) is made and entered into as of March 6<sup>th</sup>, 2019 by and between **Livermore Valley Joint Unified School District** (“District”) and Furman Construction Inspection, Inc. (“Inspector”), (individually a “Party” or collectively the “Parties”).

**RECITALS**

**WHEREAS**, District intends to award contracts to construction contractor(s) to perform work (“Construction Work”) at the following District site(s):

Joe Michell K-8 School

**WHEREAS**, District has retained the services of Lionakis Architects 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, the DSA and Architect, Inspector has been approved to be a project inspector on California public school construction projects; 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(s) (“Project”).

**NOW, THEREFORE**, the Parties agree as follows:

1. **Inspector as District Representative.** Inspector shall, as requested by District, act as the project inspector for the Project. Inspector shall observe construction operations to insure that the Project is constructed and completed in strict conformity with all applicable laws and regulations and the Contract Documents (“Services”).
2. **Scope of Work and Compensation.** The Services include project inspection services for each component as listed below.
  - 2.1. 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.
  - 2.2. THIS SECTION INTENTIONALLY LEFT BLANK

- 2.3. Inspector's fee for the performance of Services shall be **\$18,000.00 (Eighteen Thousand) dollars** per month for a total maximum fee of **\$ 432,000.00 (Four Hundred Thirty-Two Thousand) dollars**.
- 2.4. The Inspector shall submit a monthly itemized statement of Service charges and expenses (if applicable) to the District on the fifth (5<sup>th</sup>) day of each month. Inspector shall prepare a separate itemized statement for each Site that the Inspector provides Services. The itemized statement shall show the days and hours worked each workday that the 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 the District at or before the end of that grace period.
- 2.5. Payment of all undisputed amounts will be due within thirty (30) days of receipt of Inspector's invoice.
- 2.6. The daily job log referred to herein shall detail the time spent by the Inspector in the performance of Services pursuant to this Agreement.
- 2.7. Inspector shall provide to the 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 the District.
- 2.8. If requested by the 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 the 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  | \$110.00           |
| Daily   | \$N/A              |
| Weekly  | \$ N/A             |
| Monthly | \$ 18,000.00/Month |

- 3. **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.
  - 3.1. The term of this agreement shall begin April 1, 2019 and is expected to run through April 1, 2021, (24 months). This term is subject to change at the District's discretion.
- 4. **Submittal of Documents.** Inspector shall not commence the Services under this Agreement until Inspector has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certificate
- Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- \_\_\_\_\_ (Other)
- \_\_\_\_\_ (Other)

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 in this Agreement. Inspector agrees that travel may be required, at Inspector's expense. These travel expenses are not reimbursable.
6. **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:
  - 6.1. Not applicable
7. **Standard of Care.**
  - 7.1. 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.
  - 7.2. 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.
  - 7.3. Inspector shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Inspector understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Inspector in performing the Services.
  - 7.4. 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.
8. **Inspector's Authority**
  - 8.1. **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.
  - 8.2. **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 the 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.
  - 8.3. **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.

9. **On-Site Presence.** Inspector shall be physically present at each 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. **Inspector's General Obligations, Duties, and Responsibilities.** Inspector shall completely and timely inspect all portions of the Construction Work as it progresses.
  - 10.1. Inspector shall endeavor to guard District and the State of California ("State") 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.
  - 10.2. 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.
  - 10.3. Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.
  - 10.4. 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.
  - 10.5. 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:
    - 10.5.1. Form DSA IR A-7, Project Inspector: Certification and Approval.
    - 10.5.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance.
  - 10.6. Inspector shall not authorize deviations from the Contract Documents.
11. **Inspector Maintenance of Records, Job File, and Building Codes**
  - 11.1. **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:

- 11.1.1. **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.
- 11.1.2. **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.
- 11.1.3. **Deviations and Resolution of Deviations.** The resolution of reported deviations.
- 11.1.4. **Daily Job Log.** Daily job log of the Inspector's time spent, areas and scopes inspected, and tasks performed on the Site(s).
- 11.2. **Job File.** Inspector shall maintain a record of his/her attendance on the Site(s) and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District.
  - 11.2.1. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction).
  - 11.2.2. Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District.
  - 11.2.3. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:
    - 11.2.3.1. All Inspection Records.
    - 11.2.3.2. Job memo file.
    - 11.2.3.3. Site conference file.
    - 11.2.3.4. Progress reports.
    - 11.2.3.5. Test and Inspection List (Form DSA-103-1 (Revised 01-01-12)).
    - 11.2.3.6. Correspondence file, including, without limitation, all correspondence from/to Architect, construction contractor(s), District, and DSA.
    - 11.2.3.7. Complete change order file.
    - 11.2.3.8. All Addenda.
    - 11.2.3.9. All deferred approval documents.
    - 11.2.3.10. Complete shop drawings, samples, and submittal file.
    - 11.2.3.11. All Contract Documents including, without limitation, the approved plans and specifications.
  - 11.2.4. All records and documents kept by Inspector shall be and remain the property of District.
- 11.3. **Building Codes.** In addition to the above documents, Inspector shall keep at the Site(s), 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:
  - 11.3.1. Title 24, Part 1 (Administrative Code)
  - 11.3.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code)
  - 11.3.3. Title 24, Part 3 (Electrical Code)
  - 11.3.4. Title 24, Part 4 (Mechanical Code)

11.3.5. Title 24, Part 5 (Plumbing Code)

11.3.6. Title 24, Part 6 (Energy Code)

## 12. Communications, Reporting, and Notifications

### 12.1. **DSA Notification.** Inspector shall notify DSA:

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

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

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

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

### 12.2. **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 the 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 the 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.

### 12.3. **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 the District, the Architect, the construction manager, and DSA. Inspector shall document all resolutions of reported deviations and make them part of the Inspection Records.

### 12.4. **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.

### 12.5. **Construction Manager.** Inspector shall also work with the construction manager if the 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 the District.

## 13. Inspector Responsibilities for Forms and Reports

### 13.1. **Semi-Monthly Reports.** Inspector shall submit semi-monthly reports on the 1<sup>st</sup> and the 15<sup>th</sup> of each month to District, the Architect, and DSA.

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

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

13.2.2. Inspector is terminated for any reason.

13.2.3. DSA requests a verified report.

13.2.4. If District occupies any building on the Site(s).

13.2.5. 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 his/her 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.

- 13.3. **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 the District. Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.
14. **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.
15. **Inspector Responsibilities at Beginning of Occupancy.** Inspector shall observe the 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.
16. **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.
  - 16.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
  - 16.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
  - 16.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
  - 16.4. Education Code of the State of California
  - 16.5. Industrial Accident Commission's Safety Orders, State of California.
  - 16.6. National Electrical Safety Code, U. S. Department of Commerce.
  - 16.7. National Board of Fire Underwriters' Regulations.
  - 16.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.
  - 16.9. 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.
17. **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.
18. **Inspector Certification.** Inspector shall provide the District a copy of documents satisfactory to the 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 the District. Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.

19. **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 the 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).
20. **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.
  - 20.1. 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 each Site as described in this Agreement.
  - 20.2. 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.
21. **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:
  - 21.1. Requesting that District employee(s) evaluate Inspector and Inspector's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).
22. **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.
23. **Independent Contractor.** Inspector shall act as an independent contractor and shall not be an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Inspector shall not earn or be entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Nothing in this Agreement shall be construed to mean that the District retains any control over the manner and means of how Inspector performs its duties and responsibilities under this Agreement, but only as to the results of the Services. It is understood that no deductions will be made from payments to Inspector on account of withholding for income tax, Social Security, health insurance, retirement, or any other benefits applicable to employees of the District. 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.
24. **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.

25. **Non-Assignment.** This Agreement is a personal services agreement. Inspector shall not assign this Agreement or any portion of it voluntarily to any third party without the prior written consent of the District, and any purported assignment without prior written consent of the District shall automatically terminate this Agreement.
26. **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 the 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.
27. **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 the 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.
28. **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 the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to 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.
29. **Termination**
  - 29.1. **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.
  - 29.2. **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.
  - 29.3. **Without Cause by Inspector.** Inspector cannot terminate this Agreement without cause.
  - 29.4. **Termination for Cause.** District may terminate this Agreement immediately for cause. Cause shall include, without limitation:
    - 29.4.1. Material violation of this Agreement by Inspector, including without limitation, failure to provide required reports; or

- 29.4.2. Any act by Inspector exposing the District to liability to others for personal injury or property damage; or
- 29.4.3. Inspector is adjudged bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector's insolvency.
- 29.4.4. The Project Inspector Qualification and Approval form (DSA Form 5-PI) is not approved by the Division of the State Architect for any of the listed projects.
- 29.4.5. 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 a termination for cause, the District may secure the required services from another project inspector. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, Inspector shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 29.5. **Documentation upon Termination.** Upon termination, Inspector shall provide the District with all documents produced maintained or collected by Inspector pursuant to this Agreement, whether or not such documents are final or draft documents.
30. **Indemnification.** To the furthest extent permitted by California law, Inspector shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Inspectors, 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"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Inspector, its officials, officers, employees, subcontractors, Inspectors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.
31. **Insurance**
- 31.1. Inspector shall procure and maintain during the life of the Project the following insurance with minimum limits equal to the amount indicated below.
- 31.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Inspector, and the District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Services.
- 31.1.2. **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.

31.1.3.

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

\*Higher excess liability (umbrella) limits will satisfy the minimum limits if the underlying policy does not meet standard.

31.2. **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:

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

31.2.2. 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.

31.2.3. An endorsement stating that the District, State, Architect, Construction Manager and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, 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.

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

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

32. **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:

33.

|   |   |
|---|---|
| <b>District:</b><br>Livermore Valley Joint Unified School District<br>685 East Jack London Blvd.<br>Livermore, CA 94551<br>ATTN: Tim Boczanowski, Bond Program Director | <b>Inspector:</b><br>Furman Construction Inspection, Inc.<br>6209 Valley Glen Court<br>San Jose, CA 95123<br>ATTN: Jerry Furman |
|---|---|

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. **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.
35. **Fingerprinting.** Inspector shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Inspector shall not permit any employee to have any contact with District pupils until such time as the Inspector has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Inspector's responsibility shall extend to all employees, substitute inspectors, agents, and employees or agents of substitute inspectors regardless of whether those individuals are paid or unpaid, concurrently employed by District, or acting as independent contractors of Inspector. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.
36. **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.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
38. **Integration/Extent of Agreement.** This Agreement represents the entire and integrated contract between District and Inspector, and supersedes all prior understandings, negotiations, representations, or agreements, either written or oral, unless specifically incorporated into this Agreement. Addenda shall be included only with the written approval of both District and Inspector. The headings of the paragraphs are for convenience only and are not a part of this Agreement and shall not be considered in construing the intent of this Agreement.
39. **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.
40. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Inspector shall neither rescind the Agreement nor stop Work.
41. **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.

42. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under this Agreement 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 Labor Code Section 1735. In addition, the Inspector agrees to require like compliance by all its subcontractor(s).
43. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.
44. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
45. **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.
46. **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.
47. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
48. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Livermore Valley Joint Unified School District**

**Inspector**

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

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

Print Name: Susan Kinder  
 Print Title: Asst. Supt. of Business Services

Print Name:  
 Print Title:

**Information regarding Inspector Firm:**

Inspector: Furman Construction Inspection, Inc.  
License No.: Certification#4334  
Address: 6209 Valley Glen Ct.  
San Jose, CA 95123  
Telephone: 408-234-8153  
Facsimile: \_\_\_\_\_  
E-Mail: jfurman@fcinspection.com

26-1860511  
Employer Identification and/or Social Security Number

**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, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: California  
 Limited Liability Company  
 Other: \_\_\_\_\_

**Information regarding Inspector:**

Inspector: Mehran Saidi  
License No.: Certification# 5665  
Address: 349 S. Clover Ave.  
San Jose, CA 95118  
Telephone: 714-222-680  
Facsimile: \_\_\_\_\_  
E-Mail: mehran@nobleinspectiondsa.com

45-3114409  
Employer Identification and/or Social Security Number

**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, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: California  
 Limited Liability Company  
 Other: \_\_\_\_\_

**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: \_\_\_\_\_

Proper Name of Inspector: \_\_\_\_\_

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

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

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

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

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the two boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Project Inspection Services ("Agreement"):

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Inspector's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Inspector's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Inspector for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Inspector's services under this Agreement and Inspector certifies its compliance with these provisions as follows: *"Inspector certifies that the Inspector has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Inspector's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Inspector, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Inspector that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

I am a representative of the Inspector entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Inspector.

Date: \_\_\_\_\_  
Name of Inspector or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_