



ADDENDUM #1 - RFQ 2021 -021-025Q REQUEST FOR QUALIFICATIONS FOR INSPECTION SERVICES  
For Oceanside Unified School District

**NOTICE TO PROPOSERS**

**ADDENDUM #1**

**RFQ #2021-021-025Q Inspection Services for Oceanside Unified School District**

**Oceanside Unified School District**

The following changes, additions, deletions, clarifications or corrections shall become part of the Request for Proposals for the above listed project. This Addendum #1 forms a part of the RFQ document and modifies the original documents. **Addendum #1 MUST be Acknowledged in the cover letter.** Failure to do so may subject response to disqualification.

Oceanside Unified School District	PROGRAM MANAGER: CCM/MAAS
Inspection Services	Program Manager: Penny McGrew

RFQ QUESTION	RFQ RESPONSE
Can you clarify if all resumes are to be included in the 1 page not to exceed limit? Is it acceptable to have resumes in the additional information section with no page limit?	Each resume should be no more than 1 page. These pages do not count toward final page count.
Do you require that Exhibit A be submitted as part of this RFQ. If so, what are the Estimated hours?	Exhibit A is provided as an example. Hours will vary by project. Please provide a rate sheet for the positions/services listed as outlined in Section IV A.10.

END OF ADDENDUM #1

Attached:

Acknowledgment of Addenda form to be submitted with response.

Sample Master Agreement for Inspection Services

**ACKNOWLEDGMENT OF ADDENDA**

The Applicant acknowledges the receipt and review of all Addenda, if any, for this Procurement by indicating below the Addendum Number and Date thereof.

This form must be signed and returned with Firm's Statement of Qualifications and Proposal.

Acknowledgement does not count against page limit.

**PROJECT NAME:**                      **Inspection Services**

**PROCUREMENT NUMBER:**      **RFQ 2021-021-025Q**

<b>Addendum Number</b>	<b>Date Received</b>

Applicant:

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By:

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Its:

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## MASTER AGREEMENT FOR INSPECTOR OF RECORD SERVICES

This Master Agreement for Inspector of Record Services ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ by and between the Oceanside Unified School District, ("District") and \_\_\_\_\_ ("IOR"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** IOR warrants that it is fully licensed, qualified, and willing to perform inspector of record services as required by this Agreement, and is specially trained, experienced, an expert in this field, and competent to perform such services (the "Work").

By entering into this Agreement the IOR affirms that it meets the qualifications for an on-site Project Inspector as provided for in the California State Building Code Part 1, Title 24, Section 4-333 of the California Code of Regulations. The IOR shall have a the appropriate General Inspector classification as required from the Division of State Architect ("DSA") to perform the duties of, and act as, a general building inspector on school building construction projects or modernization projects of the type and classification as the Projects. The IOR authorizes the District to confirm with DSA the status and history of the IOR's DSA Certification. IOR shall provide verbal or written permission to DSA to release information regarding the IOR's DSA Certification consistent with this provision.

- 1.1 The District is engaged in a series of ongoing modernization projects, site development and planning projects ("Projects" or individually referred to herein as a "Project"). Each specific Project to be performed by IOR shall be enumerated in a written Letter Agreement and/or Project Assignment ("Project Assignment"). Such Project Assignment shall set forth the specific scope of work, contract price, scheduled term and any special conditions for that Project, and whether the Work is defined as Basic Services and/or Additional Services. Attached hereto as **Exhibit "A"** is a template for the Project Assignment.

2. **Submittal of Documents.** The IOR shall not commence the Work under this Agreement until the IOR has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- \_\_\_\_\_ Signed Agreement
- \_\_\_\_\_ Workers' Compensation Certification
- \_\_\_\_\_ Insurance Certificates and Endorsements
- \_\_\_\_\_ W-9 Form
- \_\_\_\_\_ DIR Registration Certificate
- \_\_\_\_\_ Proof of DSA Certification
- \_\_\_\_\_ Fingerprinting Certification Form

3. **Compensation.** The Contract Price due the Contractor under this Agreement for each Project shall be set forth in the Project Assignment. Payment of the Contract Price for a Project will be made by the District in accordance with the terms hereof.

- 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the IOR submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- 3.2. The itemized invoice shall reflect the hours spent by the IOR in performing its Services pursuant to this Agreement. Invoices shall reference the Project Assignment number

and Project title. The Services shall be performed at the hourly billing rates included in **Exhibit "B."**

3.3. If IOR works at more than one site, IOR shall invoice for each site separately.

4. **Expenses.** District shall not be liable to IOR for any costs or expenses paid or incurred by IOR in performing services for District, except as follows:

4.1. \_\_\_\_\_.

5. **Independent Contractor.** IOR, in the performance of this Agreement, shall be and act as an independent contractor. IOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. IOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

6. **Materials.** IOR 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:

7. **Performance of Services.**

7.1. **Standard of Care.** IOR represents that IOR has the qualifications and ability to perform the Work in a professional manner, without the advice, control or supervision of District. IOR'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.

IOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that IOR or its employees may discover. IOR shall have responsibility for discovery of errors, inconsistencies, or omissions.

7.2. **Meetings.** IOR agrees to attend meetings with the District, other professionals employed by the District and local and regional agencies, as needed, and as directed by the District.

7.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

7.4. **New Project Approval.** IOR shall not undertake any work or services ostensibly pursuant to this Agreement and the District shall have no obligation to compensate the IOR for any such work or services unless authorized in writing by the District and specified in an executed Project Assignment from District. Any Work performed or expenses incurred prior to the IOR's receipt of the executed Project Assignment shall be entirely at the IOR's risk. Work performed and expenses incurred after issuance of the Project Assignment will be eligible for reimbursement under the terms of this Agreement.

8. **IOR's Authority.**

- 8.1. **Full-Time IOR.** The IOR shall act as project IOR on a full-time basis, including off hours, and weekend hours as deemed necessary by the IOR and/or the District. The IOR shall be under the direction of and subject to the supervision of Division of the State Architect ("DSA").
  - 8.2. **Execution of Construction Work.** The IOR shall have the authority to reject defective materials and to suspend any specific Construction Work that is being improperly performed, subject to the ultimate decision of the District. The IOR will have the authority to approve, disapprove, observe, and report matters pertaining to the Construction Work performed on the Project.
  - 8.3. **Conflict of Interest.** The IOR shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. The IOR shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. The IOR shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that the IOR shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.
9. **Duties and Responsibilities.** The IOR shall provide personal, competent, adequate and continuous construction inspections of all aspects of the public works construction work being performed on the Projects ("Construction Work").
- 9.1. The IOR shall be physically present at each Project site at all times necessary for performance of its duties as project IOR. The IOR shall have personal knowledge of the Construction Work at all stages. The IOR shall accompany the architect, the District, the construction manager, or other contractors when any of them are observing the Construction Work. The IOR shall be physically present for all concrete work and masonry work
  - 9.2. The IOR shall endeavor to guard the District and the State of California ("State") against apparent defects and deficiencies in the Construction Work and shall act on behalf of the District to see that the Construction Work is executed and completed in accordance with the Contract Documents and applicable laws and regulations.
  - 9.3. The IOR shall comply with all DSA requirements and complete, sign, and submit all DSA forms as necessary to ensure a proper project closeout.
  - 9.4. The IOR shall complete and submit all reports to the District, architect, and DSA as required by Title 24 of the California Code of Regulations and any agency of the state including but not limited to verified reports for the following:
    - 9.4.1. Suspension of work for a period of more than 30 calendar days.
    - 9.4.2. Occupancy of building or any part thereof prior to the completion of the entire project.
    - 9.4.3. Substantial completion allowing for occupancy.
    - 9.4.4. Termination of contract for cause or no cause prior to completion.
    - 9.4.5. Upon request of DSA.
  - 9.5. The IOR shall obtain a copy of the DSA approved "Construction Documents" from the architect prior to the commencement of construction and become familiar with said documents in order to provide competent inspection of all phases of the Construction Work.
  - 9.6. The IOR shall become familiar with the testing and inspection program and shall monitor the work of the Laboratory of Record and Special Contractors to ensure the testing and special inspection programs are satisfactorily completed.

## 10. Records, Job File, and Building Codes

- 10.1. **Inspection Records.** The IOR 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:
- 10.1.1. Marking a set of Construction Documents as work is completed in accordance with plans and specifications.
  - 10.1.2. Notifications to DSA
  - 10.1.3. Copies of all DSA Forms
  - 10.1.4. Construction Procedure Records
  - 10.1.5. Work deficiencies and resolution
  - 10.1.6. Daily job log of the IOR's time spent on the Site(s).
- 10.2. **Project File.** The IOR shall maintain a record of attendance on each project site and shall maintain files of schedules, notes, communications, forms, records, documents, and drawings on behalf of the District in an organized manner as directed by the District. The project file shall be kept in a location on the job site and shall be accessible to the architect, construction manager, and District as applicable.
- 10.3. **Building Codes.** IOR shall maintain a copy of the Building Codes on site.

## 11. Communications, Reporting, and Notifications

- 11.1. **DSA.** The IOR shall provide DSA 48 hours' notice of commencement of construction work, pouring and/or placement of concrete, completion of foundations, excavations or trenches, and cessation of work lasting more than 30 calendar days.
- 11.2. **District, Architect, General Contractor and Subcontractor(s).** If, in the course of reviewing the work performed by a general or trade contractor (or approved subcontractor) the IOR is of the opinion that the work is defective or deficient in any way, as being not in accordance with the plans and specifications or inconsistent with acceptable construction practices, the IOR must immediately (within 24 hours) notify the general or trade contractor in writing, concurrently notifying the architect, the construction manager and the District's representative by way of providing written copies of such Defective or Deficient Work correspondence (and relevant back up) to each party.
- The IOR shall inform the District, the architect, and the construction manager of any ambiguity and/or inconsistencies in the Contract Documents.
- 11.3. **IOR Inquiries.** IORs are expected to document and direct inquiries regarding Construction Document interpretation to the architect through the contractor or the construction manager (if applicable).
- 11.4. **Construction Manager.** If applicable to the project, the IOR shall also work with the construction manager.

12. **Laboratory Testing.** IOR shall be responsible for coordinating the services of the outside agencies providing testing and special or deputy inspection services. This shall include advance notification or scheduling of upcoming needs to help assure availability to accommodate scheduled construction activities. Specific testing and inspection requests shall be coordinated with the IOR to help insure that the work is ready to test or inspect when the request is made.

13. **Facilities/Equipment.** The IOR will be given space and access to a phone and fax in the construction trailer or other space as appropriate near the construction site.
14. **Substitute IOR and/or Assistant IOR.** The IOR shall provide the Work throughout the term of this Agreement, and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of the IOR's absence for more than two (2) consecutive calendar days the IOR shall provide a substitute IOR equally qualified to complete the inspection services under the scope of work of this Agreement. Substitute contracts shall provide all the certifications as per Article 3.
15. **Other Jobs Outside of the Project.** The IOR understands shall provide inspection services as required by the scope of the project. The IOR agrees to be available for inspection until completion of this project and may request uncompensated leave to complete other projects but at no time shall concurrently invoice the District and another project owner.
16. **Accounting Records.** IOR shall maintain accounting records in accordance with generally accepted accounting principles. The IOR shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.
  - 16.1. IOR shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the District.
  - 16.2. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. IOR shall safeguard the accounting records and supporting documentation.
  - 16.3. IOR shall make accounting records and supporting documentation available on demand to the District and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the District. The District may require having the IOR's accounting records audited, at IOR's expense, by an accountant licensed by the State of California.

## 17. **Termination.**

- 17.1. **For Convenience.** District or IOR may, at any time, with or without reason, terminate this Agreement and IOR shall be compensated only for services satisfactorily rendered to the date of termination. Written notice of termination shall be sent not less than fifteen (15) calendar days prior to effective date of termination. Notice shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.
- 17.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. IOR shall be paid for all work satisfactorily completed prior to the effective date of such termination. If District's termination of the Agreement for cause is defective for any reason, including but not limited to District's reliance on erroneous facts concerning IOR's performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the District's written notice of termination for cause to the IOR, and the District's maximum liability shall not exceed the amount payable to IOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Cause shall include:

- 17.2.1. Material violation of this Agreement by the IOR; or

- 17.2.2. Any act by IOR exposing the District to liability to others for personal injury or property damage; or
- 17.2.3. IOR is adjudged bankrupt, IOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of IOR's insolvency.
- 17.2.4. If the IOR either (1) fails, neglects, or refuses to notify a contractor of any work on the Projects does not comply with the requirements of the DSA-approved documents, or (b) fails, neglects, or refuses to report immediately, in writing, any such violation to the Design Professional, to the District, and to the DSA, such failure, neglect or refusal shall constitute a violation of the Field Act and this Agreement, and shall be cause for DSA to take action and for the District to terminate this Agreement at its discretion.

**18. Indemnification.** To the furthest extent permitted by California law, IOR shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the IOR, its officers, employees, subcontractors, contractors, or agents. The District shall have the right to accept or reject any legal representation that IOR proposes to defend the indemnified parties.

**19. Insurance.**

19.1. **IOR Insurance.** At all times during performance of the Work the IOR shall maintain policies of insurance in the minimum coverage amounts set forth herein.

19.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the IOR, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Work. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

19.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Work. In accordance with provisions of section 3700 of the California Labor Code, the IOR shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the 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 performing any portion of the Work.

19.1.3. **Additional Provisions.** The following endorsements must be provided in the policy:

- If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
- The policy must cover personal injury as well as bodily injury.
- Products and Completed Operations coverage must be provided.
- The District, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the district, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require IOR's insurance to indemnify District in contravention of Insurance Code 11580.04.



- An endorsement shall also state that there shall be a waiver of any subrogation.
- **Primary Insurance:** For any claims related to this Agreement, the IOR's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the IOR's insurance and shall not conflict with it.
- **Claims-Made Policies:** If any of the required policies provide coverage on a claims-made basis: (a) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the IOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement.

19.2. **Proof of Carriage of Insurance.** The IOR shall not commence performing any portion of the Work until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. IOR shall maintain any additional required insurance policies and/or increased insurance coverage and/or limits requested by the District as specified in the Project Assignment for each Project. Certificates and insurance policies shall include the following:

19.2.1. 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."

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

20. **Assignment.** The IOR may not assign, transfer, delegate or sublet any interest herein without the prior written consent of District and any such assignment, transfer, delegation, or sublease without the District's prior written consent shall be considered null and void.

21. **Compliance with Applicable Laws.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. IOR shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. All duties and obligations of the parties created hereunder are performable in San Diego County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

The IOR 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 the IOR is performing Work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the IOR agrees to fully comply with and to require its contractor(s) and/or sub-contractor(s) to fully comply with all applicable Prevailing Wage Laws.

22. **Certificates/Permits/Licenses.** IOR and all IOR'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 Work pursuant to this Agreement to the extent applicable to the IOR.
23. **Department of Industrial Relations Registration.**
- 23.1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - 23.2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - 23.3. The Projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - 23.4. The IOR is required to be registered at the Department of Industrial Relations as required by SB 854 for Prevailing Wage Rate Compliance, and qualified to perform public work pursuant to Section 1725.5 of the CA Labor Code.
  - 23.5. The District is required to include Project Inspection on the PWC-100 form.
  - 23.6. The Projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.
24. **Employment with Public Agency.** IOR, if an employee of another public agency, agrees that IOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work are actually being performed pursuant to this Agreement.
25. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the IOR agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the IOR agrees to require like compliance by all of its subcontractor(s).
26. **Disabled Veteran Business Enterprises.** The District may have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the District for disabled veteran business enterprises ("DVBE"). The IOR will be notified by the District if DVBE is required on any Project and will request submittal of a DVBE packet prior to assignment and commencement of work on said Project.
27. **Fingerprinting Requirements.** IOR agrees to provide the District with written certification that IOR has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all IOR's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**DISTRICT**

**IOR**

c/o  
Address  
Email:

c/o  
Address  
Email:

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

29. **Entire Agreement and Modification.** This Agreement constitutes the entire understanding of the parties hereto. IOR shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. IOR specifically acknowledges that in entering into and executing this Agreement, IOR relies solely upon the provisions contained in this Agreement and no others.
30. **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.
31. **Attorney Fees.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Enforceability.** 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.
33. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **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.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

**DISTRICT**

**IOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or Taxpayer I.D. No.

**Board Approval Date:** \_\_\_\_\_

\_\_\_\_\_  
(Area Code) Telephone Number

## **WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: \_\_\_\_\_

Name of IOR: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

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

**EXHIBIT "A"**  
**SAMPLE**

**PROJECT ASSIGNMENT**

This Project Assignment ("Project Assignment") is entered into as of [INSERT date of Project Assignment] ("Effective Date") by and between OCEANSIDE UNIFIED SCHOOL DISTRICT ("District") and [INSERT IOR FIRM] ("Contractor" or "IOR") pursuant to the Master Agreement for Inspector of Record Services ("Agreement") between the District and Contractor dated [INSERT date of Agreement]. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Project Description.**

[INSERT Project Description and Define "Project". Include Project commencement date.]

**2. IOR Services to be Provided.**

[INSERT Preconstruction Services, Basic Services, including Construction Phase Services and General Conditions, if applicable, and include general scope of work of services pursuant to the Agreement. Define as Basic Services, Additional Services or both]

**3. Project Schedule and Project Term.**

[INSERT applicable Project schedule information and Term of Project Assignment, if applicable]

**4. Project Budget.**

[INSERT Total Project Amount]

**5. IOR Budget, Compensation and Payment.**

[INSERT IOR, Fee Schedule, Allocation of Contract Price]

**6. Special Conditions and/or Miscellaneous Provisions.**

[INSERT specific insurance provisions, additional schedule requirements and/or other miscellaneous and/or Project specific provisions]

IN WITNESS WHEREOF, the Parties hereto have executed this Project Assignment as of the Effective Date.

**IOR:**

[INSERT IOR FIRM]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISTRICT:**

Oceanside Unified School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "B"**

[Insert Rate Schedule]

**EXHIBIT "C"**

**SAMPLE**

**PROJECT INSPECTOR'S SCOPE OF SERVICES**

Agreement

between

Oceanside Unified School District

and

---

for

Inspector of Record Services

[Project Name]

The Contractor's Services shall include but not be limited to the following tasks:

A. Provide continuous inspection services to ensure construction compliance with code, plans, specifications and quality control required of public schools in the State of California. Perform all services required of the Division of the State Architect (DSA) Project Inspector and Education Code Section 17309. Issue appropriate notices and notify the District and its representative(s) in writing if work does not conform to the codes, plans, and specifications. If the Contractor fails to immediately correct the deviation, Contractor shall promptly notify the District and its representative(s) in writing of the continued deviation and simultaneously send copies of such notice(s) to the architect and the DSA. Written notice of deviations shall be made utilizing DSA Form 154. The status and resolution of all deviations must be documented on the semi-monthly reports submitted by Contractor.

Continuous inspection services means complete and timely inspections of every part of the construction of the Project, as the work progresses. Contractor must have actual personal knowledge of the continuous construction of the Project, obtained from their personal continuous inspection of the Project during all stages of its progress when work is performed at the Project site. For work performed at locations other than the Project site, the Contractor must have personal knowledge obtained through the reporting of others on the testing or inspection of materials and workmanship for compliance with the plans, specifications, or applicable standards for the Project.

B. Prior to signing off on the Contractor's monthly payment request, Contractor shall conduct a review of the record documents to verify that they have been updated.

C. Maintain liaison with the District, the architect, the District's designated Representative(s) for the Project and all other consultants hired by the District, the Testing Lab, appropriate regulatory agencies and any governing bodies as necessary to maintain Project continuity.

D. Report to the architect and the District in writing all uncertainties in the Contractor's comprehension of the DSA Approved Documents.



E. Under the direction of the architect, monitor the work of any special inspectors and materials testing laboratories to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA Approved Documents.

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

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

F. Comply with any specific instructions from DSA, for additional reporting and/or oversight of construction or otherwise, arising in connection with a documented non-compliant condition that causes, or results in, a work stoppage. Such additional reporting may be required in the case of a Stop Work Order, Order to Comply, or Request for District/Owner to Stop Work, arising in accordance with DSA IR A-13.

G. Consistent with the requirements of Section 4-336 of Part 1 of Title 24 of the CCR, electronically submit verified reports ("Verified Reports"), utilizing DSA Form 6-PI and DSA Form 152, as appropriate, directly to DSA (with copies to the Design Professional and District) when any of the following occur, including, but not limited to:

1. Work on the Project is suspended for more than one (1) month.
2. Inspector is terminated for any reason prior to the completion of the Project, and termination is not a result of a work stoppage.
3. DSA requests a Verified Report.
4. The District occupies any building involved in a Project before the completion of the entire DSA approved scope of work for the Project.
5. The Project is substantially complete. "Substantially complete" shall mean that the Project is sufficiently complete in accordance with the DSA Approved Documents that the District may occupy or utilize the Project for its intended use, as determined by the District or architect.

H. Sign-off on applicable blocks and sections of DSA form 152 when: (1) the completed work is in compliance with the DSA Approved Documents; (2) all necessary testing and inspections are complete; (3) any deviations from the DSA Approved Documents are resolved; (4) any DSA field trip note issues are resolved; and (5) all necessary documents are received by the Inspector.

I. Submit, detailed daily reports to the District, or its representative(s), including, but not limited to the following information:

1. Names of any and all persons performing services for the Contractor;
2. Activities performed by the contractors, and areas where work is performed with relation to the plans and specifications.

3. Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
4. Weather conditions.
5. Equipment and materials delivered to the site.
6. Construction equipment and vehicles utilized and duration on Project.
7. Nature and location of the work being performed (starting and completion dates for various portions of the work).
8. Verbal communication and clarifications of the work given to the Contractor.
9. Inspection by representatives of regulatory agencies.
10. Occurrences or conditions that might affect Contract Sum or Contract Time.
11. Visitors to the site, titles, and employers of visitors, and reasons for visit.
12. DSA Project Inspector's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the District.
13. Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor, and detailed information concerning delays encountered. Note corrective actions taken.
14. Times of day Contractor was present on site.

The preceding items are given as a minimum and are not intended to limit information required to be placed in the Contractor's daily reports. Contractor shall use his/her judgment and comply with the direction of the architect and construction manager to determine what additional information is necessary to provide a factual record of daily activities.

J. Keep the District and the architect thoroughly informed as to the progress of the work by making semi-monthly reports in writing, as required by Section 4-342 of Part 1 of Title 24 of the CCR ("Semi-Monthly Reports"). The Semi-Monthly Reports shall be made utilizing DSA Form 155. Unless otherwise required by law or regulation of DSA, the Semi-Monthly Reports shall be made and submitted electronically on the 1st and 16th of every month consistent with DSA IR A-8. Copies of the Semi-Monthly Reports shall be provided electronically, unless otherwise requested, to the Design Professional, the District, and DSA.

The Semi-Monthly Reports shall contain the following information:

1. Inspection by representatives of regulatory agencies.
2. Occurrences or conditions that might affect Contract Sum or Contract Time.
3. Visitors to the site, titles, and employers of visitors, and reasons for visit.
4. Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.

K. Notwithstanding anything expressed or implied to the contrary, the Contractor shall comply with all federal, state, county and local governmental requirements bearing on the performance of its work.

L. Review and monitor Contractor's construction methods and procedures during all construction activities.

M. Attend all meetings as required and as requested by District, or its representative(s), e.g. pre-construction meetings, payment review meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-installation meetings, schedule review meetings, etc.

- N. Assist the District or its representative in scheduling all required site tests and testing laboratory visitations required. Observe and record dates and times of all test procedures and results.
- O. Inspect, verify, and document Contractor's delivered equipment and materials to ensure that they meet submittal and specification requirements. Such inspection must occur within twenty-four (24) hours of delivery to the job site.
- P. Assist the District's Representative with the review of the review Contractor's Monthly Progress Payment Requests at payment review meetings and initial off on request.
- Q. Assist the District's Representative(s) in the review of Contractor's submittals.
- R. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the District's Representative.
- S. Prior to commencement of work, Contractor will cooperate with the District and its representative(s) to develop an inspection plan for all inspection required for the construction of the Project.
- T. Monitor and sign Contractor's extra work forms for tracking time and material change order work.
- U. Attend regular Project Inspector meetings conducted by District or its representative(s) for purposes of coordination and training.
- V. The Contractor shall maintain a file including, but not limited to, approved plans and specifications (including all approved addenda and change orders), project correspondence, and complete and accurate testing and inspection records with respect to all records for the Project ("Job File"), and shall immediately return any unapproved documents to the architect proper action. The Contractor shall have and maintain on the Project site at all times all codes and documents referred to in the plans and specifications for the Project. The Job File shall be kept and maintained in an organized manner and readily accessible to DSA during site visits. The Contractor shall make the Job File available to the District and any members of the District's staff at the direction of the District.
- W. At the completion of construction, the Contractor shall provide a copy of the Job File, with the exception of building codes and standards, to the District for its permanent records. The Job File shall include all records required to be maintained by the Contractor by DSA IR A-8 and DSA Procedure 13-01. Consistent with the requirements of DSA, the Job File should be maintained in electronic format, and it shall be sufficient if the Job File is maintained by the Contractor within the DSA's electronic database.
- X. The Contractor shall make a copy of the Job File available to DSA on request, and shall submit a portion of the Job File to DSA when (1) the Contractor's services of terminated for any reason before completion of the Project; (2) the Project is substantially complete; or (3) work on the Project is suspended for more than one (1) year. The portion of the record submitted to DSA pursuant to this subsection shall be that portion described in Section 3.3.2 of DSA Procedure 13-01.
- Y. Additionally, the Job File shall comply with Government Code Section 8546.7, which authorizes the State Auditor and public entities, for a period of three (3) years following final payment to the Inspector, to review, audit or copy records of contracting parties with respect to each contract providing for expenditure of public funds in excess of ten thousand dollars (\$10,000). Therefore, the Contractor shall maintain and made make such records available at all

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

**EXHIBIT "D"**

**SAMPLE**

**PROJECT INSPECTOR'S CERTIFICATION**

Agreement

between

Oceanside Unified School District

and

\_\_\_\_\_

for

Inspector of Record Services

[Project Name]

I, \_\_\_\_\_, on behalf of [\_\_\_\_\_], certify that, pursuant to Education Code section 45125.1, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the \_\_\_\_\_ School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1, attached hereto as Exhibit "D" is a list of names of the employees or agents of Contractor who will be providing services to the \_\_\_\_\_ School District and who are required to be fingerprinted. I agree to keep this list current and to notify the \_\_\_\_\_ School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_\_\_ 2015, in \_\_\_\_\_ County, California.

(Seal of business)

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

(Signature)

**EXHIBIT "E"**

**SAMPLE**

**LIST OF EMPLOYEES AUTHORIZED TO COME ONTO SCHOOL CAMPUSES**

Agreement

between

Oceanside Unified School District

and

\_\_\_\_\_

for

Inspector of Record Services

[Project Name]

<b>Name:</b>	<b>Fingerprinting Certification</b>

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