REQUEST FOR PROPOSAL

RFP No.: 13-14/07 PROFESIONAL SERVICES FOR PROJECT INSPECTION (IOR)

The Board of Trustees of the Peralta Community College District (PCCD), Oakland, California, through the Office of Purchasing, is hereby requesting Proposals for the above mentioned service.

The successful vendor will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

<table>
<thead>
<tr>
<th>Proposal Description</th>
<th>Professional Services For Project Inspection (IOR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Number</td>
<td>13-14/07</td>
</tr>
<tr>
<td>Proposal Issued</td>
<td>August 13, 2013</td>
</tr>
<tr>
<td>Department</td>
<td>Department of General Services</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Scheduled Publication Dates</td>
<td>August 13, 2013, August 20, 2013</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>August 30, 2013 at 11AM</td>
</tr>
</tbody>
</table>

Instructions for Submitting Proposals

<table>
<thead>
<tr>
<th>Submittal Address</th>
<th>Peralta Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Purchasing Department</td>
</tr>
<tr>
<td></td>
<td>Attn: John Hiebert</td>
</tr>
<tr>
<td></td>
<td>501 5th Avenue</td>
</tr>
<tr>
<td></td>
<td>Oakland, CA 94606</td>
</tr>
</tbody>
</table>

| Submittal Copies                           | One (1) Original copy clearly marked “Original” and five (5) Copies marked “copy”. |

<table>
<thead>
<tr>
<th>Submittal Envelope Requirements</th>
<th>Proposal must be sealed and have the following information clearly marked and visible on the outside of the envelope:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Proposal Number</td>
</tr>
<tr>
<td></td>
<td>• Name of Your Company</td>
</tr>
<tr>
<td></td>
<td>• Address</td>
</tr>
<tr>
<td></td>
<td>• Phone Number</td>
</tr>
</tbody>
</table>

| Late Submittals                            | Proposals received after the time and date stated above shall be returned unopened to the vendor.                      |
How to Obtain Proposal Documents
Copies of the Proposal documents may be obtained at:

<table>
<thead>
<tr>
<th>Available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Peralta Community College District&lt;br&gt;Purchasing Department&lt;br&gt;501 5th Avenue&lt;br&gt;Oakland, CA 94606&lt;br&gt;Monday through Friday 9:00 AM to 4:00 PM&lt;br&gt;(510) 466-7225</td>
</tr>
<tr>
<td>Yes</td>
<td>Website: <a href="http://www.peralta.edu">www.peralta.edu</a>&lt;br&gt;Under “Quick Links”, click “Business Opportunities” to download the Proposal packet.</td>
</tr>
</tbody>
</table>

Contract Document Review
Contract Documents can be reviewed at the Peralta Community College Department of General Services.

Peralta Community College District<br>Department of General Services<br>333 East 8th Street<br>Oakland, CA 94606<br>Monday through Friday 9:00 AM to 5:00 PM<br>(510) 466-7346

Questions about the Proposal
Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

| Primary Contact | John Hiebert<br>Fax: (510) 587-7873<br>Email: jhiebert@peralta.edu |
| Question/RFI Due Date | August 23, 2013 at 4:00 p.m.<br>Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below. |
| Response Date | August 27, 2013<br>All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective bidders, and placed on the District’s website. Proposer who did not receive a copy of the addendum should download it from the District’s website. See “How to Obtain Proposal Documents” section for our web address. All addendums must be acknowledged on the RFP Acknowledgement and Signature form. |
**Full Opportunity**

The Peralta Community College District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

Peralta Community College District reserves the right to reject any or all Proposals, to waive any irregularities or informalities not affected by law, to evaluate the Proposals submitted and to award the contract according to the Proposal which best serves the interests of Peralta Community College District.

Marie Hampton  
Director of Purchasing
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Attachments:

<table>
<thead>
<tr>
<th></th>
<th>Title</th>
<th>Must Be Returned with Proposal</th>
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<tbody>
<tr>
<td>1</td>
<td>Vendor Questionnaire and Certificate by Compliance</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>Environmentally Sustainable Procurement</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Certificate Regarding Workers’ Compensation</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>Statement of Equal Employment Opportunity</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>Small Local Business Enterprise/Small Emerging Local Business Enterprise Program</td>
<td>No</td>
</tr>
<tr>
<td>6</td>
<td>SLBE/SELBE Self Certification Affidavit</td>
<td>Yes, If applicable</td>
</tr>
<tr>
<td>7</td>
<td>Non-Collusion Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>General Provisions</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>RFP Acknowledgement and Signature Form</td>
<td>Yes</td>
</tr>
<tr>
<td>10</td>
<td>Exhibit #1 Staffing Proposal, #2 Price Proposal</td>
<td>Yes</td>
</tr>
<tr>
<td>11</td>
<td>DSA IR A-8 Project Inspector and Assistant Project Inspector Duties and Performance</td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>Agreement for Professional Services</td>
<td>No</td>
</tr>
</tbody>
</table>
I. Project Overview

The Peralta Community College District (District) is seeking Proposals from qualified Project Inspection firms to provide Inspection Services (IOR).

The Center for Science and Allied Health Building (MCSAH) is a new four story building on the Merritt College campus. The building will include the following departments: biology, mathematics, chemistry/physics, business technology and allied health with related administration offices. The MCSAH will be a 110,000 square foot, split level structure built in the south side of the campus between Buildings L and Building A.

The project cost estimate is $42,000,000. This is a design–build project in which the building contractor is teamed with an architecture firm to complete the design & construction.

The design-build contractor team is NTD Architecture and Clark & Sullivan/Walsh Construction. The programming and bridging documents were initially developed by Flad Architects & WLC Architects. This is a 2-year project with an anticipated completion by 2015.

The Project Schedule milestones are as follows:

- Phase 1 Mobilization and Site Prep: September – November 2013
- Phase 2 Site Work /Utilities: November 2013
- Phase 4 Structure: January 2014 – March 2014
- Phase 5 Roof/Enclosure: March 2014 – October 2014
- Phase 6 Interior Rough-In: March 2014 – May 2014
- Phase 7 Interior Finish: October 2014 – February 2015
- Phase 8 Site Construction: October 2014 – December 2014
- Phase 9 Commissioning/Closeout: December 2014 – May 2015

II. Scope of Services

General Services

The Lead Project Inspector needs to be a DSA Approved Class 1 Inspector. The Project Inspector(s) is to coordinate and communicate with the Project Manager and General Contractor of the related project, as generally specified in Attachment 11 - “IR-A8: Project Inspector and Assistant Project Inspector Duties and Performance”.

Proposal Requirements

A price proposal is requested for this project, including all related charges. The proposal shall be based on the Construction Documents and length of proposed schedule of construction.

1. The District is seeking a comprehensive proposal based on the Phases in Exhibit #1.
2. Please itemize each of the 4 sections in your proposal.
3. Please indicate number of hours per month to meet all the requirements. An estimated amount of hours per section is provided per section.
4. A site office will be provided with electrical and wireless data connection.
III. Submission Requirements

Your Statement of Proposals must respond to each item noted below and must follow the format described below. Submittals may be submitted in each company’s own format or optional Proposals forms are attached for your use.

1. **COVER LETTER/LETTER OF INTEREST** Cover letter must include name of firm, address, telephone and fax numbers, and name of Principal to contact. Letter must be signed by representative of the firm with authorization to bind the firm by contract.

2. **DESCRIPTION OF FIRM**
   A. Prime Firm
   - History, number of years in business in California, staff size
   - Location of office which will perform the work
   - Size of staff if applicable one person firms may submit

3. **RELEVANT EXPERIENCE**
   A. List relevant K-12 and or Community College projects where your firm has provided Inspection Services for a building program and include:
      1. Project name, type and location Ex: Classroom / Kitchen/ Library / Administration / Laboratory
      2. Year completed
      3. Project size, square feet and construction cost
      4. Class of DSA Inspection required for each project
   B. List client names, contact person, and phone number for relevant project information.

4. **FIRM TRACK RECORD**
   A. Has your firm ever been let go by a client or replaced by another firm during any related project? If so, explain in detail.
   B. Does your firm have any current or pending litigation on any projects? If so, please describe.
   C. Has your firm defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?
   D. Is your firm under investigation for any charge or claim for noncompliance with state laws and/or regulations? If yes, indicate the project name(s), nature of the charge(s) or claim(s) and current status.

5. **INSURANCE** The Inspection firm(s) will be required to furnish Evidence of Insurance, naming the District and their designated agencies as additional insured and in accordance with the District’s requirement for coverage. See Appendix A of the General Professional Services Agreement
6. **DEBARMENT**: Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the Agency that debarred your firm. The District must review the reason and duration for the debarment before it can determine if your firm can be consider for this project.

7. **Environmentally Sustainable Procurement**: It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. Does your product or service promote the District’s Environmentally Sustainable Procurement goal? Please use the attached Environmentally Sustainable Procurement form to describe how your product or service directly meets the District’s goal. If your product or service does not directly meet the District’s goal, then describe what initiatives your firm has taken to become more environmentally sustainable. The District will evaluate each response, and more points will be awarded to firms who products and services directly meet the District’s Environmentally Sustainable Procurement goal.

8. **Required Forms**: The Vendor must fill out all forms included in the RFP (listed in the attachments section) and return them with your Proposals. Failure of the vendor to provide any information requested in the RFP, may result in rejection for non-responsiveness. (These required forms will not count against the maximum page count for your response.)

### IV. Evaluation Criteria

The Peralta Community College District must be assured that the responder (vendor) selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Peralta Community College District is unable to assure itself of the responder’s ability to perform under the contract, if awarded, the Peralta Community College District has the option of requesting from the responder, any information that the Peralta Community College District deems necessary to determine the responder’s capabilities. If such information is required, the responder will be notified and will be permitted five (5) working days to submit the requested information.

In evaluating your Proposals, the District will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights (Points) listed below.
**A. Evaluation Criteria:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Qualifications and Experience</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Vendor’s knowledge and experience and capacity to provide professional</td>
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<tr>
<td></td>
<td>service as evidenced by meeting the District’s minimum qualifications,</td>
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<tr>
<td></td>
<td>past performance, resources, qualifications and experience, debarment,</td>
<td></td>
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<tr>
<td></td>
<td>and from list of key personnel. (Your response to Items 1, 2, 3, 4, 5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and 6 of Submission Requirements section.)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Client References</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Your response to item 3 of Submission Requirements section and or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>results of reference checks.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Staffing Plan – Please indicate how your firm plans to staff this project.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Indicate how many inspectors will be onsite during the course of</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>construction per the scheduled phases in Exhibit #1</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Price Proposal</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Your response to the Price Proposal identified in Exhibit #2.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Environmentally Sustainable Procurement</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Does your product or service meet the District’s Environmentally</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sustainability initiatives? (Item 7 of Submission Requirements section.)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>SLBE (Only applicable for firms qualifying for the Small Firm’s Qualification List). Does your company meet the District’s definition of an SLBE or SELBE?</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

**B. Selection Procedure:**

A technical screening committee comprised of PCCD internal (and possibly external members) with expertise in construction will initially evaluate and score all submissions according to the evaluation criteria above. The project will be awarded to the respondent with the highest point total.

**V. Additional Requirements:**

**A. Cost of Participation in Selection Process**

Costs for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to the District.

**B. District Rights:**

The District reserves the right to waive any irregularities or required formalities or to amend or cancel, in part or entirely, this RFP if it is in the best interest of the District.

**C. Law Compliance**

The Vendor must comply with all laws, ordinances, regulations and codes of the Federal, state, and local governments which may in any way affect the preparation of Proposal or the performance of the contract.

**D. Public Records:**

Except for materials exempted from disclosure such as Trade Secrets (as defined in California Civil Code 3426.1) that are specifically marked “Confidential” or “Proprietary”, all material submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The District is not liable or responsible for the disclosure of RFP Responses, or portion
thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to the RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials.

E. Proposal Considerations
PCCD has absolute discretion with regard to acceptance and rejection of Proposals. In order to be considered the party submitting a Proposal waives the right to bring legal proceedings challenging the Board’s choice of the award.

F. False Statements
False statements in a Proposal will disqualify the Proposal.

G. Legal Proceeding Waiver
The Vendor relationship to PCCD shall be that of independent contractor and not deemed to be agent of PCCD.

H. Taxes
The Vendor will be responsible for all Federal, State and Local taxes.

I. Grade of Service
The Vendor must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

J. The Vendor’s Liability
The Contractor shall be responsible for any and all damages to the PCCD premises resulting from the negligent acts or willful misconduct of the Contractor agents or employees.

K. Contract Termination
PCCD may terminate the agreement with the Vendor on thirty days notice for the failure of the Vendor to comply with any term(s) of the agreement between PCCD and the Vendor.

L. Award Consideration
Award of contract will be based on the information submitted as a result of this RFP and reference checks. The Board will award the contract to the firm selected through the competitive process outlined in this RFP. The Board of Trustees shall not be bound to accept the lowest-quote fee.

M. Amendments
The Peralta Community College District may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of Proposals. The vendor’s are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Peralta Community College District shall not be bound by any representations, whether oral or written, made at a pre-Proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or request for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

N. Withdrawal or Modification of Offers
The Vendor may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.
O. **Acceptance**
Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations.

The District reserves the right to reject any or all offers and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the vendor to provide in its offer any information requested in the RFP, may result in rejection for non-responsiveness. Failure of the vendor to meet or exceed any stated minimums in the RFP may also result in rejection for reasons of non-responsiveness.

P. **Representations**
No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Vendor’s must rely solely on its own independent assessment as the basis for the submission of any offer made.
Peralta Community College District

VENDOR’S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

__________________________________________________________
Date

Firm Name ____________________________  Telephone _________________________

Business Fax ____________________________  Email Address ____________________________  Website ____________________________

Street Address ____________________________________________________________
City/State ____________________________  Zip Code + 4®

Mailing Address ____________________________________________________________
City/State ____________________________  Zip Code + 4®

Type of Organization (Check one)  Individual ☐  Partnership ☐  Corporation ☐

Name of Owner(s) ____________________________  State of Incorporation (if applicable) ____________________________

Name of Partners ____________________________  (I) Indicate  (G) General  (L) Limited ____________________________

Local Address ____________________________

Amount of Annual Business

The District is identifying vendor ownership as follows:

<table>
<thead>
<tr>
<th></th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino/other than Mexican or Mexican-American</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
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<tbody>
<tr>
<td>Total #</td>
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</table>

The District is identifying vendor workforce as follows:

<table>
<thead>
<tr>
<th></th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino/other than Mexican or Mexican-American</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
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<th>Women</th>
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<tr>
<td>Total #</td>
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</tbody>
</table>
Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

<table>
<thead>
<tr>
<th>Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>What are you interested in providing the District? (e.g., construction, consulting, goods or services).</th>
</tr>
</thead>
</table>

| Main Headquarters Office(s) Address/Telephone |
| 1. |
| (List all as applicable) |
| 2. |
| 3. |
| Total # of Employees _____ |

| Local Office(s) Address/Telephone |
| 1. |
| (List all as applicable) |
| 2. |
| 3. |
| Total # of Employees _____ |

| Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract |
| (Please use the Zip+4®) |
| Use separate sheet as necessary |
| 1. |
| 2. |
| 3. |
| 4. |
| 5. |
| 6. |
ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non polystyrene food containers, non petroleum-based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District’s SLBE program.

The District’s formal Environmental Sustainability Policy 2.40 is available for download at: http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_2_40_Environmental_Sustainability_Policy_FINAL_3-31-08.pdf.

Vendor Statement and Signature

The long-term goal of the District is to purchase products with zero waste, high recycled content, produced and delivered in an environmentally sustainable manner. Does your product or service promote the District’s Environmentally Sustainable Procurement goal?

_____ Yes* _____ No

*If Yes, you are required to describe how your product or service that you are providing to the District will promote the District’s Environmentally Sustainable Procurement goal.

_________________________________________________  ______________________________
I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Contractor Name: ______________________________ Title: ______________________________

Authorized Signature: ___________________________  Date: ___________________________
CERTIFICATE REGARDING WORKERS' COMPENSATION

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:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) Be 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 his 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 and will require all subcontractors to do the same.

___________________________________________
Contractor

By: _______________________________________

(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 awarding body prior to performing any work under this Contract.)
Peralta Community College District

Statement of Equal Employment Opportunity

I hereby certify that____________________________________________________

(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor’s questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

   a. Actual racial, gender and residential workforce composition of your company for the contract work.
   b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
   c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: _______________________________ Date

________________________________
Print Name
Peralta Community College District

SMALL LOCAL BUSINESS ENTERPRISE and
SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District’s Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

**SLBE**: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

**SELBE**: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

**Commercially Useful Function**: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

**Geographic Location Requirements:**

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District’s market area.
**Subcontractors:**

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SELBE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
   
   a. A written statement from the subcontractor agreeing to the substitution.
   
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   
   c. When the subcontractor becomes insolvent.
   
   d. When the District determines the work performed by the subcontractor is not in accordance with the contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm’s tax returns for the past three consecutive years.
SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed (check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>25% of Subcontractors are SLBE/SELBE</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
   a) Refusal to certify the award of a contract
   b) Suspension of a contract
   c) Withholding of funds
   d) Revision of a contract for material breach of contract
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: ___________________ Bid Name: __________________________________________

Signed ___________________ Date ___________________

Printed or typed name __________________________________________ Title ___________________
Peralta Community College District

NON-COLLUSION AFFIDAVIT
(To be executed by Vendor and submitted with Proposal)

RFP No.: 13-14/07 PROFESIONAL SERVICES FOR PROJECT INSPECTION (IOR)

State of California, County of _________________

(Name) ____________________________________________, being first duly sworn, deposes and says that he or she is (title)______________________ of (company)____________________________ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: ____________________ Signature: __________________________________________
GENERAL PROVISIONS

Definition: The words Contractor means any Bidder, Vendor or Proposer who provides a good, service or construction to Peralta Community College District (PCCD).

1. ASSIGNMENT/DELEGATION: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.

3. INDEMNIFICATION:
   
   (a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

   (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

4. INSURANCE: With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

   (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

   (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 combined single limit for each occurrence and $2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

   (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

   (d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **Professional Liability (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than $1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event.

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon DISTRICT’S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT’S request.

(g) **Policy Obligations:** CONTRACTOR’S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

Attachment 8, Page 2 of 4
6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR’S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

9. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. **EXTRA (CHANGED) WORK:** Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

11. **CONFLICT OF INTEREST:** CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

12. **OWNERSHIP OF WORK PRODUCT:** DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

13. **CONTRACTOR’S WARRANTY:** DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being
understood that acceptance of CONTRACTOR’S work by DISTRICT shall not operate as a waiver or release.

14. **TAXES:** CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

15. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

16. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

17. **NO WAIVER OF BREACH:** The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

End of Section
Peralta Community College District

RFP Acknowledgement and Signature Form

RFP No.: 13-14/07 PROFESIONAL SERVICES FOR PROJECT INSPECTION (IOR)

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Vendor’s Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFP: _________________________

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the Proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this Proposal. The undersigned agrees to furnish the services stipulated on this Proposal.

Vendor Name: ____________________ Title: ____________________

Contact Person:________________________

Address: ________________________________________________________________

Telephone: ____________________ Fax: ____________________

Contractor License #: ____________________ Expiration Date: ____________________

Federal Tax Identification Number: ____________________

Authorized Signature: ____________________ Date: __________

Decline Proposal:

We do not wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason:________________________________________________________

________________________________________________________

Company:________________________ Address: ____________________

Name: ____________________ Signature: ____________________ Date: __________
Exhibit #1: Staffing Plan for DSA Project Inspection

RFP No.: 13-14/07 PROFESIONAL SERVICES FOR PROJECT INSPECTION (IOR)

Merritt College Science & Allied Health Center

Suggested Staffing Plan Format

<table>
<thead>
<tr>
<th>Phases</th>
<th>Period</th>
<th>Phase 1 Hours</th>
<th>Phase 2 Hours</th>
<th>Phase 3 Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phases 1-3</td>
<td>Mobilization to Foundations for 5 months (Estimated 160hrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phases 4-6</td>
<td>Structure to Interior Rough-In for 9 months, (Estimated 240hrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phases 7-9</td>
<td>Interior Finishes to Commissioning for 7 months, (Estimated 240 hrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nov. 2014 – May 2015</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closeout</td>
<td>Closeout for 3 months, (Estimated 160 hrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>June 2015-Aug. 2015</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The hours noted above are only an estimate, Please indicate the hours & distribution of hours your firm proposes per Inspector on this Staffing Plan.
Exhibit #2: Price Proposal for DSA Project Inspection

RFP No.: 13-14/07 PROFESIONAL SERVICES FOR PROJECT INSPECTION (IOR)

Merritt College Science & Allied Health Center

Instructions: Provide your company’s billing rate and costs for project inspection for the following outlined phases.

<table>
<thead>
<tr>
<th>Phases</th>
<th>Description</th>
<th>Period</th>
<th>Total Hrs/ Month</th>
<th>No. of Months</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phases 7-9</td>
<td>Interior Finishes to Commissioning for 7 months, (Estimated 240 hrs)</td>
<td>Nov. 2014 – May 2015</td>
<td>____</td>
<td>7</td>
<td>$________</td>
</tr>
<tr>
<td>Closeout</td>
<td>Closeout for 3 months, (Estimated 160 hrs)</td>
<td>June 2015-Aug. 2015</td>
<td>____</td>
<td>3</td>
<td>$________</td>
</tr>
</tbody>
</table>

The hours noted above are only an estimate, Please indicate the proposed hours on the Staffing Plan Exhibit #1

Sub-Total: $________

Add 10% Contingency Allowance: $________

TOTAL: $________

Indicate Inspector Billing rates to be used on this project per Class:

Class 1 _____________________________________________
Class 2 _____________________________________________
Class 3 _____________________________________________
PROJECT INSPECTOR & ASSISTANT INSPECTOR
DUTIES AND PERFORMANCE

References:
California Code of Regulations (CCR), Title 24
   Part 1: California Administrative Code
      Sections 4-211, 4-333, 4-334, 4-336, 4-337, 4-342, & 4-343
California Education Code, Sections 17309 & 81141

Revised 12-01-12
Revised 08-09-12
Revised 10-07-10
Revised 11-03-08
Revised 10-03-07
Revised 05-16-07
Revised 06-01-06
Revised 01-25-02

Issued as IR 17-2 01-01-99

This Interpretation of Regulations (IR) is intended for use by the Division of the State Architect (DSA) staff, and as a resource for design professionals, to promote more uniform statewide criteria for plan review and construction inspection of projects within the jurisdiction of DSA which includes State of California public elementary and secondary schools (grades K-12 and community colleges), and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is reviewed on a regular basis and is subject to revision at any time. Please check the DSA web site for currently effective IRs. Only IRs listed in the document at http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx at the time of plan submittal to DSA are considered applicable.

Purpose: This Interpretation of Regulations (IR) provides clarification of the duties of school construction project inspectors and assistant inspectors, as required by the California Administrative Code (California Code of Regulations, Title 24, Part 1).

Section 1 - REQUIRED DUTIES of the PROJECT INSPECTOR

The project inspector must perform specific duties in accordance with Title 24, Part 1 (Sections 4-333 and 4-342). The project inspector acts under the direction of the design professional in general responsible charge and is subject to supervision by DSA. The project inspector does not have the authority under Title 24 to direct the contractor in the execution of the work, nor to stop the work of construction.

The project inspector’s responsibilities include:

- A thorough understanding of all requirements of the construction documents.
- Inspection of all portions of the construction for compliance with the requirements of the DSA approved construction documents.
- Identification, documentation, and reporting of deviations in the construction from the requirements of the DSA approved construction documents.
- Submittal of verified reports (form DSA-6). At the conclusion of the project any outstanding deviations must be noted on the form DSA-6.
- For projects approved under the 2007 CBC the project inspector is responsible for providing “special inspection” of aspects of the construction allocated to the project inspector on the "Tests and Inspections List" (Form DSA-103). The project inspector is also responsible for providing “special inspection” of aspects of construction requiring special inspection by Title 24, Part 2, Sections 1707A.3 through 1707A.9. Any changes to the special/project inspector responsibilities shown on the DSA approved plans and specifications (including form DSA-103) must be approved by change order, or field change document (see IR A-6), prior to proceeding with the related construction work.

The project inspector is prohibited from performing functions associated with actual
construction work such as:

- Performing construction work,
- Ordering or purchasing materials,
- Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work,
- Coordinating or scheduling the construction work,
- Performing “quality control” of construction. Quality control is the responsibility of the contractor. Quality assurance is the responsibility of the inspector.

The project inspector may perform duties for the school district that are not code-prescribed as long as such duties do not interfere with inspection duties. It is the inspector’s responsibility to report all ancillary duties to DSA, the project architect and the structural engineer. The inspector shall also report unforeseen time demands that are impacting, or will impact, his or her ability to perform code-prescribed duties.

DSA may approve a project inspector when – in the opinion of DSA – these ancillary duties should not create a conflict of interest. DSA may withhold approval of a project inspector or withdraw approval at any time if the appearance of a conflict arises.

Seven Categories of Code-Prescribed Duties of the Project Inspector

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

1.1 Inspector’s Job File: The inspector must maintain the following records at the job site during construction in an organized, readily accessible manner:

1. DSA approved (stamped and initialed) plans and specifications (printed copy).
2. DSA approved Testing and Inspection List (form DSA-103). Form DSA-103 may be incorporated into drawings or specifications.
3. Deferred submittals as required by DSA approved plans (printed copy).
4. Project addenda and change orders.
5. Construction change documents with a log of all construction changes.
6. Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.).
7. Communication log referencing all project construction related communications, such as contractor’s requests for information (RFI) and Architect’s Supplemental Instructions, and project related meeting minutes and/or notes.
8. Deviation notices with a log (summary record) including resolution status for each deviation.
9. Evidence of continuous inspection, such as daily inspection reports.
10. Materials testing and special inspection reports.
11. Completed semi-monthly reports (see Appendix 1).
12. DSA field trip notes from prior visits with copies provided to the design professional in responsible charge and attachments indicating resolution of each field trip note item requiring action.
13. California Building Standards Codes (Title 24): Part 1 (Administrative Code); Part 2, Volumes 1 and 2 (Building Code); Part 3 (Electrical Code); Part 4 (Mechanical...
Code); Part 5 (Plumbing Code); Part 6 (Energy Code). The code edition must be as referenced on the DSA approved plans and specifications. The project inspector should have access to applicable structural referenced standards, as needed for particular project inspection activity.

The Job File records listed above may be maintained in paper (i.e. hard copy) and/or electronic format, unless otherwise specified above. The Job File Review Checklist, form DSA-119 (see Appendix 2) provides guidance for required record-keeping and may be used by the DSA Field Engineer, per Section 2.1 of this IR. At the completion of the project, the project inspector shall transfer the job file, with the exception of building codes and reference standards, to the school district, which shall maintain the job file as part of the permanent school district records.

1.2 Inspector’s Comprehension of the Construction Documents

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

The inspector must:

- Consult the responsible design professional(s) to resolve any uncertainties in the inspector's comprehension of the plans and specifications prior to construction of that portion of the work.
- Review requirements for each phase of the construction with the contractor prior to commencing that phase of the work. Good communications will prevent construction errors from occurring.
- Readily identify non-compliant work as the construction progresses, to facilitate prompt corrective action.
- Verify code-compliant implementation of the materials testing and special inspection program.

Title 24, Part 1, Section 4-343, specifies that the contractor must direct inquiries regarding document interpretation (including Requests for Information or RFI’s) to the design professional in general responsible charge, through the inspector. This code provision requires the contractor to involve the inspector in the interpretation and clarification of the construction documents.

1.3 Continuous Inspection of the Work

Continuous inspection means complete and timely inspection of every part of the work. Title 24, Part 1 requires prompt inspection of the work as it progresses. Title 24, Part 1 also requires that prompt verbal notification be made to the contractor of any deviation, so that the deviation can be immediately corrected.

Work such as concrete work or masonry work which can be inspected only as it is placed requires the constant presence of the inspector. Certain types of work which can be completely inspected after the work is installed may be carried out while the inspector is not present, provided that the inspector promptly identifies and reports all deviations.

The project inspector must have personal knowledge of the construction, obtained through the project inspector’s own physical inspection of the work in all stages of its progress. When special inspectors or approved assistant inspectors are used on a project, the project
inspector’s personal knowledge may include that knowledge obtained from these individuals. The project inspector must keep a log of time spent on site.

### 1.4 Records of Inspections

The inspector must maintain detailed records of all inspections. The inspector’s records must provide a comprehensive and timely documentation of the inspected work, promptly identifying all compliant and non-compliant construction. These records must be readily accessible and maintained in an organized manner. The following is a list of the inspection records that must be maintained at the job site:

- A systematic record of all materials and assemblies delivered to the project site.
- A systematic record of the inspection of all work required by the construction documents. Marking properly completed work on a set of construction documents is a recommended method to verify that the requirements of the plans and specifications have been met. The inspector must also record the resolution of reported deviations.
- Construction Procedure Records per Title 24, Part 1, Section 4-342(6), including but not limited to concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved construction documents.
- Log of project inspector’s and assistant inspector’s time spent on-site. DSA may require verification from the inspector of time spent at the job-site during all phases of the work.

### 1.5 Communications Required of the Inspector

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

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

- **Notifications to DSA** as required by Title 24, Part 1, Section 4-342 (b) 5; including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than two weeks.

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

  Notifications shall be made by in writing (e-mail is acceptable).

- **Inspector’s Semi-Monthly Reports** (see Title 24, Part 1, Section 4-337). The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The semi-monthly report must be submitted to the design professional in general responsible charge and the structural engineer; a copy must be sent to DSA and the school district.

  A semi-monthly report must be prepared in accordance with DSA’s *Guidelines for Completion of Project Inspector’s Semi-Monthly Report for School Construction*.
Projects (see Appendix 1 of this IR). The guideline is also available on-line at www.dgs.ca.gov/dsa (click on “Publications” and scroll down to “Inspector Program Publications”), or at any DSA regional office.

**Note for single-story relocatable building projects:** At the discretion of the responsible design professional(s), the inspector may submit the DSA standard form DSA-121: Checklist for Site Inspection of Relocatable Buildings in lieu of semi-monthly reports. The checklist is to be submitted at the completion of the work. The checklist is available on-line at www.dgs.ca.gov/dsa (click on Forms), or at DSA regional offices.

- **Deviation Notices** (see Title 24, Part 1, Section 4-342 (b)8). When the inspector identifies deviations from the DSA-approved plans and specifications, the inspector must verbally notify the contractor. If the deviation is not immediately corrected, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the responsible design professional(s) and DSA. The status and resolution of all deviations must be documented on semi-monthly reports.

- **Record of Communications to the Responsible Design Professional(s)** All uncertainties in the inspector’s or contractor’s comprehension of the documents must be reported in writing to the responsible design professional(s).

- **Reporting for Projects with Work Stoppage** may be required in cases where DSA issues a Stop Work Order, Order to Comply or a Request for District/Owner to Stop Work, in accordance with DSA Interpretation of Regulations A-13 (“Stop Work and Order to Comply”). DSA may issue specific instructions to the project inspector for additional reporting and/or oversight of construction related to a documented non-compliant condition that is the cause of work stoppage.

- **Verified Reports** (refer to Title 24, Part 1, Section 4-336). The project inspector shall submit verified reports (form DSA-6) directly to DSA (with copies to the responsible design professional(s) and the school district) upon any of the following:
  1) Work on the project is suspended for a period of more than one month.
  2) The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  3) DSA requests a verified report.
  4) At the time of occupancy of any building involved in a project prior to completion of the entire DSA approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project.
  5) The entire project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the project for its intended use, as determined by the project owner and design professional in general responsible charge.

  **Note:** Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

### 1.6 Inspector’s Monitoring of the Materials Testing & Special Inspection Program

The inspector is responsible, under the direction of the design professional in general responsible charge, for monitoring the work of any special inspectors and materials testing
laboratories to ensure that all materials testing and special inspections required for the project are satisfactorily completed in accordance with the DSA approved documents.

The project inspector must monitor the following aspects of the Materials Testing & Special Inspection Program:

- When DSA approval for special inspectors is required, the project inspector must identify and report any special inspectors on the job site that are not DSA-approved.
- Verify that the materials testing laboratory is included on the List of DSA Accepted Testing Laboratories on the DSA website and that all sampling and testing is performed by the testing laboratory.
- The project inspector must verify that the materials testing lab and special inspectors have received sufficient advance notification to perform the required material sampling or special inspection.
- The project inspector is responsible for verifying that all required material sampling and special inspections have been performed. The project inspector is also responsible to observe any special inspector’s on-site presence, performance of duties, the special inspector’s documentation of complying and non-complying work, and issuance of deviation notices.
- The project inspector is responsible for reviewing all materials test and special inspection reports. The project inspector must report the status and resolution of deviations reported by any materials testing lab or special inspector on semi-monthly reports.

1.7 Monitoring of Assistant Inspectors

The project inspector must provide technical guidance to assistant inspectors and must verify the assistant inspectors’ comprehension of the construction documents. The project inspector must also monitor the assistant inspectors’ performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.

The project inspector must ensure that any assistant inspector is performing the duties indicated on the assistant inspector’s approved form DSA-5A. See IR A-12.

The project inspector must provide continuous on site supervision of all assistant inspectors.

Section 2 - DSA OVERSIGHT

Each DSA Regional Office has Field Engineers, who conduct oversight of the project through review of documents and construction site visits. Each site visit typically includes the following:

- Monitoring of the project inspector’s administration and documentation of project activities;
- Observation of construction; and,
- Documentation of site visit findings using DSA field trip notes.

2.1 Job File Review

The DSA Field Engineer may evaluate the project inspector’s administration of the project through a Job File Review (see Appendix 2). The purpose of the Job File Review is to verify completeness of the project inspector’s records, communicate with the project inspector and responsible design professional, and address any project documentation or other issues
during construction to facilitate timely project certification.
The Job File Review is a project record, which is maintained in DSA project files. Copies are
provided to the project inspector and the responsible design professional after completion of
each Job File Review.

2.2 Observation of Construction by DSA
The DSA Field Engineer conducts a site walk to make observations as necessary to ascertain
that inspections have been completed diligently. During the site visit, the Field Engineer
may provide guidance to the project inspector, as needed, to ensure enforcement of
construction documents.

2.3 DSA Field Trip Notes
At the conclusion of the site visit, the Field Engineer issues a field trip note to the project
inspector, who shall distribute the field trip note to the school district and responsible design
professional. The field trip note indicates any findings by the Field Engineer that require
action by the project inspector and/or design professional(s) to ensure project compliance
with Field Act requirements. The field trip note may include informational comments,
including construction status and guidance given to the project inspector. The field trip note
becomes a part of the DSA project records.

APPENDICES:
Appendix 1 - Guidelines for Completion of Project Inspector’s Semi-Monthly Report for
School Construction Projects
Appendix 2 – DSA-119 - Job File Review Checklist
Appendix 1: Guidelines for Completion of Project Inspector’s Semi-Monthly Report for School Construction Projects

Guidelines for Completion of Project Inspector’s Semi-Monthly Report for School Construction Projects

A. Completion:

1) Prepare and submit a separate semi-monthly report for each project on the 1st and 16th of every month during construction of the project. These are the reporting dates for semi-monthly reports.

2) The first report shall be made on the first reporting date (1st or 16th) after the start of construction. For Construction Start date, use the date the contractor mobilizes on the project site to begin construction (or demolition, if demolition work is included in the project scope and in the DSA approved construction documents).

3) The final semi-monthly report shall be made on the reporting date (1st or 16th) following substantial completion of construction. For Construction Substantial Completion date, report the date the project construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the project for its intended use, as determined by the project owner and design professional in general responsible charge.

4) For any buildings occupied during the time period covered by the report and prior to completion of the entire project scope, the project inspector shall indicate the date of the verified report filed for buildings occupied prior to project completion, and may attach a copy of such report to the semi-monthly report.

5) For any project with construction suspended, the project inspector shall continue filing semi-monthly reports. For any project where all work is suspended for more than one month, the project inspector may use the semi-monthly report to notify DSA of the stoppage, and shall also file a verified report as required, which may be attached to the semi-monthly report.

B. Format & Content:

For the suggested format and required content, see the Semi-Monthly Report Template on Page 2.

C. Distribution:

1) The reports shall be addressed to the design professional in responsible charge and the structural engineer.

2) A copy shall be provided to the school district.

3) A copy shall be provided to DSA. Route the semi-monthly report to the DSA Field Engineer assigned to the project. See DSA eTracker (https://www.apps.dgs.ca.gov/Tracker/ProjectStatus.aspx), Field Review Status screen, for the name of DSA Field Engineer.
Appendix 1: Guidelines for Completion of Project Inspector’s Semi-Monthly Report for School Construction Projects (continued)

Guidelines for Completion of Project Inspector’s Semi-Monthly Report

Provide title “Semi-Monthly Report” at the top of the first page of the report in a way that makes the title clearly visible. Keep the report brief; general one or two pages in length. The inspector’s business header or footer can be used on any pages of the report.

Semi-Monthly Report

Time Period: <beginning and ending date>
DSA File No. <file number>
<Date of Report>
DSA Application No. <application number>

<Name of Design Professional in General Responsible Charge>
<Name of Structural Engineer>

Construction is estimated <*>% complete
Indicate estimated percentage of construction completion. Percentage shall be based on time elapsed between Construction Start date and Project Construction Scheduled Completion, as provided by the owner and/or contract documents.

California Code of Regulations, Title 24, Part 1, Section 4-337 requires that a project inspector provides information on each of the following items.

1) Construction Work Accomplished: Include a brief statement of site-work and building construction work performed during the time period. List each building or structure on which work was performed, with a brief description of work in progress and work completed during the time period. List fabrication work performed off-site.

2) Summary of Materials Testing & Special Inspections Performed: List any material sampling or special inspections performed on-site or off-site during the time period. List any material tests performed on-site.

3) Instructions Received from the Design Professional(s) during the Time Period: List any documents (including change orders and preliminary change orders) or instructions regarding the construction work or materials testing & special inspection program, issued during the time period. Record any significant absence of the project inspector from the job-site when work is progressing, and approved provision for inspection during this time.

4) Problems, Concerns or Unusual Conditions: List any problems, concerns or unusual conditions with the construction work, testing & special inspection program, or assistant inspection work during the time period. Indicate to whom the issue has been directed for review.

5) Outstanding Deviation Notices: List any deviation notices by date and brief description of the deviation, that were issued during the time period, or previously issued and remain unresolved.

6) Deviation Notices Resolved during the Time Period: List any deviation notices, by date and brief description of the deviation, that were resolved during the time period.

7) DSA “Field Trip Note(s)” Issued during the Time Period: Indicate the date, if any, of the DSA Field Trip Note(s) received during the time period covered by the report. Indicate whether or not the Field Trip Note requests any actions by the design professional.

8) Official Site Visitors: List official visitors to the job-site during the time period and whom they represent. Official visitors may include, but not limited to, the responsible design professional, engineering consultants, geotechnical engineer, school district representatives, DSA field representative, and materials testing laboratory engineer.

Project inspector’s Signature Block: <inspector’s signature and printed or typed name>

cc: <Division of the State Architect>
<School District>
### Appendix 2: DSA-119 – Job File Review Checklist

#### JOB FILE REVIEW CHECKLIST

- **DSA File No.:** 
- **DSA App. No.:**

**Date of visit:** 
**Name of DSA Field Engineer:** 

**Project Name:** 
**Project Class:** 

**Inspector Name:** 
**E-mail:** 

DSA Field Engineer shall complete a job file review on each visit made to Class 1 and 2 school district or community college construction projects to review completeness of project inspector’s record-keeping. Field Engineer shall provide a copy to the Project Inspector and design professional in general responsible charge after each site visit, and shall file an electronic copy in DSA project records.

Complete information on all items listed below as they are maintained in the Inspector Job File. The Job File items may be maintained in paper (i.e. hard copy) and/or electronic format. Mark the Status box with one of the following:

- **NA = Not Applicable**
- **C = Complete**
- **N = Not Complete** (describe in Comments field)

<table>
<thead>
<tr>
<th>Item #</th>
<th>STATUS</th>
<th>Item Description</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>DSA approved plans &amp; specifications (printed copy)</td>
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<td>2</td>
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<td>DSA approved Testing &amp; Inspection List (DSA-103)</td>
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<tr>
<td>3</td>
<td></td>
<td>Deferred submittals as required by DSA approved plans (printed copy)</td>
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<tr>
<td>4</td>
<td></td>
<td>Addenda, change orders</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Construction change documents &amp; log</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Contractor submittals (construction schedule, shop drawings, certificates, product labels, concrete trip tickets, etc.)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Communication log [all communications (RFIs, responses to RFIs, etc.) &amp; project related meeting minutes/notes]</td>
<td></td>
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<tr>
<td>8</td>
<td></td>
<td>Deviation notices, as delivered to architect &amp; contractor; log listing all notices with resolution status</td>
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<tr>
<td>9</td>
<td></td>
<td>Evidence of continuous inspection by project inspector, such as daily inspection reports</td>
<td></td>
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<tr>
<td>10</td>
<td></td>
<td>Material testing &amp; special inspection reports</td>
<td></td>
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<tr>
<td>11</td>
<td></td>
<td>Completed semi-monthly reports</td>
<td></td>
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<tr>
<td>12</td>
<td></td>
<td>DSA field trip notes from prior visits, copied to architect; documentation pertaining to resolution of items</td>
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<tr>
<td>13</td>
<td></td>
<td>Applicable codes (Title 24) &amp; standards</td>
<td></td>
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</tbody>
</table>
Appendix 2: DSA-119 – Job File Review Checklist (continued)

JOB FILE CONTENT REQUIREMENTS

1. DSA approved plans & specifications: The job file should include a printed copy of the DSA approved plans and specifications, which shall be maintained current with changes made after DSA approval (i.e. stamp-out).

2. DSA approved Testing & Inspection List (DSA-103): The job file should include a copy of the form DSA-103, approved Testing and Inspection List, which should be updated for any changes in the testing program during construction.

3. Deferred submittals as required by DSA approved plans: The job file should include printed copies of deferred submittals as required by the DSA approved plans. Deferred submittals should be reviewed and approved by DSA prior to work being performed. Lack of DSA approval(s) may result in an issuance of a Field Trip Note comment by DSA.

4. Addenda, change orders: Copies of addenda and change orders should be organized and readily available. Lack of DSA approval(s) may result in an issuance of a Field Trip Note comment by DSA.

5. Construction change documents & log: A file with a copy of each issued change document should be organized and readily available. Construction change documents should be recorded in a log.

6. Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc., as required by DSA approved specifications): The shop drawings should indicate review by the design professional in general responsible charge (architect) and be made available to the PI prior to work being performed. The job file should contain product labels, trip tickets, or other evidence of the brand and quality of materials.

7. Communication log (all communications (RFIs, responses to RFIs) & project related meeting minutes/notes): The project inspector shall maintain an up-to-date file of all communications with the design professionals, contractors, DSA representatives, and other persons involved in the project.

8. Deviation notices, as delivered to architect & contractor; log listing all notices with resolution status: The job file should contain a copy of each deviation notice issued by project inspector. The project inspector shall maintain a log of deviation notices including the date of issuance, indication of delivery to architect and contractor, and a resolution status for each deviation notice issued.

9. Evidence of continuous inspection, such as inspector daily reports: The project inspector shall maintain daily inspection reports or other comprehensive inspection records to demonstrate actual personal knowledge of the work of construction in all stages of its progress.

10. Material testing & special inspection reports: The job file should contain a comprehensive list of structural testing and special inspection reports required per DSA-103 and construction documents, including any changes to Testing & Inspection Program made during construction. The job file should contain copies of all material testing and special inspection reports as required. The project inspector should identify and track those reports that indicate non-compliance. The job file should contain a copy of a DSA approved form DSA-5 for masonry and/or shotcrete special inspectors as applicable to the project.

11. Completed semi-monthly reports: The job file should contain copies of project inspector’s semi-monthly reports made on the 1st and 16th of every month. The reports shall contain the following:
   - the name of the school district, school site, building (if applicable);
   - DSA file and application numbers;
   - list of official visitors to the project and whom they represent;
   - a brief statement of the work done during the period preceding the report;
   - pertinent information regarding any unusual conditions or questions that may have arisen at the job;
   - description of problems or non-complying conditions which have occurred on the project and how they were resolved or brought into compliance.

12. DSA field trip notes from prior visits, copied to architect; documentation pertaining to resolution of items: The job file should contain copies of DSA Field Engineer field trip notes and evidence that the trip notes have been distributed to the architect. The job file should include documentation that reconciles and/or resolved DSA field trip note items that required action.

13. Applicable codes and referenced standards: A copy of Title 24 should be available in the project inspector workspace. The project inspector should have access to applicable structural referenced standards, as needed for particular project inspection activity.
AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:

DATE: ___________ (Board Approved date)

PROJECT NAME:

I. SCOPE OF THE SERVICES

The Services to be rendered (\textquotedblleft Services\textquotedblright) under this Purchase Order (\textquotedblleft Order\textquotedblright) consist of:

\[
\begin{array}{c}
\text{(Enter description of services here)}
\\hline
\text{(Enter description of services here)}
\\hline
\text{(Enter description of services here)}
\end{array}
\]

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Order is $__________, to be paid as:

(1) \(\square\) lump sum;

(2) \(\square\) lump sum with progress payments;

(3) \(\square\) per attached schedule of rates and charges, with a guaranteed not to exceed price of $__________.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by [_____________________________] and complete the Services by:

(1) \(\square\) [______________________________]; or,

(2) \(\square\) within [_____] days of commencement of the Services.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Order, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. Consultant has read, negotiated and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(2) Order number must appear on all invoices and correspondence. Send invoices in duplicate to Peralta Community College District, 333 East Eighth Street, Oakland, CA 94606 immediately upon performance.

(3) Changes made to printed Terms and Conditions on this Order are null and void unless approved in writing by the District Project Manager and General Counsel.

(4) Consultant must comply with Appendix A and [________].

(5) This instrument is void to the extent it requires payment by the District of more than [$$______$$].

<table>
<thead>
<tr>
<th>PERALTA COMMUNITY COLLEGE DISTRICT</th>
<th>NAME OF CONSULTANT:</th>
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<tbody>
<tr>
<td>By: José M. Ortiz, Chancellor (Authorized Agent)</td>
<td>A California corporation,</td>
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<td>Date:</td>
<td>Address: ____________________________</td>
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<tr>
<td>Approved as to legal form:</td>
<td>____________________________</td>
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<tr>
<td>By: Thuy Thi Nguyen, District Counsel, Peralta Community College District</td>
<td>By: ____________________________</td>
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<td>Date:</td>
<td>Title: ____________________________</td>
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<td>Print Name and Title</td>
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<td>(If Corporate: Secretary, Assistant Secretary,</td>
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<tr>
<td></td>
<td>Chief Financial Officer, or Assistant Treasurer)</td>
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Requisition No.: ____________________________

Date: ____________________________

By: ____________________________
GENERAL TERMS AND CONDITIONS

1. Purchase Order (“Order”) Force and Effect. District is not responsible for services rendered without the authority of an Order on this form. This Order shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Order (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Order shall, whether oral or written, be a part of this agreement. No modification of this Order shall be effective unless it is in writing. This Order shall supersede all other prior purchase orders and agreements between Consultant and District with respect to the work and services described herein. This Order may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Order are for convenience only and do not affect the construction of this Order.

2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services (“Services”) under this Order. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Order without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Order, regardless of the terms of any such assignment.) Consultant’s authorized representative is the individual signing this Order unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant’s obligations under this Order.

3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant’s work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Order, and invoices, payrolls, records and all other data related to matters covered by this Order. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Order shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. Independent Contractor. Consultant is an independent Contractor and does not act as District’s agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Order regarding direction apply to and concern the result of the Consultant’s provision of Services not the means, methods, or scheduling of the Consultant’s work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Order. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Order as District’s responsibility.

5. Indemnity/Liability. To the extent of its proportionate fault and permitted by law, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “Indemnitees”), from and against any and all claims and liability of any type resulting from Consultant’s negligent performance of this Order. Defense counsel retained under this section shall be subject to the Indemnitees’s reasonable approval. Notwithstanding any provision of this Order, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Order or the Services. The Indemnitees’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.

6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Order. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Order for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Order. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. Ownership of Results. Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, “Subconsultants”), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic
media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Order shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District’s prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. As respects Consultant’s standard details and proprietary design instruments of service (not specific to this Project), however, District shall have only a non-exclusive but otherwise unrestricted license to use the materials on the Project.

9. Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran’s status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Order for District’s convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Order in whole, or from time to time in part, for default, should Consultant commit a material breach of the Order, or part thereof, and not cure such breach within ten (10) calendar days of the date of District’s written notice to Consultant demanding such cure. In the event District terminates the Order for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant’s failure to continue work during a dispute shall be a material breach of this Order. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision hereof.

11. Execution; Venue; Limitations. This Order shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Order shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Order, nothing in this Order shall operate to confer rights or benefits on persons or entities not party to this Order. As between the parties to this Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
Draft for review and approval by District Risk Manager

Appendix A to Purchase Order for Professional Services Agreement

INSURANCE

A. Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than $2,000,000 general aggregate and $1,000,000 each occurrence, subject to a deductible of not more than $25,000 payable by Consultant.

B. Business automobile liability insurance with limits not less than $1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than $10,000 payable by Consultant.

C. Workers’ Compensation Employers’ Liability limits not less than AS REQUIRED BY STATE each accident, AS REQUIRED BY STATE per disease and AS REQUIRED BY STATE aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

D. Professional Liability Insurance with limits not less than $1,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed $10,000 for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of three (3) years after the completion of the Services.

E. Insurance policies in Appendix A shall contain an endorsement containing the following terms:

1. PERALTA COMMUNITY COLLEGE DISTRICT and their respective affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

3. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.

4. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

F. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause E.3 above.