

Mountain View-Los Altos High School District
1299 Bryant Ave.
Mountain View, CA 94040
(408) 335-2013

INDEPENDENT INSPECTOR AGREEMENT FOR PROFESSIONAL SERVICES

INSPECTION SERVICES

This Independent Inspector Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of April, 2021 by and between the Mountain View-Los Altos High School District ("District") and Furman Construction Inspection, Inc. ("Inspector"), (together, "Parties").

DSA Application #: 01-118995

Mountain View High School New Gymnasium Building (estimated cost \$9,500,000), Mountain View-Los Altos High School District.

Description of Project: Construction of a New Freestanding Gymnasium Building with associated sitework and additive alternate for office and toilets under application number # 01-118995.

Whereas, District is empowered to contract with an approved school construction inspector under Education Code Section 35160 and 39249, and;

Whereas, Inspector has been approved or will obtain approval for the above-named project by the Office of the State Architect.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

- 1.1. The Inspector shall meet and perform the minimum requirements established per the California Building Standards Administrative Code (Title 24, Part 1), California Department of General Services – Division of the State Architect – Interpretation of Regulations Documents, and California Education Code Sections 17309 & 81141 to be considered for these projects.
- 1.2. The inspector must be available to the District via mobile phone or pager to provide timely response, within 1-2 hour response time. The assigned inspector must also be available to receive email communications. These methods of communication must be maintained and are at the consultant's expense.
- 1.3. The Inspector must file pre-construction DSA documentation.
- 1.4. The Inspector must attend the weekly construction meetings and other meetings as requested by the District.
- 1.5. The Inspector must maintain a complete set of project documents and accurate records of all addendums, change bulletins, supplemental instructions, field changes, change orders and RFI's.
- 1.6. The Inspector will maintain a daily log for the project, copies of which shall be submitted to the District in addition to any and all reports required by DSA.

- 1.7. The Inspector will monitor all trade contractor preparation of record drawings (as-built's) assuring they are updated monthly. Upon completion of the project, the consultant will review and approve as-builts prior to submission to the Construction Manager, Architect and then the District.
- 1.8. The Inspector will maintain and submit timely and accurate DSA reports, inspector's semi-monthly report, quarterly verified reports, and final verified reports to the District, Architect, and DSA.
- 1.9. The Inspector will review monthly progress payments of the contractor and will maintain accurate records of monthly progress payment applications approved in accordance with submitted detailed Contractor's Schedule of Values.
- 1.10. The Inspector will coordinate required special inspections and requests for testing of materials, including samples of materials to be taken for the project in accordance with the Test and Inspections Sheet requirements.
- 1.11. The Inspector will provide accurate observation of concrete operations per the construction documents and maintain a concrete placement log.
- 1.12. The Inspector will provide construction quality control for the project ensuring the District is obtaining specified and/or industry standard levels of construction quality. Consultant shall participate in the final inspection process with the Architect for the District.
- 1.13. The Inspector will assist with the project close-out for the District, including, coordinating required DSA documentation and verified inspection reports, verifying that all required system testing is completed and signed off, and verifying that the local fire marshal's approval of the fire protection systems is secured.
- 1.14. Notwithstanding the above duties, clarification of the Roles and Responsibilities between the District, Architect, Construction Manager and Inspector are hereby attached for reference as Exhibit A.

2. **Term.** This Agreement will remain in effect until such time as the Final Notice of Completion for this project has been filed with the Office of the County Recorder, Santa Clara County and as of that date shall be terminated, unless this Agreement is terminated and/or otherwise cancelled prior to that time. Services will tentatively commence in June 2021. Tentative project completion is August 2022 for a total duration of 59 weeks.

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

- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form

4. **Compensation.**

4.1. The Class 1 Inspector's services will be billed at \$120/hr per hour. Estimated inspection hours per week is 20hr/week during the course of construction for a not-to-exceed (NTE) amount of \$160,800 for the term of this Agreement. Notwithstanding the above,

Inspector shall only bill hours actually worked on the Project. Should the anticipated inspection services exceed this NTE amount, Inspector shall notify the District 30 days in advance for possible adjustment to the NTE.

4.2. Inspector shall submit monthly invoices, itemized by person, billing rate, hours worked and any reimbursable expenses incurred in sufficient detail as requested by the District. Invoices shall be submitted to the District on the last day of each month and are due and payable by the 20th day of the following month.

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

5.1. Not applicable.

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

7. **Labor Compliance Program.** The Inspector shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Inspector employs subcontractor(s), the Inspector shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.

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

8.1. A work trailer or classroom with internet service.

9. **Performance of Services.**

9.1. **Standard of Care.** Inspector represents that Inspector has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Inspector's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

9.2. **Meetings.** Inspector and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Inspector's performance of Services.

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

the satisfactory completion thereof.

- 9.4. **New Project Approval.** Inspector and District recognize that Inspector's Services may include working on various projects for District. Inspector shall obtain the approval of District prior to the commencement of a new project.

10. Assigned Inspector.

Inspector agrees that the following individual in the firm shall be assigned to the project:

DSA Inspector: Tyson Flynn Class 1

Certification # 860

Inspector shall not change personnel listed above without prior written approval by District, unless said personnel ceases to be employed by Inspector. In either case, District shall be allowed to interview and approve replacement personnel.

11. **Originality of Services.** Except as to standard generic details, Inspector agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Inspector and shall not be copied in whole or in part from any other source, except that submitted to Inspector by District as a basis for such services.
12. **Copyright/Trademark/Patent.** Inspector understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Inspector consents to use of Inspector's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
13. **Audit.** Inspector shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Inspector transacted under this Agreement. Inspector shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Inspector shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Inspector and shall conduct audit(s) during Inspector's normal business hours, unless Inspector otherwise consents.

14. Termination.

- 14.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Inspector only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Inspector. Notice shall be deemed given when received by the Inspector or no later than three days after the day of mailing, whichever is sooner.
- 14.2. **Without Cause By Inspector.** Inspector may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be

obligated to compensate Inspector for services satisfactorily rendered to the date of termination. Written notice by Inspector shall be sufficient to stop further performance of services to District. Inspector acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

14.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 14.3.1. material violation of this Agreement by the Inspector; or
- 14.3.2. any act by Inspector exposing the District to liability to others for personal injury or property damage; or
- 14.3.3. Inspector is adjudged a bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector's insolvency.
- 14.3.4. Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Inspector. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Inspector shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Inspector shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Inspectors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Inspector, its officials, officers, employees, subcontractors, Inspectors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. Inspector further agrees to reimburse District for any expenditures, including reasonable attorney's fees, District may incur by reason of the matters that are the subject of the indemnification provisions stated herein..

16. **Insurance.**

16.1. The Inspector shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

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

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

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

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

16.2. **Proof of Carriage of Insurance.** The Inspector shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

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

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

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

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

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

17. **Assignment.** The obligations of the Inspector pursuant to this Agreement shall not be assigned by the Inspector.
18. **Compliance with Laws.** Inspector shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Inspector shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Inspector observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Inspector shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Inspector's receipt of a written termination notice from the District. If Inspector performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Inspector shall bear all costs arising therefrom.
19. **Certificates/Permits/Licenses.** Inspector and all Inspector's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
20. **Employment with Public Agency.** Inspector, if an employee of another public agency, agrees that Inspector will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Inspector agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Inspector agrees to require like compliance by all its subcontractor(s).
22. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Inspector's performing of any portion of the Services.
23. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Inspector must submit, upon request by District, appropriate documentation to the District identifying the steps the Inspector has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
24. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **District's Evaluation of Inspector and Inspector's Employees and/or Subcontractors.** The District may evaluate the Inspector in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

25.1. Requesting that District employee(s) evaluate the Inspector and the Inspector's employees and subcontractors and each of their performance.

25.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).

26. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

27. **Confidentiality.** The Inspector and all Inspector's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Inspector understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Mountain View-Los Altos High School
District
Attn: Mike Mathiesen
1299 Bryant Ave.
Mountain View, CA 94040
(408) 335-2013

Inspector:

Furman Construction Inspection, Inc.
Attn: Jerry Furman
6209 Valley Glen Ct.
San Jose, CA 95123
(408) 234-8153

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

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

33. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. Attorney Fees/Costs. Notwithstanding the Indemnity provision herein, should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

35. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

37. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

38. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

39. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 2021

Dated: _____, 2021

Mountain-View Los Altos High School District

Furman Construction Inspection, Inc.

By: _____

By: _____

Print Name: Mike Mathiesen

Print Name: Jerry Furman

Print Title: Associate Superintendent Business Service

Print Title: _____

Information regarding Inspector:

Inspector: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Inspector or Company: _____

Signature: _____

Print Name and Title: _____

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Inspector Agreement for Professional Services ("Agreement"):

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

Date: _____
District Representative's Name and Title: _____
Signature: _____

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

Inspector's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
- _____ Continual supervision and monitoring of all Inspector's on-site employees of Inspector by an employee of Inspector, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

[MUST BE COMPLETED BY INSPECTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Inspector entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Inspector.

Date: _____
Name of Inspector or Company: _____
Signature: _____
Print Name and Title: _____

EXHIBIT "A"

**DELINEATION OF RESPONSIBILITIES
Consultant Roles and Responsibilities**

PRE-CONSTRUCTION PHASE ACTIVITIES	District Staff	Architect	PM / CM	Project Inspector
Develop Construction Management Plan			Responsible	
Develop Master Project Schedule	Assist	Assist	Responsible	
Develop Project Budget and Cost Management Procedures	Assist		Responsible	
Manage design process	Assist	Responsible	Assist	
Develop construction documents		Responsible		
Manage Constructability Reviews		Assist	Responsible	
Manage Value Engineering Process	Assist	Assist	Responsible	
SD, DD, CD Estimates		Responsible	Assist	
Obtain Design Approvals from District Staff and State Agencies	Assist	Responsible	Assist	
Initiate Public Utility Applications	Assist	Assist	Responsible	

BIDDING PHASE ACTIVITIES	District Staff	Architect	PM / CM	Project Inspector
Prepare Bidding Documents	Assist	Responsible Division 01, 02 front end docs	Responsible Multiple-Prime front end bid docs and General Conditions	
Prepare Bid Advertisements	Responsible		Assist	
Prepare Bid Alternates	Assist	Responsible	Assist	
Prepare Unit Price Items		Assist	Responsible	
Printing and Assembly of Bid Documents		Assist	Responsible	
Develop Construction Schedule (Multi-Prime)			Responsible	
Prepare General Conditions Budget (Multi-Prime)			Responsible	
Develop Scope Statements (Multi-Prime)		Assist	Responsible	
Conduct Pre-bid Conference	Assist	Assist	Responsible	
Manage Pre-bid Inquiries	Assist	Responsible	Responsible	
Prepare Pre-Bid Addenda	Assist	Responsible	Assist	
Manage Bid Opening	Responsible	Assist	Assist	
Bid Evaluations and Recommendations	Assist	Responsible	Responsible	

Prepare Contracts, Notices of Award, Notices to Proceed	Responsible	Assist	Responsible	
Procure Project Inspector	Responsible	Assist	Assist	
Procure and Manage Special Consultants	Responsible	Assist	Assist	

CONSTRUCTION PHASE ACTIVITIES	District Staff	Architect	PM / CM	Project Inspector
Project Status Reports			Responsible	
Move Management	Responsible		Assist	
Manage Public Utilities on-site coordination		Assist	Responsible	
Obtain and Manage Off-Site Permits		Assist	Responsible	
File Pre-construction DSA Documentation	Assist	Responsible	Responsible	Responsible
Administration of the Project. Manage Trade Contracts (Multi-Prime)		Assist	Responsible	
Conduct Pre-construction Conference (Multi-Prime)	Assist	Assist	Responsible	
Review and Approve Trade Contractor Schedule of Values	Assist	Assist	Responsible	Assist
Manage Construction Schedule, Provide updates and Monitor Trade Contractor Progress			Responsible	
Manage General Conditions Budget			Responsible	
Manage DOJ Compliance			Responsible	
Conduct Coordination Meetings. Prepare Minutes.	Assist	Assist	Responsible	Assist
Manage Submittals Process		Assist	Responsible	
Approve Submittals		Responsible		
Interpret Plans and Specifications	Assist	Responsible		
Manage RFI Process		Assist	Responsible	
Approve RFI's		Responsible		
Manage and Approve Substitution Requests		Responsible	Assist	
Construction Layout			Responsible	
Construction Coordination			Responsible	
Manage Change Order Process	Assist	Assist	Responsible	
Negotiate Change Orders	Assist	Assist	Responsible	
Approve Change Orders	Responsible (cost)	Responsible (scope)		
Draft and Process Change Orders		Responsible	Assist	
Ensure Construction Quality Control		Responsible	Assist	Responsible

Coordinate submission of Trade Contractor Progress Payments			Responsible	
Approve Trade Contractor Progress Payments	Responsible	Assist		Assist
Maintain As-Built Drawings			Responsible	Assist
Safety Compliance			Responsible	
Construction Progress Photos			Responsible	
Coordinate Technical Inspection and Testing			Assist	Responsible
Coordinate w/ DSA Field Inspectors				Responsible
Develop Punchlist		Responsible	Assist	Assist
Manage Punchlist Completion		Assist	Responsible	
Manage Building Commissioning and Training	Assist		Responsible	
Manage Operations and Maintenance Documentation		Assist	Responsible	
Construction Contract Closeout		Assist	Responsible	
File Notices of Completion	Responsible		Assist	
Manage Contractor Claims and Disputes	Responsible	Assist	Assist	
Final As-built review		Responsible		
Manage DSA Closeout		Responsible	Assist	Assist



March 15, 2021

Mr. Mike Mathiesen
Associate Superintendent of Business Services
MVLA UHSD
1299 Bryant Ave.
Mountain View, CA 94040

Re: Inspector of Record Services for construction of the Auxiliary Gymnasium at Mountain View High School, DSA Application 01-118995

Dear Mr. Mathiesen,

Thank you for the opportunity to provide the following proposal for the referenced project.

Based on the schedule provided at the time of this document submission (June 1, 2021 to October 1, 2022) FCI will provide all required Division of the State Architect Project Inspection for a cost of \$160,800.00.

This total equates as follows:
Class 1 IOR 4 hours per day at \$120/ Hr. for the estimated 335 working days.

The proposed inspector for the referenced project will be Bruce Tyson-Flyn, Class 1 IOR DSA Certification #860.

Overtime, Holiday and/ or weekend work will be billed at 1.5x the previously listed rate and added to the end of the contract if necessary.

If the project exceeds the October 1, 2022 completion date, FCI will provide an additional proposal based on the anticipated extension duration.

A separate work trailer or classroom, minimum 10 x 20 with internet service be required for the Inspector of Record and Assistant, provided by the district. FCI can provide the trailer and internet service and be reimbursed on a separate line item based on market cost if necessary.

Included in the above rate are all necessary equipment and supplies to perform inspections and maintain job records. Also included are all closeout documents required by the Division of the State Architect.

FCI will not charge any travel time for local inspections. If necessary, FCI and the district will negotiate any out of town inspection services.

FCI will maintain all district required insurances.

Please feel free to contact me if you have any questions regarding this proposal. Again, I appreciate the opportunity and look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "Jerry M. Furman".

Jerry M. Furman
President
Furman Construction Inspection Inc.
Jfurman@fcinspection.com
408-234-8153