

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
(PROJECT INSPECTION SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 11th day of May, 2026 by and the Redwood City School District, ("District") and MWC Associates ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide project inspection services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on 11th day of May, 2026 until DSA closeout is complete, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty-Four Thousand Dollars (\$24,000.00). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B"**
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant 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. **Materials.** Consultant 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.

8. **Performance of Services.**

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

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

8.2. **Meetings.** Consultant 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 Consultant's performance of Services.

8.3. **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.

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

9. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

## 11. **Termination.**

11.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

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

11.2.1. material violation of this Agreement by the Consultant; or

11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant 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.

12. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly

by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**13. Insurance.**

13.1. The Consultant 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.

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

13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, 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.)

13.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Not required, Consultant has no employees.

13.2. **Proof of Carriage of Insurance.** The Consultant 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:

13.2.1. 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.”

13.2.2. 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.

13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, 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 Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

13.3. **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.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

15.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.

15.1.1. **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

15.1.2. **Labor Compliance:** This Contract is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

16. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.

18. **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 Consultant 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 Consultant agrees to require like compliance by all of its subcontractor(s).

19. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
20. **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.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **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.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant 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.
24. **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:**

**Redwood City School District**  
 750 Bradford St.  
 Redwood City, CA 94603  
 Email: mcervantes@rcsdk8.net  
 ATTN: Martin Cervantes, Interim Bond Director

**Consultant:**

**MWC Associates**  
 18482 Center Street  
 Castro Valley, CA 94546  
 Email: manwah@mwcinspection.com  
 ATTN: Man Wah Cheng

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.

25. **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.

26. **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.
27. **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.
28. **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.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
30. **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.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **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.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: May \_\_\_\_\_, 2026

Dated: \_\_\_\_\_, 2026

**Redwood City School District**

**MWC Associates**

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

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

Print Name: Dr. John Baker

Print Name: Man Wah Cheng

Print Title: Superintendent

Print Title: Owner

**Information regarding Consultant:**

License No.: DSA #5269

564-49-7264 :

Registration No.: \_\_\_\_\_

Employer Identification and/or  
Social Security Number

Address: 18482 Center Street  
Castro Valley, CA 94546

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.**

Telephone: 925-330-8256

Facsimile: \_\_\_\_\_

E-Mail: manwah@mwcinspection.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

**\_EXHIBIT "A"  
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement. If there is any conflict between Consultant's Proposal and any provision of this Agreement, the provisions of this Agreement shall control.

**1. INSPECTOR'S AUTHORITY**

- 1.1 **Inspector under Direction of Architect.** The Inspector shall act as project inspector, present at Project site at all times necessary, including during off hours, and weekend hours as deemed necessary by the Inspector, the Architect and/or the District. The Inspector shall be under the direction of the Architect and is subject to the supervision of Division of the State Architect ("DSA").
- 1.2 **Authority to Reject Construction Work.** The Inspector shall not direct a contractor in the execution of the Construction Work. The Inspector does not have the authority to stop work on the Project. The Inspector shall have the authority to reject defective materials and to suspend any specific Construction Work that is being improperly performed, subject to the ultimate decision of the Architect and the District. The Inspector will have the authority to approve, disapprove, observe, and report matters pertaining to the Construction Work performed on the Project.
- 1.3 **Conflict of Interest.** The Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or sub-contractors with responsibilities for the construction of, design of, or other work or duties related to the Project. The Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of any work on the Project. The Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that the Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.

**2. ON-SITE PRESENCE**

The Inspector shall be physically present at each Project site at all times necessary for performance of its duties as project inspector. The Inspector shall have personal knowledge of the Construction Work at all stages. The Inspector shall accompany the Architect, the District, the construction manager, or other consultants when any of them are observing the Construction Work. The Inspector shall be physically present for all concrete work and masonry work.

**3. ALL ON-SITE INSPECTION SERVICES, INSPECTION-RELATED ACTIVITIES, AND SPECIAL INSPECTIONS**

- 3.1 The Inspector's inspection services shall consist of all on-site inspection services of the Project and all inspection-related activities relating thereto, including, but not limited to, the services set forth herein.

### 3.2 **Special Inspections.**

- 3.2.1 If directed by the District or the Architect, Inspector shall either perform Special Inspections or oversee Special Inspections by specially approved inspectors.
- 3.2.2 Special Inspections may be performed by the Inspector if Inspector has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the Inspector shall manage coordination, scheduling and timely reporting of results to the District, the Architect, and the DSA if required.
- 3.2.3 The District may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the Work after assembly. The District may require Special Inspection at the job site in addition to those listed herein if deemed necessary because of the special use of the materials or methods of construction.

3.3 **Continuous Inspection.** The Inspector shall perform continuous inspection of the Project during all stages of construction. Such inspection shall be conducted based on personal knowledge of the construction and shall ensure that the approved plans and specifications are completely executed. Continuous inspection means complete inspection of every part of the Work. Work such as concrete or brick work that can be inspected only as it is placed shall require the constant presence of the Inspector. Other types of Work that can be completely inspected after the Work is installed may be carried on while the Inspector is not present. In no case shall the Inspector have or assume any duties that will prevent the Inspector from providing continuous inspection.

## 4. **INSPECTOR'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES**

The Inspector shall provide personal, competent, adequate and continuous construction inspections of all aspects of the Work.

- 4.1 The Inspector shall endeavor to guard the District against apparent defects and deficiencies in the Work and shall see that the Work is executed and completed in accordance with the Contract Documents and applicable laws and regulations.
- 4.2 The Inspector shall submit the form DSA 151, or most current form, to the DSA prior to commencement of construction.
- 4.3 The Inspector shall ensure that the correct quantity of project inspection cards (form DSA 152, or most current form) is issued for the project. The Inspector shall obtain the forms DSA 152 prior to commencement of the construction and enter the "Card Start Date" on the forms DSA. The Inspector shall sign off applicable blocks and sections of the forms DSA 152 when:
  - 4.3.1 The completed work is in compliance with the DSA approved construction documents.
  - 4.3.2 All necessary testing and inspections are complete.
  - 4.3.3 Any deviations from the DSA approved plans are resolved.
  - 4.3.4 Any DSA field trip note issues are resolved.
  - 4.3.5 All necessary documents are received by the Inspector.

- 4.4 The Inspector shall obtain a copy of the DSA approved Construction Documents from the Architect prior to the commencement of construction. The Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. The Inspector shall consult the Architect to resolve any uncertainties in the Inspector's comprehension of the plans and specifications. The Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.
- 4.5 The Inspector shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103, or most current form) from the Architect prior to commencement of construction. The Inspector shall meet with the District, design professionals, and contractor as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall meet with the Laboratory of Record to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall monitor the work of the Laboratory of Record and Special Inspectors, if any, to ensure the testing and special inspection programs are satisfactorily completed, including verifying code-compliant implementation of the materials testing and special inspection program, as applicable, notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. The Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.
- 4.6 Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the current version of the following forms:
- 4.6.1 Form DSA IR A-7, Project Inspector: Certification and Approval.
  - 4.6.2 Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance.
  - 4.6.3 Form DSA PR 13-01, Construction Oversight Process Procedure.
  - 4.6.4 Form DSA PR 13-02, Project Certification Process Procedure.
  - 4.6.5 DSA 152 Manual.
- 4.7 The Inspector shall identify all non-compliant Work as work on the Project progresses in order to facilitate timely corrective action.
- 4.8 The Inspector shall not authorize deviations from the Contract Documents.

## 5. **ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS**

- 5.1 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project ("Work"). These practices include, but are not limited to, the following:
- 5.1.1 California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

- 5.1.2 Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
- 5.1.1 Labor Code of the State of California Division 2, Part 7, Public Works and Public Agencies.
- 5.1.2 Education Code of the State of California.
- 5.1.3 Industrial Accident Commission's Safety Orders, State of California.
- 5.1.4 National Electrical Safety Code, U. S. Department of Commerce.
- 5.1.5 National Board of Fire Underwriters' Regulations.
- 5.1.6 Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.
- 5.2 The inspection shall be according to the DSA inspection rules and regulations.
- 5.3 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

## **6. COMMUNICATIONS, REPORTING, AND NOTIFICATIONS**

- 6.1 **DSA Notification.** The Inspector shall notify DSA:
  - 6.1.1 At least forty-eight (48) hours prior to the start of any Construction Work at each Project site.
  - 6.1.2 At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.
  - 6.1.3 At least forty-eight (48) hours prior to the first concrete pour/placement at any Project site.
  - 6.1.4 At least forty-eight (48) hours prior to significant concrete pour/placement at any Project site.
  - 6.1.5 When Construction Work has been suspended for a period of more than one (1) month.

Notification shall be made on form DSA 151, or most current form, and shall be sent electronically to the DSA. A copy of each notification shall be kept in the Inspector's Job File.

- 6.2 **Defective Work.** If the Inspector determines that any portion of the Work is defective and such defect requires that portion of the Work to be rejected, the Inspector shall immediately report said defective Work to the Architect, the Construction Manager (if applicable), and the District. The Inspector's initial report regarding such defective Work may be either verbal or in writing, whichever form is deemed more appropriate by the Inspector under the circumstances. However, if such initial report is verbal, the Inspector shall confirm said verbal report in writing within one (1) calendar day.

- 6.3 **Notification of District and Architect.** The Inspector shall immediately report to the District, the Architect, and the Construction Manager (if applicable) any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. The Inspector shall inform the District, the Architect, and the Construction Manager (if applicable) of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. The Inspector shall advise the District of needed inspections related to the status of the Construction Work, and the District shall provide the schedule of Construction Work to the Inspector so that both Parties arrange timely inspections.
- 6.4 **Contractor's Deviation in the Work and Notification of Deviations to Contractor(s).**
- 6.4.1 The Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents; any violation of any local, state or federal codes; or any Work contrary to approved revisions to any of the above by that contractor or its subcontractors. Deviations include both construction deviations and material deficiencies.
- 6.4.2 If the contractor does not correct the deviation within a reasonable time frame after the verbal notice, then the Inspector shall promptly issue a written notice of deviation to the contractor using form DSA 154, or most current form, with a copy sent to the District, the Architect, the Construction Manager, if any, and the DSA. If applicable, Inspector's notification shall direct the Contractor in writing, while simultaneously notifying the Architect, the Construction Manager (if applicable), and the District, to cease installation of that nonconforming portion of the Project, pending further decision by the Architect and the District.
- 6.4.3 Upon resolution of the deviation, the Inspector shall promptly issue a written notice of resolution to the contractor using the original form DSA 154 that reported the deviations, with a copy sent to the District, the Architect, the construction manager, if any, and the DSA.
- 6.4.4 Notices shall be sent electronically to the DSA and kept in the Job File.
- 6.4.5 The Inspector shall deliver copies of the writings referred to in this paragraph to the District within twenty-four (24) hours of Inspector's origination of the writings.
- 6.5 **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector or the Construction Manager (if applicable), including the contractor's uncertainties regarding the Construction Documents. The Inspector shall document these inquiries and immediately forward them to the Architect for response.
- 6.6 **Construction Manager.** The Inspector shall also work with the Construction Manager if the District uses a construction manager on any portion of the Project. If the District does not use a Construction Manager on the Project, then all references to a Construction Manager herein shall mean the District.

6.7 **Failure to Notify the Architect, the Construction Manager, and the District.** Inspector's failure to notify the Architect, the Construction Manager (if applicable), and the District of Work not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause for termination of the Agreement between the District and the Inspector.

7. **CONSTRUCTION SCHEDULE, POTENTIAL DELAYS IN COMPLETION**

The Inspector shall be alert to the construction schedule and to any conditions that may cause delay in completion of the Project. Upon observing such conditions, the Inspector shall report the same immediately and, within one (1) calendar day of observing such conditions, confirm the same in writing to the Architect, the Construction Manager (if applicable), and the District.

8. **INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS**

The Inspector shall become sufficiently acquainted with the Project and the agreements between the District and the Architect, Construction Manager (if applicable), and Contractor, to allow for the Inspector's effective and productive interface between the District, the Architect, the Construction Manager (if applicable), the Contractor, and governmental inspectors, including but not limited to those government inspectors referred to in section 13 herein.

9. **JOB SITE MEETINGS**

The Inspector shall, as directed by the Architect, the District, or the Construction Manager (if applicable), attend meetings held at the Project site or the District Facilities or other location identified to the Inspector by the District. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.

10. **INSPECTOR MAINTENANCE OF RECORDS, JOB FILE, AND BUILDING CODES**

10.1 **Inspection Records.** The Inspector shall maintain daily inspection reports and job files that are detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("Inspection Records"). The Inspection Records shall be deemed by the Inspector to be accurate and qualitative. The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:

10.1.1 A systematic record of the inspection of all Construction Work required by the Construction Documents. The Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.

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

10.1.3 The resolution of reported deviations.

10.1.4 Daily job log of the Inspector's time spent on the Project site(s), which shall include:

- 10.1.4.1 Hours on the Project site.
  - 10.1.4.2 Weather conditions.
  - 10.1.4.3 Construction procedures, where performed and any deviations therefrom.
  - 10.1.4.4 Construction equipment and vehicles utilized.
  - 10.1.4.5 Manpower assigned by the Contractor and subcontractors.
  - 10.1.4.6 Equipment and materials delivered to the site, including Inspector's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and Inspector's determination that they meet submittal and specification requirements.
  - 10.1.4.7 Daily activities.
  - 10.1.4.8 Verbal instructions and clarifications of the work given to the Contractor.
  - 10.1.4.9 Decisions that either clarify or deviate from the contract documents.
  - 10.1.4.10 General observations and specific observations in detail as in the case of Project test procedures and results.
  - 10.1.4.11 Occurrences or conditions that might affect the construction budget or schedule.
  - 10.1.4.12 Any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken.
  - 10.1.4.13 Substantive telephone calls, including statements or commitments made during the call, and
  - 10.1.4.14 Names of all visitors to the Project site, including agency representation and agents of the District.
- 10.1.5 Said reports and/or job files shall be made available to the Architect, the Construction Manager (if applicable), and the District upon request. Failure to provide these Daily Records shall constitute a material breach of contract and may be cause for termination of the Agreement between the District and the Inspector.

## 10.2 Job File

- 10.2.1 The Inspector shall maintain orderly job files at the Project site that include:
- 10.2.1.1 DSA approved (stamped and initialed) plans and specifications (printed copy).
  - 10.2.1.2 DSA approved testing and inspection list (for DSA 103). The DSA 103 may be incorporated into drawings and specifications (printed copy).

- 10.2.1.3 DSA approved deferred submittals as required by DSA approved plans (printed copy).
- 10.2.1.4 DSA approved project addenda and revisions (printed copies) with identification marks made on the original DSA approved construction documents indicating changes made by these documents.
- 10.2.1.5 DSA approved construction change documents Category A with a log of all construction changes and identification marks made on the original DSA approved construction documents indicating changes made by these documents.
- 10.2.1.6 Project Inspection Card (form DSA 152) and, when applicable, form DSA 152-IPI.
- 10.2.1.7 Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
- 10.2.1.8 Communications log referencing all significant project construction related communications, such as contractor's request for information (RFI), responses to RFIs. DSA communications (field trip notes, etc.), architect's supplemental instructions, information bulletins, and project related meeting minutes and/or notes.
- 10.2.1.9 Deviation notices using form DSA 154 with a log (summary record) indicating resolution status for each deviation. Notice of resolution deviations using form DSA 154.
- 10.2.1.10 Records of concrete placing operations.
- 10.2.1.11 Evidence of continuous inspection, such as daily inspection reports.
- 10.2.1.12 Both structural/materials and fire/life safety testing reports as well as special inspection reports.
- 10.2.1.13 Identification of responsible groups/individuals, including the project inspector, for both structural/ material and fire/life safety related tests and special inspections.
- 10.2.1.14 Verified reports from all parties required to file verified reports.
- 10.2.1.15 DSA field trip notes (form DSA 135 or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
- 10.2.1.16 A record of its attendance on the Project site.
- 10.2.1.17 Schedules.
- 10.2.1.18 Notes.
- 10.2.1.19 Communications.
- 10.2.1.20 Records.
- 10.2.1.21 Correspondence.
- 10.2.1.22 Reports of Project site conferences.
- 10.2.1.23 Minutes of job site meetings and any other meeting minutes (if applicable).
- 10.2.1.24 Shop drawings and any other drawings on behalf of the District.
- 10.2.1.25 Documents.
- 10.2.1.26 Reproductions of the original Construction Contract of the Contractor ("Construction Contract"), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contract.
- 10.2.1.27 Any other documents required to provide a complete record of construction.

- 10.2.2 The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction). The Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District.
- 10.2.3 The Inspector shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. The Inspector, as a condition of Inspector's contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the Project.
- 10.2.4 The Inspector shall organize and maintain a complete system of construction records, including, but not limited to:
  - 10.2.4.1 Form DSA 151 – Project Inspector Notifications.
  - 10.2.4.2 Form DSA 152 – Project Inspection Card, or most current form.
  - 10.2.4.3 DSA approved plans and specifications.
  - 10.2.4.4 Form DSA 103 – Statement of Structural Tests and Special Inspections, or most current form.
  - 10.2.4.5 Deferred submittals as required by the DSA approved plans.
  - 10.2.4.6 Addenda and Revisions.
  - 10.2.4.7 Construction Change Documents and log.
  - 10.2.4.8 Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc.), as required by DSA approved specifications.
  - 10.2.4.9 Communication log; all communications and project related meeting minutes/notes.
  - 10.2.4.10 Notices of Deviations/Resolution of Deviations (form DSA 154, or most current form,), as delivered to the DSA, architect and contractor with log listing all notices with resolution status.
  - 10.2.4.11 Form DSA 155 – Project Inspector Semi-Monthly Report.
  - 10.2.4.12 Form DSA 6-PI – Project Inspector Verified Report.
  - 10.2.4.13 Evidence of continuous inspection, such as inspector daily reports.
  - 10.2.4.14 Laboratory test and inspection reports.
  - 10.2.4.15 Special inspection reports.
  - 10.2.4.16 Records of concrete placing operations.
  - 10.2.4.17 Records of welding operations.
  - 10.2.4.18 Records of pile driving operations.
  - 10.2.4.19 Verified Reports from all parties required to file Verified Reports using form DSA 6, or most current form.
  - 10.2.4.20 Completed Semi-monthly Reports.
  - 10.2.4.21 DSA Field Trip Notes.
  - 10.2.4.22 Applicable codes and referenced standards.
  - 10.2.4.23 Any other documents required to provide a complete record of construction.
- 10.2.5 The Job File shall be kept on the job site until completion of the project and readily accessible to DSA personnel during site visits. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.
- 10.2.6 All these records and all documents kept by the Inspector shall be and remain the property of the District. At the completion of the construction,

Inspector shall provide a copy of the Job File, with the exception of the building codes and standards, to the District. If the Inspector is, for any reason, terminated prior to the completion of the project, Inspector must ensure transfer of the Job File to the assuming Project Inspector and to the District.

10.2.7 If any of the following events occur, the Inspector shall submit a copy of a portion of the Job File, as further described below in section 14.2.8, to the DSA:

10.2.7.1 The services of the Inspector are terminated for any reason prior to completion of the project.

10.2.7.2 When the construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the project.

10.2.7.3 Work on the project is suspended for a period of more than one year.

10.2.7.4 Upon request by the DSA.

10.2.8 The portion of the Job File to be submitted to the DSA shall consist of the following forms, or most current form:

10.2.8.1 DSA 152 – Project Inspection Card.

10.2.8.2 DSA 152-IPI – In-Plant Inspector Inspection Card/Verified Report (if applicable).

10.2.8.3 DSA 6-PI from all Project Inspectors involved in the project including in-plant inspector (if applicable).

10.2.8.4 DSA 6-AE from the architect/engineer.

10.2.8.5 DSA 6-C from each contractor having a contract with the District.

10.2.8.6 DSA 292 from all special inspectors contracting directly and individually with the District.

10.2.8.7 DSA 291 from the engineering manager of the laboratory of record.

10.2.8.8 DSA 293 from the geotechnical engineer of record

10.2.8.9 DSA 130 – Certificate of Compliance for Bleacher/Grandstand Fabricator (if applicable).

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

10.3.1 Title 24, Part 1 (Administrative Code).

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

10.3.3 Title 24, Part 3 (Electrical Code).

10.3.4 Title 24, Part 4 (Mechanical Code).

10.3.5 Title 24, Part 5 (Plumbing Code).

10.3.6 Title 24, Part 6 (Energy Code).

## 11. **INSPECTOR'S VERIFIED and SEMI-MONTHLY REPORTS**

The Inspector shall keep the District thoroughly informed as to the progress of the Work by submitting reports required by Title 24 as follows:

11.1 **Verified Reports.** In addition to the verified reports required herein, the Inspector shall submit verified reports, as required by Title 24 CCR, directly to the DSA, Architect, and the District within five (5) business days of the end of the report period and within five (5) days of final acceptance for the final verified report. Each verified report shall be on form DSA 6-PI and form DSA 152, or most current form, as appropriate. Reports shall be sent electronically to the DSA and kept in the Job File. Without limitation, verified reports must be submitted upon the occurrence of any of the following events:

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

11.1.2 The services of the Inspector are terminated for any reason prior to the completion of the project.

11.1.3 At the time of occupancy of any building, or portion of a building, involved in the project prior to the completion of the entire DSA approved scope of work.

11.1.4 When the construction is sufficiently complete, in accordance with the DSA approved construction documents, so that the District can occupy or utilize the project.

11.1.5 DSA requests a verified report.

11.2 **Semi-Monthly Reports.** The Inspector shall submit semi-monthly reports, as required by Title 24 CCR, to the District, the Architect, the project structural engineer, and DSA using DSA Form 155, or most current form, within two (2) business days of the close of the report period. These reports shall include the following information as a minimum:

11.2.1 A brief description of the Work in progress by each trade or Contractor with an estimate of the percentage completed to date.

11.2.2 Notation of progress or other project-related meetings conducted on site.

11.2.3 Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.

11.2.4 Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the Contractor from the Architect or project engineer.

11.2.5 Notation of all correction notices or notices of non-compliance issued to the Contractor (include a copy of such notices with the report).

11.2.6 Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.

11.2.7 Notation of the average number of workers and foremen on site each day for the report period.

11.2.8 Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any Work that was impeded.

11.2.9 Notation of any deviation from the Contractor's approved construction schedule.

11.2.10 Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

11.3 **All Other Reports.** Inspector shall initiate and file with DSA prior to their due date, any other Project-related forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. The Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

11.4 All reports shall be sent electronically to the DSA and kept in the Job File.

## **12. PAYMENT REQUESTS**

The Inspector shall review the Contractor's pay requests prior to the issuance of Architect's and Contractor's certificate of payment to the Construction Manager (if applicable) and the District and indicate whether amounts claimed by the Contractor are, in the Inspector's opinion, correct. The Inspector's approval of pay requests shall be shown by signature of the Inspector on the pay request.

## **13. PUNCH LIST ITEMS**

The Inspector shall, after completion of the project or completion of a portion thereof, check each punch list item to ensure that it is corrected in accordance with the Construction Contract, plans and specifications.

## **14. INSPECTOR CERTIFICATION**

The Inspector shall provide the District a copy of documents satisfactory to the District certifying that the Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. The Inspector shall also provide any other documents or certification requested by the District. The Inspector shall initiate and provide the District with Form DSA-5, or most current qualification/certification form.

## **15. SUBSTITUTE INSPECTOR AND/OR ASSISTANT INSPECTOR**

The Inspector shall provide the Services throughout the term of this Agreement, and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of the Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no cost to the District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by the District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. The Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).

**EXHIBIT "B"**  
**DESCRIPTION OF BILLING RATES**  
**CLIFFORD ELEMENTARY SCHOOL**

Based on the compressed construction schedule starting June 6th, 2026 through August 8th, 2026 (and beyond), we propose assigning two DSA Certified Inspectors, Elvis Lee and/or Andrew Cheng, to conduct part-time inspections, based at the rate of: \$135 per hour, average of 6 hours per day, 5 days per week, plus in-office staff support services to fulfil onsite inspection, coordinating special testing, DSA documentation, attend weekly meetings, and other mandated DSA inspector of record duties. Since this project may require frequent visits with short notice, we propose to bill in the same percentage of completion as the contractor's billing, on a monthly basis. There will be no extra charge for overtime and weekend work.

The following is our fee: \$ 24,000.00

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Name of Consultant: \_\_\_\_\_

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 Services under this Agreement.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

PROJECT/CONTRACT NO.: HVAC Upgrades, Increment 2 ("Contract" or "Project") between the Redwood City School District ("District") and MWC Associates ("Consultant").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

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 and undertake to prepare and submit Consultant's fingerprints as if he or she was an employee of the District.

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

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

District Representative's Signature: \_\_\_\_\_

- The Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's and its subcontractors' employees is:

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

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

**NOTE:** If the Consultant is a sole proprietor, and elects the above option, Consultant must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

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 and undertake to prepare and submit Consultant's fingerprints as if he or she was an employee of the District.

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

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

District Representative's Signature: \_\_\_\_\_

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Consultant's employees or any subcontractor or supplier of any tier of the Contract 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 Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Contract.

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.

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

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

District Representative's Signature: \_\_\_\_\_

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

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

Proper Name of Consultant: \_\_\_\_\_

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

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

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