

# New Haven Unified School District

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## DSA INSPECTION SERVICES AGREEMENT

Between

NEW HAVEN UNIFIED SCHOOL DISTRICT

AND

\_\_\_\_\_

This Inspection Services Agreement (ISA) is executed between New Haven Unified School District ("Owner") and \_\_\_\_\_ ("IOR") pursuant to the Request for Qualifications – DSA Inspection Services/Scope of Services ("RFQ") submitted by the IOR to the District dated \_\_\_\_\_. By this reference, the RFQ is incorporated herein as if set forth in full. **All Terms and Conditions of RFP #779 become part of this Contract.**

This ISA is for Title 24-required inspection services for the Owner for the Itliong-Vera Cruz Middle School 21<sup>st</sup> Century Classroom Building project (Project) and may be amended as required for specific project elements.

### Article 1 GENERAL RESPONSIBILITIES AND LIMITATIONS

IOR agrees to perform professional construction inspection services in connection with the, \_\_\_\_\_ [DSA Application #] as set forth below and contained within this ISA.

#### A. General Responsibilities

IOR will act as agent and project representative of Owner only with respect to the construction process, with responsibility to observe and report on matters pertaining to the work of the General Contractor and related subcontractors. On the basis of his observation, IOR will endeavor to guard Owner against apparent defects and deficiencies in the permanent work constructed by the contractor. IOR has no authority to the contractor and will not be responsible for the contractor's failure to execute the work in accordance with the construction contract documents. Considering the fact that IOR has responsibility for inspection on several separate projects, it is agreed that IOR shall use his

professional judgment and experience in selecting the times and places of observation with the intent of protecting the interests of Owner to the best of his ability.

**B. Limitations of Authority:** It is agreed that IOR:

- i. Shall not replace in any way the District's representative or the Architect in relation to their duties to insure that the project is completed in full conformance with the project documents. The primary responsibility of the IOR will be to insure that the project is constructed in conformance with the requirements of Title 24, and specifically with the requirements of the California Building Code, to assure complete compliance in issues of structural safety, fire/life safety and access compliance.
- ii. Is not a safety inspector, and in recognition of this shall not have authority or responsibility to perform reviews of the contractor's safety precautions at the site nor to offer any advice as to the adequacy of same, either generally or specifically, and shall have no authority or responsibility to search out and report on-site safety hazards or safety violations.
- iii. Shall not have any responsibility to assist the contractor in the performance of the contractor's duties nor to undertake any responsibility of the contractor, his superintendent, subcontractors or their employees or agents, including but not limited to means, methods, techniques, sequences or procedures of construction that are the sole responsibility of the contractor.
- iv. Shall not have authority to grant permission for modifications to or changes or deviations from the contract documents.

**Article 2 BASIC SERVICE COMPENSATION**

- A. Fees for inspection services will be billed at a base rate of \_\_\_\_\_ per hour. The value of this Inspection Services Agreement is not-to-exceed \$\_\_\_\_\_ ( \_\_\_\_\_ ), broken down as follows:
1. Hourly Rate: \$ \_\_\_\_\_ per hour
  2. Pre-Construction Services: \$ \_\_\_\_\_.
  3. Construction Services: \$ \_\_\_\_\_.
  4. In-Plant Inspector: \$ \_\_\_\_\_.
  5. Project Close-Out: \$ \_\_\_\_\_.

**NOTE: Payment will be made on ACTUAL HOURS worked, as submitted on the Inspector's Time Sheet.**

Inspection of any contractor work scheduled by the contractor and approved by the Owner outside of the regularly scheduled workday described above will require the Owner and IOR to negotiate separate compensation in addition to this paragraph A. It is acknowledged that IOR does not control the contractor's schedules, and therefore any lengthening of the contract time for any reason may require supplementation of the agreed upon amounts.

B. Invoices for completed services will be submitted to Owner on the twenty-fifth day of each month, with invoices due and payable by the fifteenth day of the following month.

C. As part of Basic Services, IOR agrees to furnish the following as required:

- i. Inspection tools
- ii. Portable telephone
- iii. Codes and references as required
- iv. Vehicle and any related expenses
- v. Proof of Insurance:

Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments with limits of not less than \$1,000,000 for each occurrence and \$2,000,000.00 for General Aggregate.

- a. Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.
- b. Professional Liability insurance with limits of not less than \$1,000,000 for each occurrence.
- c. Workman's Compensation with Employers Liability limits of not less than \$1,000,000 or Statutory Limits per each accident.
- d. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
  - Name as additional insured the New Haven Unified School District, its board, officers and employees.
  - Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured

against whom a claim is made or a suit is brought against.

- The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

### **Article 3 FINGERPRINTING**

Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45125.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

### **Article 4 PAYMENT OF PREVAILING WAGES:**

The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

### **Article 5 GENERAL PROVISIONS**

- A. A. In performance of his work as IOR pursuant to this agreement, it is understood and agreed that IOR is at all times acting as an independent contractor and not as an employee of Owner.
- B. It is understood that IOR may, from time to time, have other commitments that will require his absence from the project.
- C. In the event of extended absence of IOR, IOR will secure a substitute IOR, to be compensated by IOR and billed at the same rate as IOR. Choice of substitute shall be approved by Owner and subject to approval by DSA to fulfill IOR's duties on a temporary basis.

- D. Neither Owner nor IOR shall delegate IOR's duties under this agreement without the written consent of the other, except as provided herein.
- E. This agreement is intended to terminate under normal circumstances upon the completion of all projects assigned to the IOR, specifically as evidenced by Owner's acceptance of completion and IOR's filing of DSA-6 form indicating that completion is in accordance with contract documents and applicable codes. Additionally, this agreement may be terminated by either party for cause, to be preceded by thirty days written notice. In the event of termination by Owner, IOR shall be compensated as agreed in this agreement for services performed prior to date of termination
- F. The parties agree to submit any dispute to non-binding ADR (Alternative Dispute Resolution) prior to either part filing a lawsuit.

#### **Article 6 INFRINGEMENTS – INDEMNIFICATION**

The Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits. The Contractor agrees to hold the New Haven Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the contractor arising out of and in the course of the performance of this agreement.

#### **Article 7 TERMINATION**

In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Chief Business Officer may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.

The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

Upon receipt of written notice that this Agreement is terminated, the Contractor will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Contractor has not previously been compensated as per Section 3. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the Contractor, monetary or otherwise.

NHUSD reserves the right to terminate all or part of the contract due to non-appropriation of funds.

**Article 8 AGREEMENT MADE IN CALIFORNIA: VENUE**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**Article 9 LAWS AND REGULATIONS**

Articles and services covered by this contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**CONTRACTOR:**

\_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

(Date)

**DISTRICT:**

**New Haven Unified School District:**

BY: \_\_\_\_\_

Signature

**CO-SUPERINTENDENT**

Superintendent or Designee

\_\_\_\_\_

(Date)

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_

between New Haven Unified School District (“District” or “Owner”) and \_\_\_\_\_  
 (“Contractor” or “Bidder”) (“Contract” or “Project”).

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

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

Contractor 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 Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor'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 Contractor'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, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

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

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

\_\_\_\_\_The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor'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 Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT