



# REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR PROJECT INSPECTOR SERVICES

Request for Qualification Issued

**1<sup>st</sup> Notice**

**2<sup>nd</sup> Notice**

**Friday, April 26, 2024**

**Friday, May 3, 2024**

Deadline for Submittal of Response:

**Wednesday, May 15, 2024 at 2:00 PM**

Request for Qualifications (“RFQ”)  
For Project Inspection Services

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The Central Union School District (the “District”) is requesting statements of qualifications from qualified Project Inspectors who are experienced in performing construction contract inspection services for the construction of DSA-approved K-12 public school facilities in California. In particular, the District is looking for Project Inspectors who may also have experience with projects that are funded through the U.S. Department of Defense Public Schools on Military Installations Program (“Grant Program”), or similar Federal grant programs.

**1. General Instructions**

Any response submitted to this RFQ should be reviewed for accuracy before submission to the District since a statement of qualifications may not be adjusted after submission. The District will not be responsible for errors or omissions in any response. This RFQ does not commit the District to award a contract or to pay any costs incurred in the preparation of a statement of qualifications responsive to this request. The District reserves the right to accept all or part of any statement, to waive any irregularities, and to cancel in part or in its entirety this RFQ. The District further reserves the right to negotiate changes in and to accept the statement(s) that it considers to be in the best interest of the District.

**Amendments:** The District reserves the right to cancel or revise this RFQ in part or in its entirety. If the District cancels or revises the RFQ, all Respondents will be notified by addendum. The District also reserves the right to extend the date responses are due, or alter or postpone other critical dates listed below.

**Inquiries:** Any questions concerning this RFQ or selection process may be directed to Thomas Addington, Superintendent, Central Union School District; telephone: (559) 925-2619; Fax: (559) 924-1153. Inquiries must be submitted no later than **Wednesday, May 8, 2024** Replies involving any substantive issues will be issued by addenda and mailed to all parties recorded by the District as having received the RFQ documents.

**2. Critical Dates**

**Submittal Due Date:**

Qualified consultants are invited to submit an original + one digital (electronic) copy of the statement of qualifications that meet the requirements described herein by **no later than Wednesday, May 15, 2024 at 2:00 p.m. (PDT)** to the following address:

**Central Union School District  
15783 18th Avenue  
Lemoore, CA 93245  
Attention: Thomas Addington, Superintendent**

Submittals not received by the deadline will be returned unopened.

**Interview Date(s):**

Interview dates, if scheduled, will occur the week of **May 27, 2024**.

**3. Project Description**

The District anticipates awarding a contract for construction contract inspection services related to the renovation, modernization, and expansion of the R.J. Neutra Elementary School (“Project”), which will be funded through the Grant Program. R.J. Neutra Elementary is nestled within the Lemoore Naval Air Station and was built in 1965 to serve the children of military families. The Project will be designed to include the construction of a new classroom wing with eight new classrooms, the construction of a new kitchen and multipurpose room, the modernization and update of existing classrooms on campus, and the removal of eleven portable classrooms. The Project will also address anti-terrorism force protection deficiencies, reconfigure the parking lot facilities, and complete additional site work associated with the Project.

**4. Scope of Work**

The successful consultant for construction contract inspection services must provide all services identified in the scope of services described in the construction contract inspection services agreement accompanying this RFQ (*Attachment A*), which will be the general form of the agreement that the project inspector must execute. Any statement of qualifications submitted in response to this RFQ (including the proposed hourly rate and travel time rate) must be based on the scope of services, fee structure (hourly rate with a not-to-exceed total amount), obligations, and other terms of this construction contract inspection services agreement.

**5. Contingent on Funding**

The Project is contingent upon the District’s approval and receipt of funding. If the District does not receive such funding, the applicable agreement is null and void and the District shall have no obligations to the consultant.

**6. Statement Format and Content**

The statement of qualifications should be clear, concise, complete, well organized, and demonstrate respondent’s ability to follow instructions. The quality of the answers, not the length of responses or visual exhibits is what is important in the statement of qualifications.

An original + one digital (electronic) copy of the statement must be provided, with no more than 30 single-sided pages in total length.

All respondents are requested to follow the order and format specified below. Please tab each section of the submittal to correspond to the numbers/headers shown below.

The following sections should be included in the statement in the order listed:

**A. Submittal Cover**

A cover letter signed by an authorized officer of the firm or Sole Proprietorship submitting the statement, or signed by another person with authority to act on behalf of and bind the firm Sole Proprietorship. The cover letter should include the RFQ's title and submittal date, and the name, address, fax number, and telephone number of the consultant. The cover letter should be brief (one page maximum) and should describe how the scope of work will be accomplished for the District and include the signature of the consultant.

**B. Table of Contents**

Include complete and clear listings of headings and pages to allow easy reference to key information.

**C. Mandatory Qualifications**

Respondents must have the necessary qualifications to provide the requested services in accordance with California law. Please provide all of the following information:

- a. Name of Respondent certified by DSA as Project Inspector, exactly as on file with DSA
- b. DSA Certification No. and Date issued
- c. List of DSA Project Classes 1-4 for which Respondent is certified as Project Inspector
- d. DSA Certification Expiration Date

District will engage only a person or persons currently certified as Project Inspectors by the California Division of State Architect ("DSA") and who are qualified to provide continuous inspection of all aspects of construction for DSA Class 1 projects. The selected person(s) must have experience as a Project Inspector for the construction of K-12 public school facilities in California. The selected person(s) must also be able to meet all DSA requirements for DSA approval of the Projects, including, but not limited to, completion and approval of the DSA's *Inspector's Qualification Record* form (form DSA-5).

**D. Organization, Credentials, and General Background**

Please provide the following:

- a. Name of Respondent
- b. Corporate Status, if any (i.e. Corporation, Partnership, Sole Proprietorship)
- c. Contact person
- d. Street address
- e. Telephone
- f. Fax
- g. Email address

## **E. Client Satisfaction/References**

Provide a list of at least five client references for which your organization has performed planning and design services similar to those required by this Request for Qualifications. References must include:

1. Name, address, telephone number, and a contact person of the project owner.
2. Name, address, telephone number and a contact person for the contractor(s) working on the project(s).
3. Describe the project(s) on which your organization provided services, including costs.

## **F. Financial Status and Insurance**

Attach a letter from your insurance company indicating your firm's ability to provide insurance as required in the attached agreement (*Attachment A*), including but not limited to the following:

1. A.M. Best financial rating status.
2. Commercial General Liability Insurance: Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage/Two Million Dollars (\$2,000,000.00) aggregate.
3. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage each accident limit.
4. Workers' Compensation and Employer's Liability Insurance: The selected firm shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code.
5. Errors and Omissions Insurance: errors and omissions insurance on an occurrence or claims made basis with a limit of at least One Million Dollars (\$1,000,000.00).
6. All insurance will be in a form and with insurance companies acceptable to the District.
7. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

## **G. Price Structure and Fees**

1. Describe the proposed fee for providing the construction contract inspection services outlined in the RFQ.
2. Identify if your fee would be based solely on an hourly rate or whether the fee would include a maximum "not to exceed" for the Project.
3. Identify any additional fees you are proposing (mileage, supplies/materials, cell phone, etc.).

## 7. Selection Process

### A. Evaluation of Responses to the Request for Proposals

Submittals received by District will be evaluated according to the criteria listed below:

1. Conformance to the specified RFQ format;
2. Organization, presentation, and content of the submittal;
3. Experience and expertise of the consultant in providing construction contract inspection services;
4. Knowledge of and experience in working on projects funded through the Grant Program, or other Federal grant programs;
5. Ability to meet the requirements of the District in a timely manner;
6. Ability to carry out the scope of work outlined in the RFQ;
7. Recommendations of references;
8. Price structure/fees;
9. Experience with State and Federal authorities for school facility projects.

### B. Method of Selection

The District **may** conduct interviews with the most qualified consultants that submit responses that are responsive to this RFQ. The District will evaluate consultants on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evidenced in their responses and/or interviews. The District **may** negotiate the proposed fees for construction contract inspection services to arrive at a fee that is fair and reasonable for both parties.

## 8. Special Conditions

**Public Record** - All statement of qualifications submitted in response to the RFQ become the property of the Districts' public records and as such, might be subject to public review.

**Non-Discrimination** – The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

**Drug-Free Policy and Fingerprinting** – The selected Project Inspection Consultant shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall be required to complete a Drug-Free workplace certificate.

**Costs** – Costs of preparing a statement of qualifications in response to this RFQ are solely the responsibility of the responding parties.

**Limitations** – This RFQ does not commit District to award a contract, to defray any costs incurred in the preparation of a statement of qualifications pursuant to this RFQ, or to procure or contract for

work. The District reserves the right to waive any irregularities in the responses received pursuant to this RFQ, or in the process outlined herein for selection of a contractor for the Project.

**Termination** – In any contract entered into between the District and contractor, District shall retain the right to terminate the contract for inadequate performance. The District shall also retain the right to terminate the contract in the event it does not obtain funding from the Grant Program.

**ATTACHMENT A**

**FORM OF AGREEMENT FOR CONSTRUCTION CONTRACT INSPECTION SERVICES**



## AGREEMENT FOR CONSTRUCTION CONTRACT INSPECTION SERVICES

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective \_\_\_\_\_, 2024 by and between the Central Union School District (“District”) and \_\_\_\_\_ (“Inspector”), with respect to the following recitals:

- A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the renovation, modernization, and expansion of R.J. Neutra Elementary School (“the Project”), which requires ongoing inspection.
- B. Inspector is an independent contractor engaged in a business separate from that of District and competent to perform the construction contract inspection services contemplated by this Agreement.
- C. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as an Inspector of Record (Project Inspector) and has or can obtain the approval of the California Division of the State Architect of Record (“DSA”) to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.
- D. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. **Inspection Services.** Inspector agrees to provide the services described in this Agreement in a professional and competent manner and in accordance with the terms of this Agreement.
2. **Term of Agreement and Payment.** The term of this Agreement shall through final completion of the Project work and all applicable warranty periods, which includes completion of all Project financial transactions (i.e., all progress and final payments, release of retention, change orders and any claims). Notwithstanding the foregoing, this Agreement is contingent upon District’s approval and receipt of funding from the Department of Defense. If District does not receive such funding, this Agreement is null and void and District will have no obligations to the Inspector.

Payment of Inspector shall be as set forth in Exhibit A for services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the Construction Manager on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the Construction Manager. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws.

3. **DSA Approval.** Inspector acknowledges that District is required to obtain the approval of DSA prior to using Inspector’s services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.
4. **Duties and Conduct of the Inspector.** The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project (“Contractor”) are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project (“the Contract Documents”). The Inspector shall keep the Contractor informed during the work of the results of Inspector’s inspections and

shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties.

a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.

b. Observe, check and measure items used in the Project for compliance with the Contract Documents and technical instructions from the Architect of Record.

c. Maintain a daily report/log describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the Contractor's activities each day.

d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to the Construction Manager and the Architect of Record laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Inspector shall maintain a daily log of inspection by testing lab.

e. Make sure that the required record drawings are accurately marked up as required.

f. Report to the Construction Manager and the Architect of Record verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Assist the Construction Manager and the Architect of Record in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District and as defined in the California Education Code, California Building Code, Title 24, and the California Code of Regulations, Title 21.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

j. Maintain an effective working relationship with the Contractor, Architect of Record, Construct Manager, and District personnel.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the Construction Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.

n. Attempt to foresee the need for all required tests and inspections.

o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of Record of the results of the tests

and inspections, and record Architect of Record's approval or rejection.

p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect of Record.

q. Ensure that Architect of Record's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.

r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.

s. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of Record of their readiness for examination, record Architect of Record's approval or rejection; and maintain custody of approved samples.

t. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition.

u. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.

v. Upon District's request, comply with any fingerprinting or related requirement.

w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents before signing off any block or section of a DSA inspection card, (c) notifying DSA when work proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect of Record, Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

x. Inspector shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Inspector's performance of or failure to perform its duties under this Agreement.

y. Inspector shall conduct all such services in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, the Americans with Disabilities Act ("ADA"), Federal Code of Regulations ("CFR") including but not limited to Title 2, Part 200, and 2 CFR Part 1103, the Department of Defense's Interim Implementation of OMB's 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and California law, as applicable.

**5. Restrictions on the Inspector's Authority.** In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the Contractor's field superintendent;
- d. Expedite the job for the Contractor;

- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;
- h. Interfere in Contractor/Subcontractor relationships.

6. **Independent Contractor Status.** Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. Inspector is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of District's business. Inspector is free from the control and direction of District in connection with the performance of the work. In providing the services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, all contractors, and the Architect of Record. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect of Record or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect of Record or the Inspector which does not otherwise exist.

7. **Indemnity.** Inspector shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Inspector's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

8. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the appropriate State and Federal tax authorities as required.

9. **Insurance.** The Inspector shall purchase and maintain insurance that will protect the Inspector from the claims set forth below that may arise out of or result from the Inspector's performance of services or failure to perform services required by this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person;
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or

- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

**The Inspector’s comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:**

**Comprehensive General Liability**

Personal Injury:	Property Damage:
\$1,000,000.00 Each Occurrence	\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate	\$2,000,000.00 Aggregate

**Comprehensive Automobile Liability**

Bodily Injury:	Property Damage:
\$1,000,000.00 Each Person	\$1,000,000.00 Each Occurrence
\$1,000,000.00 Each Occurrence	

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000.00).

**10. Termination of Agreement.**

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.

b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform its duties or for any material breach under this Agreement.

c. In the event of termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

**11. Successors and Assigns.** The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector shall assign or transfer any interest in this Agreement without the written consent of the other.

**12. Notices.** All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Inspector: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

District: Central Union School District  
Attn: Thomas Addington, Superintendent  
15783 18th Avenue,  
Lemoore, CA 93245

13. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Kings subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

14. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

15. **Amendment.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

16. **Compliance with Law.** While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations. Inspector understands and acknowledges that the Project is being funded through the U.S. Department of Defense Public Schools on Military Installations Program ("Grant Program") and that, as a result, the Project is subject to applicable Federal law. Inspector agrees to comply with all such requirements, including but not limited to the requirements set forth in this Section.

a. Terms and Conditions of Grant Program. Inspector represents and warrants that it will take all steps necessary to comply with the U.S. Department of Defense Office of Economic Adjustment General Assistance Agreement Terms and Conditions April 2016 ("Terms and Conditions"), attached hereto as Exhibit "B" and incorporated herein by this reference, and will assist District in ensuring compliance with such Terms and Conditions. Inspector shall comply with the Terms and Conditions as though it were a party to such Terms and Conditions.

b. Equal Employment Opportunity. Inspector agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), the terms of which are incorporated by reference as though set forth in full herein.

c. Davis-Bacon Act. Inspector agrees to comply with and be bound by, and assist District in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148.) Pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), Inspector is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contract Work Hours and Safety Standards Act. Inspector agrees to comply with and be bound by, and assist District in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704.) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. Inspector agrees to comply with and be bound by, and assist District in ensuring compliance with, CFR, Title 37, Part 401, the provisions of which are incorporated herein by this reference, as applicable.

f. Clean Air Act and Federal Water Pollution Control Act. Inspector agrees to comply with and be bound by, and assist District in ensuring compliance with, all applicable standards, orders, and regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

g. Debarment and Suspension. Inspector represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Inspector agrees to comply with and be bound by, and assist District in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

h. Byrd Anti-Lobbying Amendment. Inspector agrees to comply with and be bound by, and assist District in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Inspector shall file the declaration and certification required by 31 U.S.C. § 1352(b).

i. Procurement of Recovered Materials. Inspector agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.322, as applicable.

j. Base Clearance. Inspector understands and acknowledges that the Project will be constructed on the Lemoore Naval Air Station, and that parties entering such Naval Station are required to obtain prior clearance from the Federal government. Inspector agrees to diligently take all steps necessary or appropriate to obtaining such clearance. In the event that Inspector is not able to obtain such clearance, this Agreement shall terminate without any liability to District whatsoever.

k. Reporting Requirements. As required by 32 CFR 33.36(i)(7), Inspector is hereby notified of the reporting requirements and regulations contained in 32 CFR Sections 33.40-33.44, the terms of which are incorporated by this reference as though set forth in full herein. Inspector agrees to comply with and be bound by, as applicable, and assist District in ensuring compliance with, said requirements.

l. Patent Rights. As required by 32 CFR 33.36(i)(8), Inspector shall comply with and be bound by, as applicable, and assist District in ensuring compliance with, all Federal requirements and regulations pertaining to the patent rights with respect to any discovery or invention which arises or is developed in the course of this Agreement or the Project.

m. Copyrights and Rights in Data. As required by 32 CFR 33.36(i)(9), Inspector shall comply with and be bound by, as applicable, and assist District in ensuring compliance with, all Federal requirements and regulations pertaining to copyrights and rights in data.

n. Access to Books and Records. As required by 32 CFR 33.36(i)(10) and (11), Inspector agrees to comply with and be bound by, as applicable, and assist District in ensuring compliance with, the retention and access requirements set forth in 32 CFR section 33.42. Inspector shall take all steps necessary to assist District with ensuring access by the Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Inspector will also take all steps necessary to assist District with ensuring that all required records are retained for at least three years after District makes final payment and all other pending matters are closed.

o. Energy Policy and Conservation Act. As required by 32 CFR 33.36(i)(13), Inspector agrees to comply with and be bound by, and assist District in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

17. **Requests**. Inspector agrees to timely and properly complete all reports requested by the Construction Manager or the Architect of Record or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

18. **Counterparts**. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

19. **Interpretation**. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. Each and every provision of law required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Agreement shall be amended in writing to make such insertion or correction.

20. **Work Records**. All documents, daily logs, and any other written work product generated by Inspector shall be deemed to be the sole and exclusive property of District.

21. **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

22. **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon the Inspector and the District and their respective successors and assigns.

23. **Board Approval**. This Agreement confers no legal rights until it is approved or ratified by the District's Governing Board at a lawfully conducted public meeting.

24. **Warranty of Authority**. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated Party and that such execution shall bind the



designated Party to the terms of this Agreement.

INSPECTOR:

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

CENTRAL UNION SCHOOL DISTRICT:

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