

**AGREEMENT FOR  
PROJECT INSPECTION SERVICES  
BY AND BETWEEN  
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT  
AND  
PATMOS ENGINEERING & INSPECTION CORPORATION**

This Agreement for Project Inspection Services (“**Agreement**”) is made and entered into as of **March 20, 2024** by and between **Livermore Valley Joint Unified School District** (“**District**”) and **Patmos Engineering & Inspection Corporation** (“**Inspector**” or “**Consultant**”) (individually a “**Party**” or collectively the “**Parties**”).

**RECITALS**

**WHEREAS**, District intends to award contracts to construction contractor(s) to perform work (“**Construction Work**” or “**Work**”) at (“**Site**”):

- Leo R. Croce Elementary School – 5650 Scenic Ave, Livermore, CA 94551
- Arroyo Seco Elementary School – 5280 Irene Way, Livermore, CA 94550
- Rancho Las Positas Elementary School – 401 E. Jack London Blvd., Livermore, CA 94551
- Granada High School – 400 Wall St., Livermore, CA 94550
- Livermore High School – 600 Maple St., Livermore, CA 94550

**WHEREAS**, District has retained the services of the following Architects:

- HY Architects Inc., for the HVAC Upgrade Projects at:
  - Leo R. Croce Elementary School
  - Arroyo Seco Elementary School
  - Rancho Las Positas Elementary School
  - Granada High School
- HED for the HVAC Upgrade Project at:
  - Livermore High School

as the architect(s) and/or design professional(s) of the Construction Work (“**Architect(s)**”); and

**WHEREAS**, the Construction Work shall be performed pursuant to District-approved plans, drawings, specifications, rules, regulations, and statutes applicable to school construction and other contract documents (“**Contract Documents**”); and

**WHEREAS**, District requires the services of a Division of the State Architect (“**DSA**”) approved project inspector during the Construction Work; and

**WHEREAS**, pursuant to Education Code section 17311, District shall provide for and require competent, adequate, and continuous inspection during construction or alteration by an inspector satisfactory to the Architect or structural engineer and the Department of General Services; and

**WHEREAS**, Inspector warrants and represents that Inspector is competent to perform the duties and responsibilities required by this Agreement, and by applicable laws and regulations, for the inspection of Construction Work at the Site (“**Project**”).

**AGREEMENT**

**NOW, THEREFORE**, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

**1. Services.**

1.1. Inspector shall, as requested by District, act as the project inspector for the Project. Inspector shall observe construction operations to ensure that the Project is constructed and completed in strict conformity with all applicable laws and regulations and the Contract Documents ("**Services**"). The Services include project inspection services for each component as listed below.

1.2. Any one component or combination of components may be changed, or terminated, in the same manner as the Services, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Inspector shall invoice for each component separately and District shall compensate Inspector for each component separately on a proportionate basis based on the level and scope of work completed for each component.

1.3. The estimated approximate hard construction cost for this project is: **\$5,426,673.00**

**2. Term.** The term of this Agreement shall be the period of construction of the Project and shall terminate when the District has determined the Project is complete and DSA has certified and closed-out the Project ("**Term**"), unless terminated or otherwise cancelled.

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

- Signed Agreement
- Insurance Certificates and Endorsements
- (3 Certifications): Fingerprinting/Criminal Background Investigation Certification; Iran Contracting Act Certification; Russian Sanctions Certification
- Exhibit A: W-9 Form, IR A-7, IR A-8, IR A-13 Forms

4. **Compensation.** Inspector’s fee for the performance of Services at the above Sites shall be as follows:

<b>Project</b>	<b>Per Hour (\$)</b>	<b>Per Month (\$)</b>	<b>Total Maximum Not to Exceed (\$)</b>
01-120572 Leo R. Croce Elementary School HVAC Replacement Project	\$130.00	\$5,200.00	\$15,600.00
01-120571 Arroyo Seco Elementary School HVAC Replacement Project	\$130.00	\$1,950.00	\$5,850.00
01-120574 Rancho Las Positas Elementary School HVAC Replacement Project	\$130.00	\$3,900.00	\$11,700.00
01-120573 Granada High School HVAC Replacement Project	\$130.00	\$5,200.00	\$15,600.00
01-120089 Livermore High School Building A & B Mechanical Upgrade Project	\$130.00	\$5,850.00	\$17,550.00
<b>DISTRICT CONTROLLED CONTINGENCY</b>			\$6,630.00
<b>TOTAL</b>			\$72,930.00

- 4.1. The Inspector shall submit a monthly itemized statement of Service charges and expenses to the District for the preceding month. If Inspector performs Services for more than one Site, Inspector shall prepare a separate, itemized statement for each Site. The itemized statement shall reflect the hours spent by the Inspector in performing its Services on each task, and, if applicable, the statements shall reflect expenses and materials. The invoices shall contain a sufficiently detailed description of any task performed by Inspector. The itemized statement shall show the days and hours worked each workday Inspector performs Services for the previous month. District will permit a two (2) month grace period beyond this time for the Inspector to submit its invoice for a particular month’s work (i.e., a total of three (3) months for Inspector to submit an invoice for a particular month’s work). No amounts shall be due or owing to the Inspector if it fails to submit an invoice to the District at or before the end of that grace period.
- 4.1.1. To substantiate Inspector’s hourly performance of the Services, Inspector must set forth (i) the date, (ii) location of the Services (iii) amount of time spent on each task performed that day, (iv) a sufficiently-detailed description of the Services for the task, and (v) the day’s total number of hours. Merely stating the date and total number of hours worked shall be deemed insufficient.
- 4.2. Payment of all undisputed amounts will be due within thirty (30) days of receipt of Inspector’s invoice and after District’s written approval of the Services performed.
- 4.3. The daily job log referred to herein shall detail the time spent by Inspector in the performance of Services pursuant to this Agreement.
- 4.4. Inspector shall provide to District on a timely basis and to not cause a delay in DSA’s approval of the Project, all verified report(s) for all scope(s) of Work and all other required Project documents if not already completed and provided to District. District shall retain five percent (5%) of Inspector’s Fee or Ten Thousand Dollars (\$10,000), whichever is greater, until Inspector has filed all required verified report(s) and other Project Documents.

4.5. If requested by District, Inspector shall provide additional or extended Services for the Project as may be necessary because of changed conditions including, without limitation, conditions made necessary by Work damaged by fire or other Acts of God during construction or prolongation of the initial construction contract time beyond the construction contract time schedule. Those additional or extended Services shall be as agreed to by District and shall be based on rates at or below the hourly, daily, weekly, or monthly rates as indicated here:

**Maximum Rate for Additional or Extended Services**

Hourly	\$130.00 /Hour
Monthly	\$22,100.00 /Month

5. **Expenses.** District shall not be liable to Inspector for any costs or expenses paid or incurred by Inspector in performing Services, except for those set forth below. Inspector agrees that travel may be required, at Inspector’s expense. These travel expenses are not reimbursable.

5.1. Not applicable

6. **Materials.** Inspector shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

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

8. **Inspector’s and Subconsultant Registration and Compliance.**

8.1. Inspector acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Inspector shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Inspector represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.

8.2. Labor Code section 1771.1(a) states the following:

8.2.1. “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

8.3. Inspector shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.

- 8.4. Inspector shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
- 8.5. Inspector shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
9. **Designated Representatives.** Inspector shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by District for the design, coordination or management of other work related to the Project.
10. **Performance of Services.**
- 10.1. **Standard of Care.**
- 10.1.1. Inspector represents that Inspector has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of District. Inspector's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Inspector's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 10.1.2. Inspector hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 10.1.3. Inspector shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Inspector understands that District relies upon such professional quality, accuracy, completeness, and coordination by Inspector in performing the Services.
- 10.1.4. Inspector shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 10.2. **Meetings.** Inspector agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
- 10.3. **District Approval.**
- 10.3.1. District has the right to inspect and supervise to secure satisfactory completion of the Services.
- 10.3.2. Prior to any documents being made public, Inspector shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.
- 10.4. **Inspector's Authority.**
- 10.4.1. **Full-Time Inspector under Direction of Architect.** Inspector shall act as the Project inspector on a full-time, continuous basis, including during off hours, and weekend hours as deemed necessary by Inspector, the Architect and/or District. Inspector shall act under the direction of the Architect and shall be responsible to the Department of General Services, Division of the State Architect for enforcement of the Project plans and specifications.
- 10.4.2. **Authority to Reject or Stop Construction Work.** Inspector shall not have the authority to direct a contractor in the execution of the Construction Work nor to stop work on the Project. However, if

Inspector observes Construction Work being performed in deviation from the approved plans, specifications, or change orders or in violation of any local, state or federal statute, Inspector shall, if such deviation or violation is not immediately corrected by contractor when brought to the attention of contractor, direct the contractor in writing, while simultaneously notifying the Architect, and District, to cease installation of that nonconforming portion of Construction Work, pending further decision by Architect and District, and shall in all cases, make a written record of the event. Any work stoppage directed by Inspector shall be in compliance with DSA requirements, including as indicated in DSA IR A-13, attached hereto in **Exhibit A**. Inspector shall deliver copies of the written record to District within twenty-four (24) hours of the event.

- 10.4.3. **Conflict of Interest.** Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. 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. Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.
- 10.5. **On-Site Presence.** Inspector shall be physically present at the Site at all times necessary for performance of its duties as project inspector. Inspector shall have personal knowledge of the Construction Work at all stages. Inspector shall accompany the Architect, District, the construction manager, or other consultants when any of them are observing the Construction Work. Inspector shall be physically present for all concrete work and masonry work.
- 10.6. **Inspector's General Obligations, Duties, and Responsibilities.** Inspector shall completely and timely inspect all portions of the Construction Work as it progresses.
  - 10.6.1. Inspector shall endeavor to guard District and the State of California ("**State**") against apparent defects and deficiencies in the Construction Work and shall act on behalf of District to see that the Construction Work is executed and completed in a timely manner in accordance with the Contract Documents and applicable laws and regulations.
  - 10.6.2. Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. Inspector shall consult the Architect to resolve any uncertainties in Inspector's comprehension of the plans and specifications. 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.
  - 10.6.3. Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.
  - 10.6.4. Inspector shall verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. 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.
  - 10.6.5. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the most recent versions of the following forms, attached hereto in **Exhibit A**:
    - 10.6.5.1. Form DSA IR A-7, Project Inspector: Certification and Approval.

10.6.5.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance.

10.6.5.3. Form DSA IR A-13, Stop Work and Order to Comply.

10.6.6. Inspector shall not authorize deviations from the Contract Documents.

10.6.7. Inspector shall obtain authorization to access DSAbox and submit all communications and documents through DSAbox.

10.7. **Inspector Maintenance of Records, Job File, and Building Codes.**

10.7.1. **Inspection Records.** Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("**Inspection Records**"). The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:

10.7.1.1. **Record of Inspection on Plans.** A systematic record of the inspection of all Construction Work required by the Construction Documents. 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.

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

10.7.1.3. **Deviations and Resolution of Deviations.** The resolution of reported deviations.

10.7.1.4. **Daily Job Log.** Daily job log of Inspector's time spent, areas and scopes inspected, and tasks performed on the Site.

10.8. **Job File.** Inspector shall maintain a record of his/her attendance at the Site and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of District.

10.8.1. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with District and shall be kept in an order as directed by District (e.g., by date or type of transaction).

10.8.2. Inspector shall assist District staff in preparing quarterly progress reports to the governing board of District.

10.8.3. In addition, Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

10.8.3.1. All Inspection Records.

10.8.3.2. Job memo file.

10.8.3.3. Site conference file.

10.8.3.4. Progress reports.

10.8.3.5. Test and Inspection List (Form DSA-103-1 (Revised 01-01-12)).

10.8.3.6. Correspondence file, including, without limitation, all correspondence from/to Architect, construction contractor(s), District, and DSA.

10.8.3.7. Complete change order file.

10.8.3.8. All Addenda.

10.8.3.9. All deferred approval documents.

10.8.3.10. Complete shop drawings, samples, and submittal file.

10.8.3.11. All Contract Documents including, without limitation, the approved plans and specifications.

10.8.4. All records and documents kept by Inspector shall be and remain the property of District.

10.9. **Building Codes.** In addition to the above documents, Inspector shall keep at the 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:

10.9.1. Title 24, Part 1 (Administrative Code).

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

10.9.3. Title 24, Part 3 (Electrical Code).

10.9.4. Title 24, Part 4 (Mechanical Code).

10.9.5. Title 24, Part 5 (Plumbing Code).

10.9.6. Title 24, Part 6 (Energy Code).

10.10. **Communications, Reporting, and Notifications.** Inspector shall provide all of the following electronically (e.g., via email) when permissible by DSA, but shall ensure delivery to all recipients (e.g., the Contractor(s)) in hard copy manually if requested by any recipient.

10.10.1. **DSA Notification.** Inspector shall notify DSA:

10.10.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at the Site.

10.10.1.2. At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.

10.10.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at the Site.

10.10.1.4. When Construction Work has been suspended for a period of more than two (2) weeks.

10.10.2. **Notification of District and Architect.** Inspector shall immediately report to District, the Architect, and the construction manager 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. Inspector shall inform District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms Inspector has related to the Project or the Contract Documents. Inspector shall advise District of needed inspections related to the status of the Construction Work, and District shall provide the schedule of Construction Work to Inspector so that both Parties arrange timely inspections.

10.10.3. **Deviation Notification of Contractor(s).** Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. If the contractor does not immediately correct the deviation upon the verbal notice, then copies of the written notice shall be forwarded immediately to District, the Architect, the construction manager, and DSA. Inspector shall document all resolutions of reported deviations and make them part of the Inspection Records.



- 10.10.4. **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through Inspector, including the contractor's uncertainties regarding the Construction Documents. Inspector shall document these inquiries and immediately forward them to the Architect for response.
- 10.10.5. **Construction Manager.** Inspector shall also work with the construction manager if District uses a construction manager on any portion of the Project. If District does not use a construction manager on the Project, then all references to a construction manager herein shall mean District.
- 10.11. **Inspector Responsibilities for Forms and Reports.**
- 10.11.1. **Semi-Monthly Reports.** Inspector shall submit semi-monthly reports on the 1<sup>st</sup> and the 15<sup>th</sup> of each month to District, the Architect, and DSA.
- 10.11.2. **Verified Reports.** Inspector shall submit verified reports at the following times that will include notification of outstanding deviations:
- 10.11.2.1. Work on the Project is suspended for a period of more than one (1) month.
  - 10.11.2.2. Inspector is terminated for any reason.
  - 10.11.2.3. DSA requests a verified report.
  - 10.11.2.4. If District occupies any building on the Site.
  - 10.11.2.5. When the Construction Work is complete.
- 10.11.3. Each verified report shall be on Form DSA-6, or more current form, and shall clearly describe all non-compliant Construction Work including change order work that is pending DSA approval. Each verified report shall state that Inspector knows of his/her personal knowledge that the Construction Work has, in every material respect, been performed in compliance with the Construction Documents. Inspector shall declare under penalty of perjury that all information indicated on the report is true.
- 10.12. **All Other Reports.** In addition, 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 District. Inspector shall prepare and forward to District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.
- 10.13. **Inspector Responsibilities for Laboratory Structural Tests.** Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing and shall be responsible for the sequential progress of the Project related to the test lab reports.
- 10.14. **Inspector Responsibilities at Beginning of Occupancy.** Inspector shall observe District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.
- 10.15. **Compliance with DSA Inspection Card Process.** Inspector shall perform any service or work required to comply with DSA's inspection card process that establishes specific construction milestones that must be approved by Inspector before contractor(s) can start subsequent work on a project.
- 10.16. **Facilities/Equipment.** District shall provide for Inspector's operational needs, such as office supplies, telephone, and fax machine.

- 10.17. **Inspector Certification.** Inspector shall provide District a copy of documents satisfactory to District certifying that Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. Inspector shall also provide any other documents or certification requested by District. Inspector shall initiate and provide District with Form DSA-5, or more current qualification/certification form.
- 10.18. **Substitute Inspector and/or Assistant Inspector.** Inspector shall provide the Services throughout the Term and shall not delegate its duties without the full knowledge and prior written consent of District. In the event of Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, Inspector, at no cost to District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to 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. Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
- 10.19. **Other Jobs Outside of the Project.** Inspector shall be required to work full-time on the Project and shall not work on or be under contract for another project without prior written approval from District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.
- 10.19.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as Inspector for District and shall be on constant duty at the Site as described in this Agreement.
- 10.19.2. Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.

11. **Information.** To the extent applicable, Inspector shall obtain information from District as follows:

- 11.1. **Furnished by District.** Upon request by Inspector, District shall furnish Inspector any information and documents readily available to District that Inspector determines may be of use to Inspector in the performance of the Services. District shall rely upon Inspector to determine which information and documents may be of use to Inspector in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by District. Inspector shall determine if it is appropriate to rely on District furnished information or documents. Inspector shall determine if clarification, additional information, or additional data is needed.
- 11.2. **Furnished by Others.** Inspector is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Inspector shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Inspector shall determine if clarification, additional information, or additional data is needed.

12. **Originality of Services.** Except as to standard generic details, Inspector agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Inspector and shall not be copied in whole or in part from any other source, except that submitted to Inspector by District as a basis for such services.

13. **Copyright/Trademark/Patent.** Inspector understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District. Inspector consents to use of Inspector's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

14. **Audit.** Inspector shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of broker transacted under this Agreement. Inspector shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Inspector shall permit 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 District shall give reasonable prior notice to Inspector and shall conduct audit(s) during Inspector's normal business hours, unless Inspector otherwise consents. If the Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

15. **Termination.**

- 15.1. **Job Completion.** Unless previously terminated or otherwise cancelled, this Agreement shall terminate when the notice of completion for the Project is recorded with the County recorder.
- 15.2. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Inspector only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Inspector. Notice shall be deemed given when received by Inspector or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 15.3. **Without Cause by Inspector.** Inspector may not terminate this Agreement without cause.
- 15.4. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 15.4.1. Material violation of this Agreement by Inspector; or
  - 15.4.2. Any act by Inspector exposing District to liability to others for personal injury or property damage; or
  - 15.4.3. Inspector is adjudged a bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector's insolvency.
- 15.5. 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, District may secure the Services from another project inspector. If the expense, fees, and/or costs to District exceeds the cost of providing the Services pursuant to this Agreement, Inspector shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 15.6. **With Cause by Inspector.** Inspector may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:
  - 15.6.1. Material violation of this Agreement by District, or
  - 15.6.2. Failure of District to timely pay undisputed Inspector invoices.

- 15.7. Written notice by Inspector shall contain the reasons for such intention to terminate and unless within thirty (30) 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 thirty (30) calendar days cease and terminate. During the thirty (30) calendar days Inspector shall continue providing Services to District until the Agreement ceases and terminates. In the event of this termination, District may secure the Services from another Inspector.
- 15.8. **Documentation upon Termination.** Upon termination, Inspector shall provide District with all documents produced maintained or collected by Inspector pursuant to this Agreement, whether or not such documents are final or draft documents.
16. **Indemnification.** To the furthest extent permitted by California law, Inspector shall defend, indemnify, and hold free and harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“**Claim(s)**”), but only to the extent that the Claim(s) arise out of, pertain to or relate to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Inspector, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.
17. **Insurance.**
- 17.1. The Inspector shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 17.1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 17.1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 17.1.3. **Workers' Compensation Liability.** For all Inspector’s employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Inspector shall keep in full force and effect, a Workers’ Compensation policy. That policy shall provide employers’ liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. Inspector shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 17.1.4. **Employment Practices Liability.** For all Inspector’s employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Inspector shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers’ liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. Inspector shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, Inspectors, trustees, and volunteers.
- 17.1.5. ~~Sexual Molestation and Abuse Liability Insurance. One million dollars (\$1,000,000) per incident. Inspector shall procure and maintain, during the life of this Agreement, sexual molestation and abuse insurance. Inspector shall require its Inspectors to procure and maintain sexual molestation and abuse insurance for all employees of Inspectors. Any class of employee or employees not covered by a Inspector’s insurance shall be covered by Inspector’s insurance. If any class of employee or employees engaged in Services under the Agreement, on or at the Site of the Project,~~

~~are not covered under the sexual molestation and abuse insurance, Inspector shall provide, or shall cause a Inspector to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.~~

17.1.6. **Professional Liability.** This insurance shall cover the prime design professional and design professional's liability arising from the services of Inspector with a minimum of one million dollars (\$1,000,000) per claim limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. This policy can be on a claims-made basis.

17.2. **Proof of Carriage of Insurance.** Inspector shall not commence any work under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

17.2.1. 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 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."

17.2.2. 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.

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

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

17.3. **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.

18. **Assignment.** The obligations and liabilities of Inspector pursuant to this Agreement shall not be assigned voluntarily by Inspector nor assigned by operation of law, without express written consent of District.

19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

20. **Compliance with Laws.**

20.1. **Generally.** Inspector shall observe and comply with all rules and regulations of the governing board of District and all federal, state, local laws, ordinances, and regulations. Inspector shall give all notices required by any law, ordinance, rule, and regulation bearing on the Services indicated or specified. If Inspector observes that any of the Work required by this Agreement is at variance with any such laws, ordinances, rules or regulations, Inspector shall notify District, in writing, and, at the sole option of District, any necessary changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Inspector receipt of a written termination notice from District. If Inspector performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying District of the violation, Inspector shall bear all costs arising therefrom.

- 20.2. **Compliance with Applicable Laws.** Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.
- 20.2.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
  - 20.2.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
  - 20.2.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
  - 20.2.4. Education Code of the State of California.
  - 20.2.5. Industrial Accident Commission's Safety Orders, State of California.
  - 20.2.6. National Electrical Safety Code, U. S. Department of Commerce.
  - 20.2.7. National Board of Fire Underwriters' Regulations.
  - 20.2.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.
- 20.3. Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("**Prevailing Wage Laws**"). Since Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.
21. **Certificates/Permits/Licenses.** Inspector and all Inspector's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by DSA and by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Inspector shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
22. **Anti-Discrimination.** It is the policy of 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 Inspector agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Inspector and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Inspector or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, Inspector agrees to require like compliance by all its subcontractor(s).
23. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, Inspector must submit, upon request by District, appropriate documentation to District identifying the steps Inspector has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

24. **Interaction with the Media and Public.** Inspector shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Inspector receives a complaint from a citizen or the community, Inspector shall promptly inform District about the complaint.
25. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Inspector agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Inspector may be reported to the Internal Revenue Service.
26. **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.
27. **District's Evaluation of Inspector and Inspector's Employees and/or Subcontractors.** District may evaluate Inspector in any manner which is permissible under the law. District's evaluation may include, without limitation:
- 27.1. Requesting that District employee(s) evaluate Inspector and Inspector's employees and subcontractors and each of their performance.
- 27.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).
28. **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.
29. **Disputes.** All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.
30. **Confidentiality.** Inspector and all personnel designated by Inspector to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing any work pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the effective termination date of the Agreement.
31. **Employment with Public Agency.** Inspector, if an employee of another public agency, agrees that Inspector will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
32. **Notice.** Notices and communications between the Parties may be sent to the following addresses:
- |  |  |
|--|--|
| <p><b><u>District:</u></b><br/> <b>Livermore Valley Joint Unified School District</b><br/>         685 E. Jack London Blvd.<br/>         Livermore, CA 94551<br/>         Attn: Kim McNeely, Bond Program Director<br/>         Email: KMcNeely@lvjUSD.org</p> | <p><b><u>Inspector:</u></b><br/> <b>Patmos Engineering &amp; Inspection Corporation</b><br/>         2853 Quarryhill Ave, Unit 4<br/>         Livermore, CA 94551<br/>         Attn: Kamel Tadros, President<br/>         Email: KamelTadros@gmail.com</p> |
|--|--|
33. Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

34. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties for the Services 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.
35. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and 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 District's administrative offices are located. Inspector waives any claim or right to remove an action on this Agreement to federal court.
36. **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.
37. **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.
38. **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.
39. **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, expert fees, court costs and attorney's fees.
40. **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.
41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
42. **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 represents s(he) has been properly authorized and empowered to enter into this Agreement.
43. **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.
44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
45. **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 herein.



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

**Livermore Valley Joint Unified School District**

**Patmos Engineering & Inspection Corporation**

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

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

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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**Information regarding Inspector:**

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

\_\_\_\_\_  
Employer Identification and/or Social Security  
Number

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other: \_\_\_\_\_

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

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

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

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

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

**Megan's Law (Sex Offenders)**. I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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

Date: \_\_\_\_\_  
Name of Inspector or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Inspector shall complete **ONLY ONE** of the following three paragraphs.

- 1. Inspector's total Fee is less than one million dollars (\$1,000,000).  
**OR**
- 2. Inspector's total Fee is one million dollars (\$1,000,000) or more, but Inspector is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Inspector is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.  
**OR**
- 3. Inspector's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Inspector to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Inspector to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Inspector: \_\_\_\_\_

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

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

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

**RUSSIAN SANCTIONS CERTIFICATION**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Inspector, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, you must also provide a written response to the District, in addition to this certification, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I certify that I am duly authorized to legally bind the Inspector to this certification, and I certify that the Inspector is compliant with the Federal Order and the State Order.

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

Proper Name of Inspector: \_\_\_\_\_

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

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

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

**EXHIBIT A**

**DSA FORMS**

See following pages for:

W-9

IR A-7

IR A-8

IR A-13