

AMENDMENT NO. OO1

THIS AMENDMENT to AGREEMENT NO. LCF 18/19-17 is made this **9th** day of **March** in the year **2021**, between **Premier Inspection Services**, hereinafter referred to as "**PROJECT INSPECTOR**", and the **LA CAÑADA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "**DISTRICT**".

WITNESSETH

1. The PROJECT INSPECTOR and DISTRICT do mutually agree as follows:

To amend that certain AGREEMENT dated April 16, 2019, for inspection services for various projects throughout the District. Amend the AGREEMENT to include the following:

The term of the Agreement is for three years with option for the District to renew agreement for additional two years. The District is set to begin construction on several projects at Palm Crest for which inspection services would be required to comply with the Division of State Architect's requirement for project oversight and inspections, and other building code requirement. The duration of construction of these projects must coincide with the term of the Agreement for inspections. This Amendment would ensure that there is no gap in services.

This Amendment extends the term of the Agreement for two years until April 15, 2024. The Agreement is a Time-and-Materials with compensation based on hourly rate for inspector classifications with annual adjustment in accordance with Paragraph 6 of the Agreement. The Maximum Contract Amount is increased from \$250,000 to \$650,000.

2. Except as amended herein, the terms and conditions of original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the DISTRICT and the PROJECT INSPECTOR have executed this Amendment to the original Agreement.

**PREMIER INSPECTION SERVICES.**

**LA CAÑADA UNIFIED SCHOOL DISTRICT**

By  \_\_\_\_\_

By \_\_\_\_\_

Name: Shelby Parsons, COO

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

**AGREEMENT FOR PROJECT  
INSPECTION SERVICES  
Contract No. LCF 18/19-17**

THIS AGREEMENT FOR PROJECT INSPECTION SERVICES (the "Agreement"), is made and entered into on April 16, 2019, by and between the LA CAÑADA UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, CALIFORNIA, hereinafter referred to as "District", and PREMIER INSPECTION SERVICES, hereinafter referred to as "Project Inspector".

**RECITALS:**

A. It is the desire of the Governing Board of the District to contract with PREMIER INSPECTION SERVICES to furnish project inspection services on an as needed basis in connection with the various projects (the "Project") particularly described in the Construction Documents prepared by professional architects and engineers ("Construction Contract"), For purposes of this Agreement, the Project shall include all miscellaneous work related thereto or reasonably inferable from any of the "Contract Documents" defined in the particular Construction Contract.

B. The District desires to retain the Project Inspector upon the terms and conditions hereinafter set forth, and the Project Inspector desires to accept said retention and will agree to perform the services hereinafter mentioned, upon said terms and conditions.

NOW THEREFORE for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. The term of this Agreement shall be for three (3) years with options to renew at the District discretion for another two (2) years. The inspector shall be assigned on as needed basis to specific project. Once an inspector has been assigned, the inspector shall remain for the duration of the Project or the Project is fully completed or permanently abandoned by the District unless he is terminated by the District with the concurrence of the Division of the State Architect. This Agreement does not guarantee that the Project Inspector would be assigned a specific project. The District and Architect shall evaluate the qualifications of individual inspectors and shall make assignment based on individual qualifications, experience, project needs and other relevant information. There is no implied guarantee of work or minimum guarantee of work associated with this Agreement.

2. The Project Inspector shall, on behalf of the State of California and the District, furnish all required inspections necessary to complete the Project and perform all miscellaneous related work as assigned by the State of California Division of the State Architect (the "DSA") or the District (collectively, the "Services").

3. The Project Inspector shall provide all reports, certificates, drawings and other items and documentation required by the District, by law or by any of the Contract Documents in connection with the Project. Certain of such required reports, certificates and drawings are set forth on Exhibit "A" "**CONTRACT DUTIES OF PROJECT INSPECTOR**" for the Project Inspector's convenience; provided that, the Addendum shall not relieve the Project Inspector of the obligation to follow DSA procedures related to the construction oversight process, and to review the Contract Documents prior to executing this Agreement or of any of the terms, provisions or requirements of such Contract Documents, as the same may apply to the Project Inspector's services hereunder. The Contract Documents are hereby incorporated herein by this reference.

4. Project Inspector shall provide a monthly invoice to the District, which invoice shall itemize the work completed by the Project Inspector on the assigned project during the pay period, each day (or portion thereof) billed by the Project Inspector, name of assigned inspector, and the number of hours worked on each day by the Project Inspector. The number of hours worked per day shall not exceed eight (8) hours without the prior written approval from the District or District Representative.

5. The District's Program Manager or Project Manager shall specify the time and place that the Services shall be rendered. Project Inspector agrees and understands that performance of the Services may require travel, at Project Inspector's expense, to District school sites and to other locations within a twenty (20) mile radius of any District school site. Expenses incurred by the Project Inspector during such travel are not reimbursable and shall be considered to be an ordinary expense of Project Inspector under this Agreement.

6. Upon receipt of a monthly invoice from the Project Inspector, the District shall pay to the Project Inspector the following fully burdened rates per actual hour worked:

Inspector Classifications	Hourly Rate Straight Time/Standard Rate	Hourly Rate Overtime & Holidays
<b>DSA Class 1 Project Inspector</b>	<b>\$85</b>	<b>\$127.50</b>
<b>DSA Class 2 Project Inspector</b>	<b>\$75</b>	<b>\$112.50</b>
<b>DSA Class 3 Project Inspector</b>	<b>\$65</b>	<b>\$95.50</b>
<b>Assistant Project Inspector</b>	<b>\$65</b>	<b>\$95.50</b>

provided, however, that the total cost of all Services furnished by Project Inspector and its agents, consultants and independent contractors under this Agreement shall not exceed **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000)** in the aggregate (the "Maximum Contract Amount"). The parties agree that Project Inspector shall charge standard, straight time, rates for the 1st 10 hours of the day on Mondays through Fridays. Saturdays, Sundays and Holidays will be billed at 1 ½ times standard rates. The above rates shall remain fixed for twelve months and thereafter be increased by three (3) percent each successive year the Agreement is in effect on the Agreement anniversary date except that once a project has been assigned, the first rate applied shall remain fixed for the Duration of the project. The Duration of a Project shall not be more than two years. For projects with duration lasting more than two years, the hourly rate shall be escalated by 3% per year after the first two years. "Hours worked" shall include all of the time during which the Project Inspector is at a Project site, but shall not include time spent travelling between Project sites, from the Project Inspector's home to a Project site, from a Project site to the Project Inspector's home or to or from any place within twenty (20) miles of a school site. The Project Inspector's acceptance of payment on any invoice shall in each instance release the District from any and all financial claims of and liability to the Project Inspector for the period on or before the date of the invoice. As a condition to the payment of any monthly invoice, the Project Inspector shall submit conditional lien releases and waivers in the form provided by California Civil Code Section 3262 executed by Project Inspector and each independent contractor and consultant retained by the Project Inspector in connection with the Project hereunder with respect to all payments described in such invoice and unconditional lien releases and waivers in the form provided by California Civil Code Section 3262 executed by Project Inspector and each independent contractor and consultant retained by the Project Inspector in connection with the Project hereunder with respect to all previous payments made by the District. The Project Inspector shall pay all independent contractors and consultants retained by the Project Inspector no later than ten (10) days after the Project Inspector's receipt of payment from the District. The District shall pay the undisputed portion of all invoices within thirty (30) days after its receipt of the invoice. The District may offset against amounts payable to the Project Inspector hereunder any amounts owed to the District hereunder (including, without limitation, any damages or losses suffered by the District and covered by the Project Inspector's indemnification obligations hereunder).

7. The Project Inspector shall assume and absorb all ordinary expenses customarily incurred by Project Inspector's performing services similar to the Services within the greater Los Angeles metropolitan area. Required expenses that are above the ordinary customary expenses shall be governed by the agreement of the parties; provided that, except in cases of emergency, the Project Inspector shall notify the District of any such extraordinary expenses and obtain an agreement from the District with respect to the payment thereof prior to incurring the same.

8. Insurance.

8.1 Project 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.

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

- a. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)
- b. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- c. Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to Consultant's profession.

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

8.2.1 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."

8.2.2 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.

8.2.3 An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation

Insurance, Professional Liability, and Employer's Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

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

8.3 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 District.

9. The Project Inspector shall hold and keep harmless, indemnify and defend the District, its Board and its officers, employees, agents, consultants, other independent contractors and representatives from and against every liability, claim, demand, cost, loss, damage or expense in law or equity that may at any time arise or accrue or be made by reason of injuries to or death of persons or damage to, loss of, or theft of property, including District's personnel and property, arising by reason of or in the course of the performance of this Agreement or by reason of any act or omission of the Project Inspector, its employees, agents, consultants or independent contractors; nor shall the District be liable or responsible for any accident, loss or damage, and the Project Inspector, at his own expense, cost and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District, its Board or its officers, employees, agents, consultants, other independent contractors or representatives on any such claim or demand, and pay or satisfy any judgment that may be rendered against the District, its Board or its officers, employees, agents, consultants, other independent contractors or representatives in any such action, suit or legal proceedings. However, Project Inspector's liability for such damages, losses, costs or expenses shall be limited to those arising from the negligent or grossly negligent acts or omissions or willful misconduct of the Project Inspector or its employees, agents, consultants or independent contractors. The Project Inspector shall further hold and keep harmless, indemnify and defend the District, its Board and its officers, employees, agents, consultants, other independent contractors and representatives from and against every liability, claim, demand, cost, loss, damage or expense in law or equity that may at any time arise or accrue or be made by reason of the Project Inspector's failure or alleged failure to pay any of its agents, consultants or independent contractors.

10. The Project Inspector is and shall be at all times during the term of this Agreement an independent contractor and shall in no way be construed to be an officer, agent, employee, partner or joint venturer of the District.

11. The Project Inspector shall not assign or transfer this Agreement or any interests of Project Inspector herein without the prior written approval of the District. Any such attempt by the Project Inspector to assign or transfer this Agreement or any of its interests herein without District approval shall be void and of no force or effect. No individual person assigned to provide the Services hereunder for the Project may be changed or substituted without the prior written consent of the District. Such consent may be given or withheld in each such person's sole and absolute discretion.

12. The Project Inspector, its agents, employees, consultants and independent contractors shall maintain the confidentiality of all information received in the course of performing the Services except as may otherwise be required by law or as may be required in connection with the proper performance of the Project Inspector's services hereunder. This requirement shall extend beyond the effective termination date of the Agreement indefinitely.

13. It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof (when read together with the attached Addendum) and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed by both parties with the same formality as this Agreement.

14. This Agreement may be terminated by either party for any or no reason at any time during the term of this Agreement by giving thirty (30) days written notice to the other party. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than thirty (30) days from the date of delivery of such notice) and shall be delivered to the addresses listed for the respective parties. In such

event, this Agreement shall terminate on the termination date set forth in the termination notice. Notwithstanding the foregoing, the District may terminate this Agreement upon less than thirty (30) days' written notice in accordance with Paragraph 19 below and either party may terminate this Agreement immediately upon the occurrence of a material default by the other party hereto. Upon any termination of this Agreement, the District shall pay to the Project Inspector all amounts earned and invoiced by the Project Inspector up to the termination date (subject to the District's offset rights hereunder) and the parties shall thereafter be released from all further obligations and liabilities under this Agreement except to the extent that any such obligations or liabilities expressly survive the termination of this Agreement. In the event of the occurrence of a material default of any party hereunder, the non-defaulting party shall have all rights and remedies at law and in equity with respect to such default.

15. Project Inspector shall account for and invoice hours worked under this Agreement separately from any other agreement between the parties. All Project Inspector hours shall be scheduled in a manner that will satisfy the work requirements defined by the District and as required by the Title 21 and Title 24 requirements of the California Administration Code.

16. Project Inspector agrees to perform additional services for the District above and beyond the minimum requirement if requested to do so by the District.

17. All hours worked in excess of ten (10) hours per day, and all Saturday, Sunday and Holiday work shall be billed at time-and one-half. No double or triple time is authorized. Saturday work performed during a week when less than five (5) previous days have been worked due to inclement weather or any other reason shall be billed at straight time and not at time-and one-half.

18. The Project Inspector shall hire (or perform itself) any and all independent contractors and/or consultants needed to produce a clerically smooth product for the District and for the Project Inspector's routine correspondence with the District. These clerical services shall be provided at no additional expense to the District and shall be paid from the Project Inspector's own resources and billings.

19. Project Inspector understands and agrees that this Agreement may involve work to be performed in different school fiscal years. While it is the intent of the District to utilize the Project Inspector continuously throughout the period irrespective of fiscal year, Project Inspector and the District agree and acknowledge that all work in fiscal years subsequent to the fiscal year of the Agreement execution is contingent upon availability of continued funding, and non-availability of obligated funds is grounds for immediate termination of this Agreement by the District.

20. The Services performed by the Project Inspector under this Agreement are a part of a school building project funded in whole or in part by the State School Facility Program Funds. Therefore, the Project Inspector's full compliance with the applicable Disabled Veterans' Business Enterprise [DVBE] regulations promulgated by the State Allocation Board, State of California, and any other requirements of the State Allocation Board in order to qualify for State funding, is mandatory. As required by the State Allocation Board regulations, the Project Inspector's satisfactory compliance shall be determined by the District and shall be a condition precedent to the execution of this Agreement or payment of any amounts by the District hereunder. The Project Inspector shall remain continuously in compliance with said DVBE regulations during the entire term of this Agreement.

21. The Project Inspector shall comply with all laws, ordinances, rules and regulations applicable to it or to the Project in the performance of the Services.

22. The Project Inspector shall cause the removal of any worker from the Project site when directed to do so by the District or any representative thereof. The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that all persons at the Project sites (including the Project Inspector) be subject to the requirements mandated by California Government Code Sections 8350, et seq. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. The Project Inspector shall police and oversee any personnel working on the Project site for purposes of enforcing the Act.

23. **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 Project Inspector agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, the Project Inspector agrees to require like compliance by all of its subcontractor(s).

24. All amounts not paid when due under this Agreement by either party shall bear interest at the rate of ten percent (10%) per annum.

25. If either party commences an action against the other party to enforce any of the terms of this Agreement because of the breach by the other party of any of the terms hereof, the prevailing party, in addition to any other relief to which such party may be entitled, shall be entitled to reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" and "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

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

27. The Project Inspector hereby represents, warrants and covenants that (i) at the time of the execution of this Agreement, the Project Inspector has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of the Services; and (ii) the Project Inspector shall not employ in the performance of the Services any person or entity having any such interest.

28. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

29. Time is of the essence in the performance of this Agreement.

30. Each party executing this Agreement represents that the persons executing this Agreement on behalf of such party hold the office and/or position in such legal entity respectively indicated hereinafter for them, and have full right and power and have been legally authorized to act on behalf of such legal entity in executing and entering into this Agreement on behalf of such party. Each individual executing this Agreement on behalf of a party represents that such individual is duly and legally authorized to execute this Agreement on behalf of such party.

261. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested or by personal service) or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Project Inspector:

Premier Inspection Services  
1045 Foothill Blvd, La Cañada CA, 91011\_  
Fax No.: (818) 864-6543  
E-mail: [Greg@preminspect.com](mailto:Greg@preminspect.com)  
Attention: Greg Powell, Owner

District:

La Cañada Unified School District  
4490 Cornishon Avenue

La Cañada, CA 91011  
E-mail: [Mevans@lcsd.net](mailto:Mevans@lcsd.net)  
Attention: Mark Evans  
Associate Superintendent of Business  
& Administrative Services

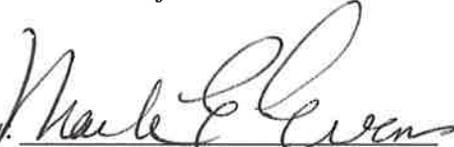
Any party may change its address for notice by written notice given to the other in the manner provided herein. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or other evidence of delivery, if mailed.

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year written below:

*Project Inspector:*

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

*La Cañada Unified School District:*

By:  \_\_\_\_\_  
Mark Evans, Associate  
Superintendent of Business  
and Administrative Services

Board Approved: 4/16/19 \_\_\_\_\_

## EXHIBIT A

### CONTRACT DUTIES OF PROJECT INSPECTOR

A. The Project Inspector must maintain a copy of Title 24 - State Uniform Plumbing Code ("Title 24"), the State Uniform Mechanical Code, the State National Electric Code, and a copy of the State Uniform Building Code, State Accessibility Standards and Interpretive Regulations, at the Project at all times for the use of the Project Inspector, the District, the Project Architect and the DSA. All such codes shall be the most recent approved versions.

B. The Project Inspector shall perform its duties and responsibilities in accordance with DSA Procedure 13-01, DSA Interpretation of Regulations (IR A-8), and this Agreement. The Project Inspector shall maintain files containing the Project Inspection Cards, the daily diary, the Project Inspector's copies of correspondence, daily reports, the contract form, an approved set of plans, specifications, addenda, and change orders, approved shop drawings, approved samples, concrete placing records, welding records, compaction testing records, water, gas sewer test, concrete tests, steel tests, progress reports, Deputy IOR reports, and all other correspondence pertaining to the construction contract.

C. The Project Inspector shall produce four series of reports: Daily Report, Semi-monthly Report, Interim Verified Report, and Final Verified Report.

1. The Project Inspector shall maintain a daily report recording during each site visit the approximate number of workmen in each craft or trade; equipment on site, visitors to the site; inspections conducted, any interpretations of the Contract Documents made by the Project Inspector or Project Architect; weather conditions; the status of the Project; any and all deviations from the plans or specifications and the person informed of the corrective action required; and all other pertinent information. The Daily Report shall be very descriptive to provide an accurate record of work completed on the day of the report. The Project Inspector shall submit copies of the daily report to the District's Project Manager by 10:00 a.m. on the next day.

2. The Project Inspector's Interim Verified Report, and Final Verified Report shall be submitted by the on-site Project Inspector in accordance with DSA Procedure 13-01.

D. The Project Inspector must notify the DSA/SSS local office and State Fire Marshall's Office (SFM), as applicable, of the following:

1. The commencement of work that is subject to the jurisdiction of the office.

2. The completion of the first foundation trenches with such notice to be given at least 48 hours prior to such completion.

3. The commencement of the first pour of concrete with such notice to be given at least 48 hours prior to such commencement, or as stipulated in the specifications and Title 24.

4. When work is, or is to be, suspended for a period of more than two weeks.

5. The commencement of any new phase of the work including structural steel, wood framing, roofing, latching, plastering, painting, and title work.

6. The initial and principal testing or inspection of the electric facilities, water, gas, and sewer pipes and/or the initial and principal covering up of any work with such notice to be given at least 48 hours prior to such testing, inspection or covering up of work.

7. The occurrence of any serious accident, fire, or failure of any form work or scaffolding, immediately upon such occurrence.

8. Any comments, conflicts in the work, or suggestions made by official representatives of DSA/SSS or SFM, public authorities, utility companies, or the District immediately upon receiving such comments or suggestions or learning about such conflicts.

The Project Inspector shall also notify the Project Architect of the same items enumerated in this Section D within the time periods provided above.

E. Notifications.

The Project Inspector shall notify the Contractor of any deviations from the approved plans and specifications and record such in the daily diary in accordance with Part I, Section 4-333 of "Inspection by Project Inspector" of Title 24. The Project Inspector shall not issue instructions to the Contractor that will result in a claim for extra compensation or an extension of contract time without the District's prior consent. Such orders will be issued only as contract change orders from the Project Architect's office or by the Project Manager after proper approvals have been obtained, and any changes in contract price or time have been determined. All deviations from plans, specifications or codes shall require the Project Inspector to issue a "non-compliance" notice to the Contractor in writing. Copies of all such notices shall be distributed by the Project Inspector to the District, Project Architect and Project Manager with a daily log kept for discussion and resolution at the construction meetings.

F. Submittals/Shop Drawings.

The Project Inspector shall see that shop drawings and samples of certain materials, and satisfactory reports of tests of certain materials as required by the specifications and in the instructions to the Contractor are submitted to the Project Architect's office and are approved before the materials are incorporated in the work. The Project Inspector shall inspect materials that are delivered on site and verify that delivered materials are in accordance with the approved submittals. Project Inspector shall notify the District of any delivered materials that do not conform to the approved submittals.

G. Subcontractors.

Subcontractors will be listed and/or licensed trades as required in the Contract Documents. Any change in the listed subcontractors must be approved by the District Board of Education. Work on the job by a subcontractor not listed in the Contract Documents or properly approved is a violation of contract and the Project Inspector shall advise the District, Project Architect and Contractor of work performed by any unlisted or unapproved subcontractor.

H. Changes.

No deviations from the approved plans and specifications shall be permitted by the Project Inspector until the Project Inspector receives notification from the Project Architect and the District that the change has been approved. All changes in approved plans and specifications, including changes not affecting the "Schedule of Values", the cost of the work, or the time of completion of the Project, require a change order to the contract and such change order will be prepared by the Project Architect. The District Governing Board is the only party legally authorized to approve changes in the work under the contracts. The Contractor may be issued a "Construction Change Directive" to proceed with the change after necessary informal approvals have been obtained, pending the preparation of the formal change order. A copy of the Construction Change Directive shall be sent to the Project Inspector and shall be the Project Inspector's authority to allow the Contractor to proceed with the change. The Project Inspector has no authority to order any changes in the plans, specifications or the contract or to authorize any change orders or Construction Change Directives.

Any proposed change in the work of the contract shall be submitted on the standard change order form. Each change order, upon approval, becomes a complete supplemental Contract Document and therefore must be complete in every respect including the following:

- (a) Reference as to the party requesting the change.

- (b) Reason for the change.
- (c) A detailed description of the proposed change, listing the exact location and nature of the work or a clarification drawing attached and referenced on the face of the order.
- (d) Change in contract amount.
- (e) The amount and extension of contract time, if any (which shall be determined jointly by the Project Architect, the District, the Project Inspector and Contractor).

I. Schedule of Values.

At the start of the work the Project Inspector will be furnished with a copy of the complete "Schedule of Values" submitted by the Contractor and approved by the Project Architect. The Contractor's monthly estimate of his "Schedule of Values" and "Request for Payment" must be checked for changes and approved by the Project Inspector before it is submitted by Contractor to the Project Architect. All items in the "Request for Payment" shall accurately itemize contract costs and work completed. The Contractor shall submit the required copies of the Request for Payment to the Project Inspector who shall sign all copies and forward them to the Project Architect or Project Manager for processing in accordance with Paragraph J below.

J. Progress Payment Requests.

1. Progress payment shall be based upon the estimated percentage of work performed based on the "Schedule of Values", material in place or delivered, and identifying equipment in the various classifications of the breakdown.
2. The Contractor shall file certified payment requests for delivery to the District in accordance with the terms of its contract.

The Project Inspector shall review and certify progress payment requests which shall be submitted by the Contractor and will then forward them to the Architect for approval (via the Construction Manager). The Architect will then check, certify, and forward statements to the District for audit and preparation of warrant for approval by the District Board of Education or its designee.

K. Drawings.

1. Record "as-built" drawings shall be maintained by the Contractor by marking up a set of prints indicating items which may comply with the approved plans and specifications but which are not located or indicated in detail, such as the depths of any footings carried below those shown on the drawings, the exact locations and depths and bearings of underground and underslab conduits and piping, the number and size of wires in the conduits, the location of conduits embedded in concrete or otherwise inaccessible and other similar items.
2. The "as-built" drawings shall be kept up to date by the Contractor and subcontractors as the work occurs and shall be reviewed weekly by the Project Inspector. The Project Inspector shall report on the progress at each project meeting.
3. These record drawings shall be turned over to the Project Architect upon completion of the Project, or as requested after review by the Project Inspector for turn-over to the District.

L. Special Testing and Inspection.

The Project Inspector shall be familiar with the Testing and Inspection Sheet ("T&I Sheet") issued for the Project by the DSA and shall request special deputy Project Inspectors as necessary and order special tests as required by the T&I Sheet, the District or the DSA. The Project Inspector shall transmit all such samples to the

laboratory for analysis upon completion of all such tests and special inspections. The Project Inspector shall retain a copy of all results and shall transmit a copy of all results and each test or inspection to the DSA, the Project Architect, the Project Manager and the District.

M. Project Past Deadline.

If the Project is not completed within the time prescribed in the contract, the Project Inspector shall make a complete report on the status of the Project listing all missing items and uncompleted work. The Project Inspector shall make four copies of this report and shall retain one copy and transmit a copy to each of the District, the Project Manager and the Project Architect.

N. Closeout Procedures.

1. When the Project is substantially complete, the District, Project Architect, Project Manager, Contractor and Project Inspector shall generate a "punch list" to be completed by the Contractor and shall review any and all guarantees, keying, instructions, "as-built" drawings and other close-out submittals that are called for in the Contract Documents.

2. Together with the Project Manager, the Project Inspector shall confirm that all required tests including Fire Life Safety and electrical grounding, are completed, that all training and operating manuals and extra stock items are received by the District and that the "punch list" is complete in order that the Project Architect can certify the completion of the work.

Final completion shall be as required in the Contract Documents and as required per Title 24, California Administrative Code, Section 4-339.

**END OF EXHIBIT A**