

**AGREEMENT FOR PROJECT INSPECTION SERVICES  
BY AND BETWEEN**

**SAN JOSÉ UNIFIED SCHOOL DISTRICT**

**SANDOR ENTERPRISES INSPECTION SERVICES**

**FOR**

**PROJECT #Z0490  
TRANSPORTATION PHASE 2**

This agreement for Project Inspection services ("Agreement") is made as of the **26th** day of **September** in the year **2017**, between the San Jose Unified School District ("District"), and **Sandor Enterprises**. ("Inspector") (collectively "Parties").

WHEREAS, the District intends to award contracts to construction contractor(s) to perform work associated with Project Z0490 Transportation Phase II located at: Corporation Yard, 2222 Unified Way, San Jose ("Site(s)") ("Construction Work"); and

WHEREAS, the District has retained the services of **SIM Architects** as the architect of the Construction Work ("Architect(s)") and of **Van Pelt Construction Services** as construction manager of the Construction Work ("Construction Manager"); and

WHEREAS, the Construction Work shall be performed pursuant to District-approved plans, drawings, specifications, and other contract documents ("Contract Documents"); and

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

WHEREAS, pursuant to Education Code section 17311, the Inspector is satisfactory to the DSA and the Architect(s) have to be a project inspector on California public school construction projects; and

WHEREAS, the Inspector warrants and represents that the project inspector that the Inspector assigns to the Site ("Project Inspector")-which will be himself or herself if the Inspector is a one-person firm-is/are the appropriate class (Class 1, Class 2, or Class 3) for the scope of services required at that site and that the project inspector(s) is/are competent to perform the duties and responsibilities required by this Agreement and by applicable laws and regulations.

**NOW, THEREFORE, the Parties agree as follows:**

1. **Inspector as District Representative.** The Project Inspector assigned to monitor the construction work at the Site ("Project") shall be an appropriate class project inspector and shall observe construction operations to insure that the Project is constructed and completed in strict conformity with all applicable laws and regulations and the Contract Documents ("Inspector's Services").
2. **Scope of Work and Compensation.** The Project includes project inspection services for all work associated with the Project Z0490 Transportation Phase 2.
  - 2.1. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, 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.

2.2. Inspector's fee for the performance of Inspector's Services for the project shall be:

**Lump Sum Basis.** A lump sum in an amount equal to Thirty-Six Thousand Dollars (\$ 36,000.00)

2.3. Inspector's total fee for the Project shall be \$36,000. Any overtime deemed necessary to meet the project requirements must be scheduled and coordinated with the Construction Manager (if applicable) and authorized in writing by the District or its agent (CM) prior to work.

2.4. Inspector acknowledges that the District requires Inspector's invoice for Services must include explanations of the Services performed. For invoices for Hourly Services (e.g. extra services, time and materials, etc.) a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Hourly Services. The times indicated below are just placeholders:

2.5.

**EXAMPLE**

MON., 07/06/09	Inspect drywall installation in Classroom Wing B; Oversee concrete slab pour for new Gym; meet architect, GC, and carpenter sub;	4.0 Hours
TUES., 07/07/09	Inspect curb elevations at new East parking lot and prepare field reports for those	1.0 Hours
WED., 07/08/09	Meet with District rep, architect, GC to discuss anchoring of portables; prepare deviation notice for that.	3.0 Hours

2.6. Payment of all undisputed amounts will be due within thirty (30) days of receipt of an invoice.

2.7. The daily job log referred to herein shall include a log of time spent by the Inspector in the performance of its duties under this Agreement.

3. **Term.** The term of this Agreement shall be for the period of construction of the Project, which shall terminate when the Inspector files its Final Verified Report with DSA or if the Agreement is terminated or otherwise cancelled. The Parties expect that this Project will commence on October 1, 2017 and be completed by March 31, 2018.

4. **Submittal of Documents.** The inspector shall not commence the work under this Contract until the Inspector has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

5. **Expenses.** District shall not be liable to the Inspector for any costs or expenses paid or incurred by the Inspector in performing services for District, except for those set forth in this Agreement. In no event will local telephone calls or local mileage within the Bay Area be considered reimbursable expenses.

6. **Standard of Care.** Inspector's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of project inspectors of California school districts.

7. **Inspector's Authority**

7.1. **Inspector Under Direction of Architect.** The Inspector shall provide a Project Inspector(s) on a continuous basis, including during off hours, and weekend hours as deemed necessary by the Inspector, the Architect and/or the District. The Inspector shall be under the direction of the Architect and is subject to the Supervision of DSA.

7.2. **Authority to Reject Construction Work.** The Inspector shall not direct a contractor in the execution of the Construction Work. The Inspector does not have the authority to stop the Project. The Inspector shall have the authority to reject defective materials and to suspend any specific Construction Work that is being improperly performed, subject to the ultimate decision of the Architect and the District. The Inspector shall observe and report matters to the Architect and the District pertaining to the Construction Work performed on the Project.

7.3. **Conflict of Interest.** The 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. The Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. The Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors.

8. **On Site Presence.** The Project Inspector shall be physically present at each Project Site at all times necessary for performance of its duties as project inspector. The Project Inspector shall have personal knowledge of the Construction Work at all stages. The Project Inspector shall accompany the Architect, the District, the construction manager, or other consultants when any of them are observing the Construction Work. The Project Inspector shall be physically present for all concrete work and masonry work that can be inspected only as it is placed.
9. **Inspector's General Obligations, Duties, and Responsibilities.** The Project Inspector shall completely and timely inspect all portions of the Construction Work as it progresses.
  - 9.1. Inspector shall endeavor to guard the District and the State of California ("State") against apparent defects and deficiencies in the Construction Work and shall act on behalf of the 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.
  - 9.2. The Project Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. The Project Inspector shall consult the Architect to resolve any uncertainties in the Inspector's comprehension of the plans and specifications. The Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.
  - 9.3. The Project Inspector shall identify all non-compliant Construction Work as the Project progresses in order to facilitate timely corrective action.
  - 9.4. Project 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. The Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.
  - 9.5. The Inspector and Project Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the following forms:
    - 9.5.1. Form DSA IRA-7 Project Inspector and Assistant Inspector: Certification and Approval.
    - 9.5.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance Rating by DSA.

- 9.6. Neither the Inspector nor the Testing Lab shall authorize deviation from the Contract Documents.

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

- 10.1. **Inspection Records.** The Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all testing and 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:

- 10.1.1. A systematic record of the inspection of all Construction Work required by the Construction Documents. The inspector shall perform this by making properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.
- 10.1.2. Construction Procedure Records(Title24,Pmtl,Section4-342(6)) including, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.
- 10.1.3. The resolution of reported deviations
- 10.1.4. Daily job log of the Inspector's time spend on the Site

- 10.2. **Job File.** The Inspector shall maintain a record of its attendance on the Project and shall maintain files of schedules, notes, communications, records, and documents on behalf of the District. The schedules, notes, communications, records, and documents shall be regularly reviewed with the District. The Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District. In addition, the Inspector shall organize and main a complete systems of construction records including, but not limited to:.

- 10.2.1. All Inspection Records
- 10.2.2. Job Memo file
- 10.2.3. Site conference file
- 10.2.4. Progress reports
- 10.2.5. Testing and Inspection List (Form DSA-103-1, or more current form)
- 10.2.6. Correspondence file, including, without limitation, all correspondence from/to Architect, construction contractor(s), District, and DSA
- 10.2.7. Complete change order file
- 10.2.8. All Addenda
- 10.2.9. All deferred approval documents
- 10.2.10. Complete shop drawings, samples, and submittal file
- 10.2.11. All Contract Documents including, you limitation, the approved pals and specifications.

All these records and all documents kept by the Inspector and filed in the District's Box account and shall remain the property of the District.

10.3. **Building Codes.** In addition the above documents, the 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:

- 10.3.1. Title 24, Part 1 (Administrative Code)
- 10.3.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code)
- 10.3.3. Title 24, Part 3 (Electrical Code)
- 10.3.4. Title 24, Part 4 (Mechanical Code)
- 10.3.5. Title 24, Part 5 (Plumbing Code)
- 10.3.6. Title 24, Part 6 (Energy Code)

## 11. Communications, Reporting and Notifications

11.1. **Notification of DSA.** The Inspector shall notify DSA:

- 11.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at each site.
- 11.1.2. At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.
- 11.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at any Site.
- 11.1.4. When Construction Work has been suspended for a period of more than two (2) weeks.

11.2. **Notification of the District and Architect.** The Inspector shall immediately report to the 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. The Inspector shall inform the 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 the Inspector has related to the Project or the Contract Documents. The Inspector shall advise the District of needed inspections related to the status of the Construction Work, and the District shall provide the schedule of Construction Work to the Inspector so that both Parties arrange timely inspections.

11.3. **Deviation Notification of Contractor(s).** The 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 the District, the Architect, the construction manager, and DSA. The Inspector shall document all resolutions of reported deviations and make them part of the Inspection Records.

- 11.4. **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector, including the contractor's uncertainties regarding the Construction Documents. The Inspector shall document these inquiries and immediately forward them to the Architect for response.
- 11.5. **Construction Manger.** Inspector shall also work with the construction manager if the District uses a Construction Manager on any portion of the Project. If the District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

## 12. **Inspector Responsibilities for Forms and Reports**

- 12.1. **Semi Monthly Reports.** The inspector shall submit semi-monthly reports by the 7<sup>th</sup> and the 22<sup>nd</sup> of each month to-the District, the Architect, and DSA.
- 12.2. **Verified Reports.** The Inspector shall submit verified reports at the following times that will include notification of outstanding deviations:
  - 12.2.1. Work on the Project(s) is suspended for a period of more than one (1) month.
  - 12.2.2. The Inspector is terminated for any reason.
  - 12.2.3. DSA requests a verified report.
  - 12.2.4. If the District occupies any building on the Project(s).
  - 12.2.5. When the Project(s) is complete.

Each verified report shall be on Form DSA-6, or more current form, and shall clearly describe all on-compliant Construction Work including change order work that is pending DSA approval. Each verified report shall state that the Inspector knows of his/her personal knowledge that the Construction Work has, in every material respect, been performed in compliance with the Construction Documents. The Inspector shall declare under penalty of perjury that all information indicated on the report is true.

- 12.3. **All Other Reports.** In addition, the Inspector shall verify that all other Project related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District are filed with DSA at or prior to their due date. The Inspector shall prepare and forward to the District, Architect, and DSA all reports required of the Inspector by Title 24 of the California Code of Regulations, the State, and/or DSA.

- 13. **Inspector Responsibilities for Laboratory Structural Tests.** The Inspector shall initiate and facilitate testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing.

14. **Compliance With Applicable Laws.** The Inspector shall conform to the following specific roles 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.
  - 14.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
  - 14.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
  - 14.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
  - 14.4. Education Code of the State of California
  - 14.5. Industrial Accident Commission's Safety Orders, State of California.
  - 14.6. National Electrical Safety Code, U. S. Department of Commerce.
  - 14.7. National Board of Fire Underwriters' Regulations.
  - 14.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.
15. **Extended Services.** The Inspector shall provide additional extended project inspection services for the Project made necessary by Construction 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.
16. **Inspector Certification.** Inspector shall provide the District a copy of documents satisfactory to the District certifying that the Inspector holds proper state certification and approval by DSA to perform the required inspection services for this Agreement. The Inspector shall initiate and provide the District with Form DSA-s, or more current qualification/certification form.
17. **Substitute Inspector and/or Assistant Inspector.** The Inspector shall provide the Inspector's Services throughout the Project, and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of the Project Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no cost to the District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by the District, to perform the Inspector's Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Inspector's Services while performing any work on the Project. The Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
18. **District's Evaluation of Inspector and Inspector's Employees and/or Subcontractors.** The District may evaluate the Inspector in any manner which is permissible under the law. The

District's evaluation may include, without limitation:

- 18.1. Requesting that District employee(s) evaluate the Inspector and the Inspector's employees and subcontractors and each of their performance.
  - 18.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).
19. **Confidentiality.** The Inspector and all personnel designated by the 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.
  20. **Independent Contractor.** The Inspector shall act as an independent contractor and shall not be an employee, officer, agent, partner, or joint venture of the District by virtue of this Agreement. Inspector shall not earn or be entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Nothing in this Agreement shall be construed to mean that the District retains any control over the manner and means of how the Inspector performs its duties and responsibilities under this Agreement. It is understood that no deductions will be made from payments to the Inspector on account of withholding for income tax, Social Security, health insurance, retirement, or any other benefits applicable to employees of the District. 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.
  21. **Employment With Public Agency.** Inspector, if an employee of an other public agency, agrees that Project 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.
  22. **Non-Assignment.** This Agreement is a personal services agreement. Inspector shall not assign this Agreement or any portion of it voluntarily to any third party without the written consent of the District, and any purported assignment without prior written consent of the District shall automatically terminate this Agreement.
  23. **Termination**
    - 23.1. **Termination for Convenience**
      - 23.1.1. Either the District or the Inspector may terminate this Agreement by written notification thirty (30) days prior to the effective date of the termination.

23.1.2. Neither party shall be required to provide just cause for termination in the written notification. The Inspector and the District shall notify DSA upon the termination of this agreement.

23.2. **Termination for Cause.** District may terminate this Agreement immediately for cause. Cause shall include, without limitation:

23.2.1. Material violation of this Agreement by the Inspector; or

23.2.2. Any act by Inspector and/or Inspector exposing the District to liability to others for personal injury or property damage; or

23.2.3. Inspector is adjudged bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector's insolvency.

In the event of a termination for cause, the District may secure the required services from another project Inspector. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Inspector shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

23.3. **Documentation Upon Termination.** Upon termination, Inspector shall provide the District with all documents produced maintained or collected by Inspector pursuant to this Agreement, whether or not such documents are final or draft documents.

24. **Indemnification.** To the furthest extent permitted by California law, Inspector shall, at its sole expense, defend, indemnify, and hold free and harmless the District, and the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all demands, losses, liabilities, claims, suits and actions (the claims) of any kind, nature, and description, including, but not limited to personal injury and/or death, property damage and consultants and/or attorneys fee sand costs directly or indirectly arising out of, connected with, or resulting from the performance of the Inspector's Services pursuant to this Agreement or from any activity, work, or thing done, permitted or suffered by the Inspector in conjunction with this Agreement or from any activity, work, or thing done, permitted, or suffered by the Inspector in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Inspector proposes to defend the indemnified parties.

25. **Insurance**

25.1. The Inspector shall procure and maintain during the life of the Project the following insurance with minimum limits equal to the amount indicated below.

**25.1.1. Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Inspector, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Inspector’s Services.

**25.1.2. Professional Liability Insurance.** Professional Liability Insurance appropriate to testing and inspection companies.

**25.1.3. Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees engaged in any work on the Project. If any class of employee or employees engaged in work 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 work under this Agreement.

In accordance with provisions of section 3700 of the California Labor Code, the Inspector shall be required to secure worker’s compensation coverage for its employees.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000
<b>Professional Liability Insurance</b>	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$ 1,000,000

25.2. **Proof of Carriage of Insurance.** The 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 the District and approved by the District. Certificates and insurance policies shall include the following:

25.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

25.2.2. 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.

25.2.3. An endorsement stating that the 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 Insurance, 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.

25.2.4. All policies shall be written on an occurrence form.

25.3. **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.

26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

San Jose Unified School District  
855 Lenzen Avenue  
San Jose, CA 95126

**ATTN:** Manager, Facilities and  
Construction

**Inspector**

Sandor Enterprises  
88 Riker Street, Apt. A  
Salinas, CA 93901

**ATTN:** Christopher Sanders

Any notice personally given or sent by shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **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.

28. **Fingerprinting.** The Inspector shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Inspector shall not permit any employee to have any contact with District pupils until such time as the Inspector has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Inspector's responsibility shall extend to all employees, agents, and employees or subconsultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractor of the Inspector. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.
29. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
30. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("RFQ/RFP"), the RFQ/RFP and the Inspector's proposal are hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Inspector's Proposal, this Agreement shall control over the RFQ/RFP, which shall control over the Inspector's Proposal. In no case shall a document calling for lower quality material or workmanship control.
31. **Integration/Extent of Agreement.** This Agreement represents the entire and integrated contract between the District and the Inspector, and supersedes all prior understandings, negotiations, representations, or agreements, either written or oral, unless specifically incorporated into this Agreement. Addenda shall be included only with the written approval of both the District and the Inspector. The headings of the paragraphs are for convenience only and are not a part of this Agreement and shall not be considered in construing the intent of this Agreement.
32. **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.
33. **Severability/Invalid Term.** 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.
34. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition,

marital status, sexual orientation, gender, or age and therefore the 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. In addition, the Inspector agrees to require like compliance by all its subcontractor(s).

35. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that state shall govern its interpretation and effect. Venue shall be had in the county in which the District's main office is located.

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

Dated: \_\_\_\_\_, 2017

Dated: September 28, 2017

**San Jose Unified School District**

**Sandor Enterprises**

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

By: 

Print Name: Florence Eng

Print Name: Christopher Sanders

Print Title: Director, Business Support Services

Print Title: Project Inspector

 09.29.17

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date:	<u>September 28, 2017</u>
Proper Name of Inspector:	<u>Sandor Enterprises</u>
Signature:	<u></u>
Print Name:	<u>Christopher Sanders</u>
Title:	<u>Project Inspector</u>

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION**

**For Professional Services and Non-Construction Services**

PROJECT/CONTRACT NO.: Z0490 Transportation Phase 2 (Project Inspection) between San Jose Unified School District (the "District" or the "Owner") and Sandor Enterprises Inspection Services (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

- (1) He/she is a representative of the Contractor,
  - (2) He/she is familiar with the facts herein certified,
  - (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor;
- and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

The Contractor further certifies that it has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

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

Proper Name of Contractor: Sandor Enterprises

Signature: 

Date: September 28, 2017

Print Name: Christopher Sanders

Title: Project Inspector

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