INFORMATION SHEET 6/15/2021 TRUSTEES' MEETING

ATTACHMENT: 7.10

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Inspector of Record, Corral Hollow Elementary School

The District issued a Request for Qualifications and Proposals for the Inspector of Record (IOR) on the construction of Corral Hollow Elementary School. Proposals were received from two qualified inspectors. After review of qualifications, references and interviews, the District has selected tmd Construction Services as the IOR on this project.

Recommend: Approval of the attached contract for IOR Services

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION)

This AGREEMENT is made and entered into this 15th day of June in the year 2021 ("EFFECTIVE DATE"), by and between Jefferson School District, hereinafter referred to as the "OWNER", and TMD Construction Services hereinafter referred to as the "CONSULTANT". The OWNER and the CONSULTANT are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, the OWNER requires specialized inspection and related services and CONSULTANT is specially experienced and competent to provide to the OWNER such specialized services and/or advice in one or more of the foregoing areas;

WHEREAS, OWNER desires to obtain specialized inspection and related services and/or advice for the Corral Hollow Elementary School Project located at 6800 Coriander Street, hereinafter referred to as the "PROJECT"; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its inspection services to the OWNER on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I
SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional (providing services like the CONSULTANT) practicing in California. The CONSULTANT shall provide to the OWNER on the terms set forth herein all the services articulated in this AGREEMENT and as set forth in the CONSULTANT's PROPOSAL which shall be attached hereto and incorporated herein as EXHIBIT "A" (the "PROPOSAL"). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT's PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the OWNER and CONSULTANT acknowledges and agrees that the OWNER, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the OWNER all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as

would be required to carry out and perform, for the benefit of the OWNER, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the OWNER under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

ARTICLE II
CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall perform all special inspections in conformance with the PROJECT's approved Construction Documents, applicable codes and code references.

2. The CONSULTANT shall meet with the Construction Manager, the Architect/Engineer, Structural Engineer and the OWNER as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the approved Construction Documents for the PROJECT and this AGREEMENT.

3. The CONSULTANT shall keep the Construction Manager, the Architect/Engineer, the Structural Engineer and the OWNER informed of all special inspections, PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Construction Manager, Architect/Engineer, Structural Engineer and the OWNER thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Construction Manager which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Construction Manager on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the OWNER with a copy of such reports. The CONSULTANT shall also submit daily special inspection reports in a timely manner to the Construction Manager so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Construction Manager later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the OWNER on the day the original report is submitted to the Construction Manager.

4. In the event the CONSULTANT identifies construction and/or material deviations from the approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the Construction Manager and OWNER.

5. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the OWNER a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the OWNER or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III
TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the OWNER should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by OWNER, the OWNER shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the OWNER or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by OWNER upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the OWNER shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

6. The PARTIES understand and agree that Article III of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

The reports and/or other documents (regardless of format or medium) that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the OWNER (hereinafter "PROPERTY"). The OWNER may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the OWNER's written request, CONSULTANT shall return the requested PROPERTY to the OWNER. CONSULTANT may retain a confidential file copy of the PROPERTY with all originals being returned to the OWNER. Failure to provide the PROPERTY to the OWNER within ten (10) calendar days after the CONSULTANT's receipt of the OWNER's written request shall be deemed a material breach of this AGREEMENT.

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

Records of the CONSULTANT's direct personnel and expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the OWNER and CONSULTANT

shall be kept on a generally recognized accounting basis and shall be available to the OWNER or OWNER's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The OWNER shall compensate the CONSULTANT as follows:

a. The OWNER agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed Three Hundred Thousand Fifty Seven Thousand and Six Hundres Dollars ($357,600.00) for performing all the basic services detailed in Article II and EXHIBIT "A" without prior written approval by the OWNER. CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.

b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the OWNER and include a copy of the OWNER's written authorization. The OWNER's prior written authorization is an express condition precedent to any payment by the OWNER for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the OWNER to proceed with such Additional Services as required by Article VII.

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the OWNER in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the OWNER before rendering any additional services. The OWNER may also require CONSULTANT to perform additional services which are, in the OWNER's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the OWNER before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the OWNER in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the OWNER requests additional shifts to complete the services articulated in Article II and EXHIBIT "A" where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII
MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold OWNER entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the OWNER, its officers, employees, agents or independent consultants who are directly employed by the OWNER; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the OWNER, or any person, firm or corporation employed by the CONSULTANT or the OWNER upon or in connection with this AGREEMENT or the PROJECT, except for liability resulting from the sole negligence or willful misconduct of the OWNER, its officers, employees, agents or independent consultants who are directly employed by the OWNER. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the OWNER, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the OWNER, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by

independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the OWNER, arising out of, or in any way connected with the Construction Management Services, including injury or damage either on or off OWNER property; but not for any loss, injury, death or damages caused by sole negligence or willful misconduct of the OWNER.

d. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, governing this AGREEMENT. Any other indemnity that may be attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the CONSULTANT's liability to the OWNER in an attached exhibit shall be void and unenforceable between the OWNER and the CONSULTANT. In no event shall the CONSULTANT's liability be limited to the amount of the CONSULTANT's fees for the PROJECT or any other amount.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to OWNER which will protect CONSULTANT and OWNER from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than One Million Dollars ($1,000,000).

b. Commercial general liability insurance with limits of not less than One Million Dollars ($1,000,000) and automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of $1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability

insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings, specifications and reports as may be required to protect the OWNER in the amount of its full equity in those drawings, specifications and reports, and shall file with the OWNER a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the OWNER shall be named as a loss payee.

e. Each policy of insurance required in Article VIII, Section 2(b) above shall name OWNER and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by OWNER is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to OWNER prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify OWNER in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to OWNER certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, OWNER may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse OWNER upon demand for the cost thereof.

f. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article VIII, Sections 2(a), (b), (c), and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the OWNER, and are not entitled to benefits of any kind or nature normally provided employees of the OWNER and/or to which OWNER's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the OWNER from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the OWNER or CONSULTANT.

5. The OWNER and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as Exhibit "A" shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the OWNER approves of such incorporation in a separate writing signed by the OWNER. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as Exhibit "A" but such incorporation shall be strictly limited to those parts describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the OWNER and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the OWNER and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. This AGREEMENT shall be construed as if all PARTIES hereto, and each of them, prepared it and any uncertainty or ambiguity shall not be interpreted to favor one PARTY over any other PARTY.

11. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

12. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

TMD Construction Services
Attn: Tim Boczanowski
5626 Bridgeport Circle
Livermore, CA 94551

Signed: _____

OWNER:

Jefferson School District
Dena Whittington, CBO
1219 Whispering Wind Dr
Tracy, CA 95377

Signed: _____

EXHIBIT "A"

(CONSULTANT'S PROPOSAL)

Statement of Qualifications and Proposal for DSA Project Inspection Services

for

tmd Construction Services

Submitted to

Ms. Dena Whittington

Jefferson Elementary School District
1219 Whispering Wind Drive
Tracy, CA., 95377

Submitted by:

Tim Boczanowski
tmd Construction Services
5626 Bridgeport Circle
Livermore, CA. 94551

COVER LETTER EXHIBIT "A"

5626 Bridgeport Circle
Livermore, CA., 94551
925-570-1370
ptboczanowski@gmail.com

Ms. Dena Whittington
Jefferson Elementary School District
1219 Whispering Wind Drive
Tracy, CA., 95377

May 24, 2021

Ms. Whittington,

Thank you for allowing me the opportunity to provide this Statement of Qualifications for Project Inspection Services for the Corral Hollow Elementary School Project. tmd Construction Services has been in business for more than 20 years providing inspection and construction services to school districts in the bay area and central valley. As a Sole Proprietorship and single person firm, I can provide personal service to my clients. I will provide the inspection services for your project and we will work together on all matters to achieve success.

At tmd Construction Services our philosophy and processes for providing DSA IOR services are every bit as important as our technical knowledge of the project requirements, and in many cases, more important. I view my role on a project as being an integral part of the construction team, not as an individual with the power to accept or reject someone else's work. We always strive for the perfect construction project, knowing that while not always perfect, the result will be great. If we only expect acceptable, the resultant product will be mediocre. The program that I conduct is one of overall Project Quality Control for the Owner, not merely project inspection for code compliance. This perspective of quality control vs. inspection is not something that is automatic. It comes from a multitude of things such as education, training, experience, trade work, watching, learning, asking, telling, sharing, and the ability to know when to apply each. When executed properly, a Quality Control Program uses inspections and sign offs as a means of documenting and recording work well done from the start as opposed to a means of finding fault with the work.

I work in a supportive capacity, reviewing the Project Requirements with contractors and tradesmen prior to the work being installed so that expectations are clear and coordinated, and so that the installation is correct and accurate the first time.

Having spent time as an Owner's Representative, I have a good working knowledge of that perspective which allows me to alert the Owner's management team of items that may be troublesome for a campus during or after the completion of construction.

Having spent time on the Contracting side of the construction industry, I also have a great working knowledge of the Contractor's perspective. The way that I work, alerting the contractor before work is placed, and by looking forward to the next step, assists the contractor toward successful completion.

During a project, I stay well ahead of the actual construction. By looking ahead to the work of the next day, the next week, the next month and beyond, I review the plans and specs in detail so that coordination issues can be resolved prior to work placement, I'm reviewing submittals against materials delivered, and I'm assessing the actual work in place for compliance and its ability to accept the next step.

When executed properly, the Quality Control Program reduces costs, helps to keep a project on schedule, and ultimately reduces the amount of post occupancy issues related to the physical construction of the project.

The experience in Public Education Projects that tmd Construction Services brings to the Jefferson Elementary School District is in-depth, and extensive. Experience that is gained from the more than 35 years that I have been in the construction industry, and this experience is continually employed to serve the best interest of the client. My experience extends past the inspection services aspects to areas which include the Civil Engineering Designer, Project Engineer and Project Manager positions on large scale design build projects. My role as an Owner's Representative at a K-12 School District has given me many years' experience in this critically important part of the project and program success. These various roles have served to add necessary and most valuable tools to my Inspector's toolbox. These tools are always with me and are always in use on behalf of the school district currently served. As the Sole Proprietor of tmd Construction Services, I am immensely proud to be in business for over 20 years, serving our California schools since 2000.

I have read the District's Request for Qualifications and Proposal (RFP) for DSA Inspector and fully understand its intent. I/We certify that I/We have adequate personnel, equipment, and facilities to provide the District's requested services that I/We have indicated I/We can provide. I/We understand that our ability to meet the criteria outlined in the RFP shall be judged solely by the District. In addition, I/We certify that I/We have thoroughly examined the RFP requirements and our proposed fees cover all the services that I/We have indicated I/We can meet, and I/We acknowledge and accept all terms and conditions of this RFP.

Respectfully Submitted,

Tim Boczanowski

Tim Boczanowski
Proprietor / Project Inspector
tmd Construction Services
5626 Bridgeport Circle
Livermore, CA., 94551
ptboczanowski@gmail.com
925-570-1370

DSA INSPECTION CARD PROCESS EXHIBIT "B"

The tmd Construction Services project inspection program begins with this SOQ process where the District can begin to get to know me and how I like to work. Through this paper screening process, you can determine if there is a potential fit for us working together on the project. An interview process may follow to confirm this first review. I believe that it is important to approach the project as a team from the beginning.

Next, I will spend time reviewing the construction plans and specs during which I can often identify gaps in the plans, or areas that have not been fully coordinated. I like to spend time on the campus or site to compare existing conditions to the plans as identifying any discrepancy early can avoid a change order. During this time, I will also set up my project specific files. The project files will be predominantly electronic with some items being hard copy printed for working purposes. The filing system contains items such as correspondence records and notes, Architect and Engineer field reports, ASI's, CCD's, DSA Notifications, Field Trip Notes, IOR Reviews, Inspection Requests, Meeting agendas, minutes, and notes, RFI's, Required logs of activities such as concrete pours, Daily Field Reports from testing labs, materials certification documents, and Submittals by CSI division. All project inspection documents are stored on a project specific flash drive or portable hard.

During construction, continual communication is perhaps the most important aspect of successful completion. There will be pre-construction meetings, weekly project meetings, subcontractor coordination meetings, daily one on one meetings with the Project Superintendent, informal meetings and conversations with foremen and workmen out on the site. Each of these present an opportunity for collaboration and coordination of the work so that when it comes time for an inspection, the good work of the tradesmen is signed off and not needing correction. This is a primary goal of mine, to certify and sign off work done correctly and well versus ever having to do things twice. This certification process occurs during construction as each phase of the work is completed using the DSA 152 Inspection Card process. In addition to certifying work as it is completed, the 152 cards allow the inspector to assist the special inspection and testing labs, and engineers by reminding them when they are to upload their certification documents to the DSA Box. Regular checking of the Box allows me to verify that all required uploads are being made in the code prescribed time frame.

Specific inspections on a project begin with reviewing the requirements for an item in advance, reviewing those requirements with the Supt. and tradesmen before the item is installed, working together to monitor progress of an item, and then signing off and certifying the accuracy of the construction prior to it being covered or closed in. Should there be any discrepancies, I work with the contractor to allow time for them to be resolved. Sometimes plans can be interpreted different ways, and together we will contact the architect or engineer for clarification. This may result in an RFI being written to record the item or allow the engineer time for further review. Rarely, a deviation that is not immediately resolved can result in a Deviation Notice filed on DSA form 154. I will contact the DSA Field Engineer to review the condition prior to filing a deviation notice and act on their guidance.

Specialty inspections and testing which are part of the project inspection process are scheduled and managed by the project inspector. There are prescribed aspects and frequencies of special inspections that are required by code and by project specific requirements. I work to set up a special inspections required log which allows accurate planning and tracking. Open communications and accurate scheduling with the testing lab are also important to the success of the project.

This process of looking ahead of the construction, planning the inspections, continually reviewing progress, and signing off aspects of work as they are completed continues through the duration of the project, all the way to required documents such as records of completion for fire alarm and fire sprinkler systems, or the State of California Elevator inspection and certification process. Project punchlist and correction, operations and maintenance manuals, and warranties and guarantees are integral to the close out of the project. DSA-6, final verified reports are filed as appropriate, and the 152 cards are signed off if all work is completed and all DSA required approvals are completed. Pending any District created and required documents which are identified in the DSA 301-N form, the project is closed with certification.

I believe that open communications and collaborations are the key to a successful project. Treating each person fairly and honestly has created over 100 successful DSA projects for me. I have worked in the role of Project Inspector on many projects, but also in the role of Construction Coordinator, Sr. Project Manager, Program Manager, and Bond Program Director. I am approaching 30 years of service to our California school system and in that time I have developed the ability to approach work environments in a variety of ways. I have used conversing, discussing, asking, wondering, coaching, showing, encouraging, requiring, admitting, apologizing, and congratulating. Each person, situation, and condition may need to have a little bit of more than one way of collaborating, myself included. I like to freely admit my mistakes which creates a more open collaboration.

The DSA 152 Inspection Card process and the requirements of DSA PR-13-01 have been in use for many years now and the kinks seem to be worked out well. There are nuances to how and when the cards are filled out and each project requires coordination with the DSA Field Engineer. When making inspections, often we find ourselves completing areas or section of a scope sequentially so the card section cannot be signed off, yet some of the work may be getting covered up. I have found that my inspection records and practices of documenting the work completed works well and is accepted by DSA Field Engineers so that the work can proceed, and the card gets signed off when the full scope is completed.

I have found that in a collaborative setting, all contractors and tradesmen are able to give ample notice of the need for an inspection. Combined with my continual inspection of the work, the inspection is a sign off process of work well done as reviewed earlier. Sometimes, a wrong material, or an assembly that does not fit, or even poor workmanship require remedial work to be done. In my inspection program, while forward progress toward solution is ongoing, there is not a deviation. If we are all working together, then non-compliant work should never get covered up. In the very rare case it does, then as discussed earlier, the DSA field Engineer is contacted, and next steps are collaborated on. We should never get to a Stop Work Notice from DSA.

CONSULTANT COMPANY HISTORY EXHIBIT "C"

tmd Construction Services was established in 2000, so I have been in business for more than 20 years now. I have been a Livermore resident for 35 years, served the Califoria public schools community since 1992.

As a one-person firm, I am the only DSA Inspector in the company. I have been a DSA Class 1 inspector since 1998 and my certification is #2196, valid until March 25, 2024.

I do not currently serve the Los Angeles County area

PROVIDE RESUMES OF PROJECT INSPECTORS (EXHIBIT "D")

TIM BOCZANOWSKI
5626 Bridgeport Circle
Livermore, California 94551
Telephone: (925) 570-1370
e-mail: ptboczanowski@gmail.com

PROFESSIONAL EXPERIENCE

tmd Construction Services 2019 to Present
Livermore, California
Project Inspector
DSA Class 1 Project Inspection Services for multiple projects for multiple clients including:

- Dublin Unified School District, multiple projects.
  - Frederiksen Elementary School Phase 1, construction value $28 Million, replacement of 32 classrooms and multipurpose building,
  - Frederiksen Elementary School Phase 2, demolition of old school, and construction of new Admin and Library buildings. Large scale sitework.
  - Dublin Elementary School Barrier Removal Project; ADA upgrade including stage chairlift, project complete.

- Fremont Unified School District, Walters Junior High School
  - Addition of three classroom buildings on an existing live campus. Two of the buildings are two story structural steel and one building in wood framed
  - Project is now closed out, construction value $18.3 Million

- Hayward Unified School District, Harder Elementary School Replacement
  - Tear down and replacement of entire elementary school. Three structural steel buildings, one two story wood frame building, two one story classroom buildings.
  - Project is complete, construction value $44 Million

Livermore Valley Joint Unified School District - Livermore, California 2016 to 2019
Bond Program Director

- Created new Department to manage and execute the work of a $245M bond measure.
- Responsible for the solicitation and selection process for environmental consultants, architects and engineers, contractors, inspectors, testing labs, and labor compliance.
- Provided design management, design review and approval; coordinates the work of architects, engineers, contractors, and consultants through all phases of projects.
- Worked closely with administration, principals, and staff to mitigate the impacts of construction and construction sequencing on educational programs by working collaboratively with the project consultants, contractors and vendors.
- Prepared and presented reports to the Board of Trustees, Citizen's Bond Oversight Committee, and other stakeholders on various district facilities and related projects, including recommendations for improving District construction standards, plans and specifications, and procedures.
- Project and program scope determination, staffing needs and assignments; cost estimating and budgeting; scheduling; bidding.
- Provided oversight of construction projects, reviews contractors' progress and resolves field issues.

tmd Construction Services 2001 to 2016
Livermore, California
Proprietor / Project Inspector / Program Manager
DSA Class 1 Project Inspection Services for multiple projects for multiple clients including;

- Dublin Unified School District, Eleanor Murray Fallon Middle School
    - Full ground up middle school campus, masonry and structural steel construction, fast track scheduling – school opened in 16 months, $38 million construction cost
- Dublin Unified School District, Wells Middle School Food Service and Lunch Shelter
    - New food service complex on existing middle school, masonry and structural steel construction, constructed on a live campus with a very small site area, $6 million construction cost
- Dublin Unified School District, Dougherty Elementary School Portables
    - Site prep and installation of six relocatable classrooms during summer recess, $2 million construction cost
    - All Dublin Projects; Ms. Kim McNeely Exec. Dir. of Facilities, 925-570-5032
- San Leandro Unified School District, San Leandro High School Modernization
- San Leandro Unified School District, Bancroft and Muir Middle Schools Modernization
    - All San Leandro projects, seismic upgrades and modernizations, shotcrete infill panels, mechanical system replacement, active school sites, $15 million construction cost
- Delhi Unified School District, Harmony Ranch Elementary School
    - Ground up full elementary school, wood frame classrooms, masonry and structural steel Multi-purpose building, opened in 15 months, $16 million construction cost
- Delhi Unified School District, Delhi Educational Park Phase 2
    - Science, technology, classrooms and Multi-purpose building expansion constructed at the same time as the elementary school project, $9 million construction cost
- Delhi Unified School District, El Capitan Elementary HVAC Modernization
    - HVAC systems replacement during a summer recess, $1 million construction cost
- Delhi Unified School District, El Capitan Elementary School Portables Project
    - Site work and installation of two relocatable classrooms, $250k construction value
- Travis Air Force Base, Q.C. Specialist, Visitor's Quarters Project
- Travis Air Force Base, Q.C. Specialist, 118 Family Housing Units
- Travis Air Force Base, Q.C. Specialist, Building 403 Project
    - All Travis Air Force Base projects; High voltage cabling installation, splicing and testing inspection; involved overnight outages, runway closures, time critical completions
- San Joaquin Delta College, Microscopy Technology Center Laboratory
    - Electron Microscope Laboratory and Classrooms Building, Structural steel braced frame, vibration isolated floor slabs, process gas and liquid piping systems, 4 pipe central plant heating and cooling system, $8 Million construction cost
- San Joaquin Delta College, Child Daycare Center Building
- San Joaquin Delta College, Shima Center Power Service Project
- San Joaquin Delta College, Campus ADA Improvements Project
    - Multiple smaller projects at Delta College simultaneously
- Ohlone College, FM200 Fire Suppression System Project
- Ohlone College, Fume Hoods Replacement Project
- Ohlone College, Boiler Replacement Project
- Ohlone College, Building 20 Fire Restoration Project
    - Multiple smaller projects at Ohlone College

Program Management Services to Dublin Unified School District

- Responsible for the solicitation and selection process for environmental consultants, architects and engineers, inspectors, testing labs, and labor compliance.
- Provides design management, design review and approval; coordinates the work of architects, engineers, contractors and consultants through all phases of projects.
- Responsible for the planning, development, management and maintenance of capital building project budgets including state and local bond funded projects and developer fee funded projects

PCM3 Construction Managers
San Jose, California 2000 to 2001

Senior Project Manager

Pre-Construction Services and Construction Management Services in the San Jose Unified School District

- Performed Constructability Reviews, Estimating, Scheduling, Bidding, Project Management
- Provided supervision and technical guidance to staff
- Responsible for all architect, contractor, vendor and campus coordination

Livermore Valley Joint Unified School District - Livermore, California 1992 to 2000

Construction Manager / Senior Construction Inspector

Managed the District's Construction Projects and Inspection Program for new schools, additions to schools, renovation and modernization of schools. Annual volume more than $10 million.

- Full scope project management, from user programs and needs information, to designer selection and direction into construction process and project completion through warranty.
- Directly responsible for all construction communications, campus and community liaison, construction coordination, project logistics and Building Code Compliance.
- General and Subcontractor negotiations, contracting, managing
- Provide project inspections and supervise other Inspectors.

E.W. Thorpe, Inc. - Santa Clara, California 1990 to 1992

Project Manager / Superintendent

- Project Manager for multiple projects ranging from $50,000 to $9,000,000
- Superintending duties included project scheduling, cost control, supervising and directing subcontractors and in-house manpower, liaison to all City and government agencies.
- New construction and renovations, commercial tenant improvements, retail/sales, high tech and laboratory.

Lincoln Property Company - Foster City, California 1986 to 1990

Construction Manager / Superintendent

- Managed and superintended a wide variety of projects including apartment complexes, concrete tilt-up warehouses, and tenant improvements.
- Onsite management of all aspects of projects including Building Code Compliance

Turnkey Designers and Contractors, Inc.- San Diego, California 1982 to 1986

Project Manager / Project Engineer / Project Inspector.

- Project team positions on Military and University of California projects from $2 -15 million.
- Project Inspections and Testing for Multiple Projects.
- Responsible for all technical aspects of projects as well as Client, Designer, and Subcontractor management, relations, and rapport.

EDUCATION

Bachelor of Science in Civil Engineering Technology, Wentworth College, Boston, MA.
Associates of Applied Science in Civil Engineering, Wentworth Institute of Technology, Boston, MA.
Completed Classes in Hazardous Materials Management, Risk Assessment,
Environmental Law, and Emergency Response Planning, UC Berkeley.

CERTIFICATIONS

DSA Class 1 Project Inspector #2196
Cal-OES Safety Assessment Program - Post Disaster Building Inspector

DSA 5-PI

PROJECT INSPECTOR QUALIFICATION AND APPROVAL

This form must be completed by the Design Professional in General Responsible Charge and the Project Inspector. Form must be signed and dated by the Project Inspector, School District/Owner, Design Professional in General Responsible Charge, and Structural Engineer (when applicable). The completed, signed form must be submitted to the Division of the State Architect (DSA) by the Design Professional in General Responsible Charge to ensure DSA approval of the Project Inspector prior to the commencement of construction work (for Original Request) or before continuation of construction work (for Replacement Inspector).

1. PROJECT INFORMATION *(Completed by the Design Professional.)*

School District/Owner: Dublin Unified School District	DSA File #: 1- 47
Project/School Name: Frederiksen Elementary School	DSA App. #: 01 - 118153
Project Class: 1	Estimated Construction Start Date of the work requiring inspection: March 13, 2020
Will Assistant Inspector(s) be required on this project? ☐ Yes ☑ No	
Type of DSA approval requested: ☑ Project Inspector ☐ Request for Approval of Replacement Project Inspector	DSA 5-PI Submittal Date: 02/24/2020 ☑ Initial Request ☐ Revised Request

2. PROJECT INSPECTOR'S INFORMATION *(Completed by the Project Inspector.)*

Name: Paul " Tim" Boczanowski		
Work Address: 5626 Bridgeport Circle		
City: Livermore	State: CA	ZIP: 94551
Work Phone:925-570-1370	Work Email: ptboczanowski@gmail.com	
DSA Certification Class: 1	DSA Certification #: 2196	Expiration Date: 03/25/2024

3. PROJECT INSPECTOR'S EXPERIENCE RECORD *(Completed by the Project Inspector.)*

List at least three previous projects that best qualify you to perform inspection services for the project described above. Identify projects by name and (where available) identification/project number(s).

A. Project Name: Walters Junior High School - Fremont Unified School District

DSA Application #: *(If applicable.)* 01-115744	Job Duties (Role):
Construction Cost: $ 16,000,000	☑ Project Inspector ☐ Assistant Inspector ☐ Field Superintendent ☐ Other:
Type: ☑ New Construction ☐ Alteration ☐ Relocatable Bldgs. New Construction Sq. Ft.: 37,000	
Structural systems of new construction or structural alterations: ☑ Wood Shear Wall ☐ Concrete/Masonry Shear Wall ☑ Steel Frame	Dates Employed: From: 05/01/19 To: 12/31/19
Employer: DSA School Inpectors, Inc.	Contact Name: Ted Curtis
Work Contact Email: tedcurtis@dsaschoolinspectors.com	Work Contact Phone: 408-903-9302

B. Project Name: Harder Elementary School

DSA Application #: *(If applicable.)* 01-117934	Job Duties (Role):
Construction Cost: $ 42,000,000	☑ Project Inspector ☐ Assistant Inspector ☐ Field Superintendent ☐ Other:
Type: ☑ New Construction ☐ Alteration ☐ Relocatable Bldgs. New Construction Sq. Ft.: 59,000	
Structural systems of new construction or structural alterations: ■ Wood Shear Wall ☐ Concrete/Masonry Shear Wall ■ Steel Frame	Dates Employed: From: 05/01/19 To: 12/31/20
Employer: Hayward Unified School District	Contact Name: Don Davis
Work Contact Email: don@trigroup.us	Work Contact Phone: 925-247-4586

PROJECT INSPECTOR QUALIFICATION AND APPROVAL

DSA File #: 1 47	DSA App. #: 01 - 118153

C. Project Name: Eleanor Murray Fallon Middle School	
DSA Application #: *(If applicable.)* 01-103538	Job Duties (Role):
Construction Cost: $38,224,708	☑ Project Inspector ☐ Assistant Inspector ☐ Field Superintendent ☐ Other:
Type: ☑ New Construction ☐ Alteration ☐ Relocatable Bldgs. New Construction Sq. Ft.: 150,000	
Structural systems of new construction or structural alterations: ☐ Wood Shear Wall ☑ Concrete/Masonry Shear Wall ☑ Steel Frame	Dates Employed: From: 08/01/03 To: 01/03/05
Employer: Dublin Unified School District	Contact Name: Kim McNeely
Work Email: kmcneely@lvjusd.org	Work Phone: 925-960-2913

4. PROJECT INSPECTOR'S TIME COMMITMENT/WORKLOAD *(Completed by the Project Inspector.)*

Specify your time commitment to this project:

☐ Full Time (40 hours per week) ☑ Part Time Anticipated average hours per week: 25-30

Will you be working concurrently on other school projects? ☑ Yes ☐ No

If yes, list each project below. *(Attach additional sheets if necessary.)*

DSA Application #	Project Name	Project Location (City)	Project Class	Avg. Hrs. per Wk.	% Complete
01-117934	Harder Elementary School	Hayward	1	25	30

Will you be working concurrently on non-school projects or other employment? ☐ Yes ☑ No

If yes, list each project below. *(Attach additional sheets if necessary.)*

Project Name	Project Location (City)	Type of Construction	Job Duties/Role	Avg. Hrs. per Wk.	% Complete

5. PROJECT INSPECTOR'S AFFIDAVIT

I hereby certify under penalty of perjury that all information reported in Sections 2, 3 and 4 of this form is true, and I understand and agree that any misstatement of material fact contained in this form will be sufficient cause for withdrawal of my DSA approval for this project. I further certify that I am aware that my DSA Project Inspector Certification must remain valid throughout the duration of my assignment to the project identified in Section 1 of this form.

If appointed, I will accept the responsibilities of Project Inspector and will perform the duties as prescribed by Education Code Sections 17280–17316 (for public schools), or 81130–81147 (for community colleges), or Health and Safety Code Sections 16000–16023 (for essential services buildings).

Signature: Tim Boczanowski Digitally signed by Tim Boczanowski Date: 2020.02.24 10:09:26 -08'00' Print Name: Tim Boczanowski Date: 02/24/20

PROJECT INSPECTOR QUALIFICATION AND APPROVAL

DSA File #: 1 47	DSA App. #: 01 - 118153

6. SCHOOL DISTRICT/OWNER'S AFFIDAVIT

The inspector named on this form has been selected by the School District/Owner, on condition of acceptance by the Design Professional in general responsible charge, and approval by DSA.

I further certify that: *(Check one that applies.)*

☑ The inspector will be employed/contracted directly by the School District/Owner.

☐ The inspector will be employed/contracted by the following entity, _____ which provides only project inspection services to the School District/Owner:

This individual is to provide competent, adequate project inspection during construction of this project. I understand that the Project Inspector will act under the general direction of the Design Professional in general responsible charge. The inspector shall be directly responsible to the School District/Owner.

I am aware that any replacement of the approved Project Inspector must be completed only upon approval of the replacement inspector by DSA and prior to continuation of construction work.

Signature: _____ Print Name: Chris Stevens Date: 2/24/20

Title: Chief Facilities Operations Officer

7. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE'S AFFIDAVIT

I find the inspector named on this form to be suitably qualified and satisfactory to perform the duties of Project Inspector on this project, as described in CCR, Title 24, Part 1, Sections 4-219 (for essential services buildings) or 4-342 (for public schools and community colleges). My assessment is based on: *(Check one.)*

☒ Interview: (Date of interview.) 2/24/20 OR ☐ Prior Professional Relationship.

I will provide general direction of the work of the Project Inspector.

If I become aware of any significant changes to the information reported herein I will submit a revised form DSA 5-PI to DSA. I will submit a form 5-PI to DSA for any replacement inspectors to ensure DSA approval of the replacement inspector prior to continuation of construction work.

Signature: _____ Print Name: Ning Xie Date: 2/24/20

8. STRUCTURAL ENGINEER'S AFFIDAVIT *(Complete when structural work is delegated to Structural Engineer on line 24a of form DSA 1.)*

I find the inspector named on this form to be suitably qualified and satisfactory to perform the duties of Project Inspector on this project, as described in CCR, Title 24, Part 1, Sections 4-219 (for essential services buildings) or 4-342 (for public schools and community colleges). My assessment is based on: *(Check one.)*

☒ Interview: (Date of interview.) 2/24/20 OR ☐ Prior Professional Relationship.

I will provide general direction of the work of the Project Inspector.

If I become aware of any significant changes to the information reported herein I will submit a revised form DSA 5-PI to DSA. I will submit a form DSA 5-PI to DSA for any replacement inspectors to ensure DSA approval of the replacement inspector prior to continuation of construction work.

Signature: _____ Print Name: Robert J. Riegel Date: 2/24/20

APPROVAL BY DIVISION OF THE STATE ARCHITECT	Signature of the DSA Field Engineer:	Jyouru Lyang	
	Print Name:	Jyouru Lyang	Date: 02/26/2020

Submit this form electronically to the DSA Regional Office with construction oversight authority for the project:			
☐ DSA OAKLAND Oakfielddocs@dgs.ca.gov	☐ DSA SACRAMENTO Sacfielddocs@dgs.ca.gov	☐ DSA LOS ANGELES LAfielddocs@dgs.ca.gov	☐ DSA SAN DIEGO SDfielddocs@dgs.ca.gov

DSA 6-PI+211

PROJECT INSPECTOR VERIFIED REPORT WITH ATTACHMENT FOR ADDITIONAL COMMENTS/INFORMATION

This form shall be completed by the Project Inspector, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-336 or 4-240, and DSA Procedure *PR 13-01: Construction Oversight Process*. The *DSA 211: Attachment for Additional Comments/Information* is included in this form as a courtesy; attach further documentation as applicable. The completed form shall be submitted to the Design Professional in General Responsible Charge, DSA, and the school board.

School District/Owner: Hayward Unified School District	DSA File #: 1 - 13
Project Name/School: Harder Elementary School	DSA App. #: 01 - 117934
Date of Report: 05/04/2021	Number of Attached Pages: (*If none beyond page 2, enter one.*) 1
DSA 152 Card #(s): (*List all inspection card numbers for which this verified report applies.*) DSA 152 Card #'s 1,2,3,4,5,6,7	

DSA-approved construction documents, referred to below, are those portions of the construction documents, duly approved by DSA, that contain information related to and affecting the Structural Safety, Fire/Life Safety, and Accessibility portions of the project.

1.	**PROJECT INSPECTOR IS EMPLOYED FOR THE FOLLOWING PROJECT SCOPE:** *(Check applicable box.)*	
☒	**Entire scope of the work** shown in the *DSA-approved* construction documents.	
☐	**Partial scope of the work** shown in the *DSA-approved* construction documents. Briefly describe. *(Use page 2 of this form, if necessary.):*	
2.	**REASON FOR FILING THIS VERIFIED REPORT:** *(Check applicable box.)*	
☐	**Final Verified Report:** Construction of all work, shown in *DSA-approved* construction documents, is complete.	
☒	**Building(s) Occupied** prior to completion of construction of all work shown in the *DSA-approved* construction documents. List occupied buildings and date of occupancy *(Use page 2 of this form, if necessary.):* All buildings to be occupied on 05-07-21	
☐	**Termination of Project Inspector's Services** prior to completion of construction of all work shown in the *DSA-approved* construction documents.	Last Construction Activity Date:
☐	**Construction Work Suspended** for more than one month.	Last Construction Activity Date:
☐	**DSA Request** dated:	
3.	**DEFERRED SUBMITTALS:** *(Check applicable box.)*	
☐	This project does not require deferred submittals.	
☒	All deferred submittals are approved by DSA.	
☐	The following deferred submittals are **not approved** by DSA *(Use page 2 of this form, if necessary.)*:	
4.	**SCOPE OF COMPLETED WORK:** *(Check applicable box.)*	
☐	All work shown in the *DSA-approved* construction documents is complete.	
☒	There is work shown in the *DSA-approved* construction documents that is not complete **and** ALL buildings with work shown in the *DSA*-approved plans are occupied. The incomplete work is *(Check one or more of the following.):* ☐ Work involving one or more of the buildings (*List the buildings and incomplete work on page 2 of this form.)* ☐ Work involving the site (*List the incomplete work on page 2 of this form.)*	
☐	There is work shown in the *DSA-approved* construction documents that is not complete **and** SOME BUT NOT ALL buildings with work shown in the *DSA-approved* plans are occupied. The incomplete work is *(Check one or more of the following.):* ☐ Work involving one or more of the occupied buildings (*List the buildings and incomplete work on page 2 of this form.)* ☐ Work involving other buildings not occupied (*List the buildings on page 2 of this form.)*	
5.	**DEVIATIONS AS OF THE DATE OF THIS REPORT:** *(Check applicable box.)*	
☒	There are no outstanding or unresolved deviations related to work shown in the *DSA-approved* construction documents.	
☐	There are unresolved deviations related to work shown in the *DSA-approved* construction documents. They are documented by form *DSA 154: Notice of Deviations.* Provide list of DSA 154 Notice numbers and attach copies:	

I attest that based on my own personal knowledge (as defined in California Code of Regulations, Title 24, Part 1, Sections 4-336 and 4-214) that, except as marked in Sections 3, 4 and 5, as of the date of this report, the work has been performed and materials have been used and installed, in every material respect, in compliance with the *DSA-approved* construction documents. I declare under penalty of perjury that I prepared this report and that all statements are true.

Signature: Tim Boczanowski Digitally signed by Tim Boczanowski Date: 2021.05.04 09:54:17 -07'00' Date: 05/04/2021

Print Name: Tim Boczanowski DSA Certification No.: 2196

PROJECT INSPECTOR VERIFIED REPORT WITH ATTACHMENT FOR ADDITIONAL COMMENTS/INFORMATION

ATTACHMENT DSA 211 TO DSA 6-PI

For use in making additional comments or providing additional information to the DSA 6-PI.

School District/Owner: Hayward Unified School District	DSA File #: 1 13
Project Name/School: Harder Elementary School	DSA App. #: 01

This is an attachment to DSA form (check only one box): Form Date: 05/04/2021

☐ Form DSA 6-AE	☐ Form DSA 201	☐ Form DSA 206	☐ Form DSA 250
☐ Form DSA 6-C	☐ Form DSA 202	☐ Form DSA 207	☐ Form DSA 291
☒ Form DSA 6-PI	☐ Form DSA 203	☐ Form DSA 208	☐ Form DSA 292
☐ Form DSA 151	☐ Form DSA 204	☐ Form DSA 209	☐ Form DSA 293
☐ Form DSA 152	☐ Form DSA 205	☐ Form DSA 210	
☐ Form DSA 154		☐ Other (describe):	
☐ Form DSA 155			

Use the space below to provide the additional comments or information.

All buildings have been completed, inspected and tested. Items of work that remain are

1. Door K100 swings wrong way, which impacts strike side clearance for door pull side. New door has been ordered so the swing can be corrected.

2. Storefront doors on Kinder bldgs and Multipurpose building have not been adjusted for required max opening force.

Submit completed form to the DSA Regional Office with construction oversight authority for the project.

This Certificate of Appreciation is Hereby Presented to

Mr Tim Boczanowski

for his Deep Devotion to Delivering the Project Specifications and State Standards, for his Keen Eye for Detail, and for his Persistence in Helping the Contractor build the Best Possible Buildings, while he served as the Inspector of Record for the New Harder School,

All of which contributed greatly to a Successful Project for Harder Elementary School, for Hayward Unified School District, and for the Citizens of Hayward, California.

Tim's Professionalism, Expertise and Experience, Dogged Determination, and Client Orientation greatly contributed to his Outstanding Performance as a Member of this Construction Team.

Presented with heartfelt thanks this 2nd day of March 2021

Dr Matt Wayne,
Superintendent
Hayward Unified School District

Dr June Roño,
President
TRi Group, Inc.

PROJECT INFORMATION AND REFERENCES (EXHIBIT "E")

Please see resume information in exhibit D for projects data.

References include:

DSA Field Engineer Jyou-Ru Lyang, DSA Oakland, 510-622-4818

DSA Field Engineer Chihhung Cheng, DSA Oakland, 510-286-5841

Mr. Jack Jeha, Project Manager, Dublin Schools, 925-719-4030

Mr Don Davis, Senior Project Manager, TRiGroup, Hayward Schools, 510-396-4191

Mr. Matthew Harris, Project Architect, Lionakis Architects, 209-777-1785

Ms Kim McNeely, Bond Program Director, Livermore Schools, 925-570-5032

LITIGATION HISTORY (EXHIBIT "F")

tmd Construction Services proudly makes the statement that in the 20 plus years in business, we have not been involved with or party to any legal actions or litigations whatsoever. We have not been terminated from any contract, we have not filed any claims nor have any filed against us.

INSURANCE CERTIFICATION REQUIREMENTS (EXHIBIT "G")

tmd Construction Services carries the insurances listed in the RFP and will meet the requirements identified in the RFP. Please see sample insurance certificate included.

EXCEPTIONS TO THE MASTER SERVICES AGREEMENT (EXHIBIT "H")

The Master services agreement is generally acceptable; however it is written for "Special Inspections and Testing" which is a different scope than what is requested in the RFP and is not included in the proposal. The Master Services Agreement also has the compensation amount filled in as $31,000.00, which I assume is a simple oversight.

FINANCIAL STRENGTH (EXHIBIT "I")

Please see the attached Financial Statement. This Financial Statement is considered "CONFIDENTIAL". Please include this as information that is not made public.

FEE SCHEDULE PROPOSAL

As requested, the Fee Schedule for this proposal is being submitted in a separate sealed packet.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Hiscox Insurance Company Inc / 10200
INSURED TMD Construction Services 5626 Bridgeport Circle Livermore CA 94551	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			UDC-4188099-EO-21	06/13/2021	06/13/2022	Each Claim: Aggregate:	$ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
TMD Construction Services
5626 Bridgeport Circle
Livermore CA 94551

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			UDC-4188099-CGL-21	06/13/2021	06/13/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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GENE MORGAN INS AGCY
2020 FOURTH ST
LIVERMORE, CA 94550

PROGRESSIVE COMMERCIAL

Named insured

PAUL T BOCZANOWSKI
TMD CONSTRUCTION SERVICES
5626 BRIDGEPORT CIRCLE
LIVERMORE, CA 94551

Policy number: 00810897-2
Underwritten by:
United Financial Cas Co
April 8, 2021
Policy Period: Jun 13, 2021 - Jun 13, 2022

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

1-925-447-2565
GENE MORGAN INS AGCY
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by June 13, 2021.

Your coverage begins on June 13, 2021 at 12:01 a.m. This policy expires on June 13, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852CA (02/19), 4757 (02/19), 1198 (01/04), Z311 (02/19), Z313 (02/19), 4852CA (02/19), 4881CA (02/19) and Z228 (01/11).

The named insured organization type is a sole proprietorship.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			$996
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$100,000 each person/$300,000 each accident		135
Uninsured Motorist Property Damage	Rejected		--
Medical Payments	$2,000 each person		28
Comprehensive			69
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			337
See Auto Coverage Schedule	Limit of liability less deductible		
Rental Reimbursement			71
See Auto Coverage Schedule			
Roadside Assistance			18
See Auto Coverage Schedule			
Subtotal policy premium			**$1,654.00**
California Vehicle Assessment Fee			1.76
Fees			40.00
Total 12 month policy premium and fees			**$1,695.76**

Continued

FINANCIAL STRENGTH (EXHIBIT "I")

CONFIDENTIAL

Annual Profit and Loss Statement

tmd Construction Services

January 1, 2020 - December 31, 2020

Financial Statements in U.S. Dollars

Revenue		
Income from Services	315306	
Net Income		315306
Expenses		
Charitable Contributions	110	
Employee Benefit Programs (SEP IRA)	40000	
Insurance (Medical, Dental, Vision)	16744	
Insurance (Business)	10397	
Office Expense	3589	
Taxes	37500	
Seminars	1500	
Uniforms	1434	
Tools	1968	
Utilities	3939	
Vehicle Expenses	19661	
Wages	111703	
Total Expenses		248545
Net Operating Income		66761
Other Income		
Gain (Loss) on Sale of Assets	8500	
Total Other Income		8500
Net Income (Loss)		75261

Prepared By; Tim Boczanowski

Tim Boczanowski

The information contained herein will be valid for a period of at least six months

tmd
CONSTRUCTION
SERVICES

I wish to thank the Jefferson Elementary School District for receiving this Proposal and taking the time to review the information it contains. I believe that my qualifications go far beyond the minimum requirements to perform the services needed. My knowledge of building codes, major services, and activities required to construct and inspect all types and sizes of school construction projects exceed those of many inspectors. I am sometimes asked why I do it? It is the love of the construction site, the satisfaction is helping to create something, and perhaps the most important thing is the contribution to the students that the school will serve. My years in the business of school construction has given me a great understanding of the intricacies of getting from the ground breaking to the successful completion and close out of a project.

I look forward to the next steps in the process. In reviewing the DSA tracker and your Board of Education meetings agenda, I can see that the project is getting ready to begin. I know that my contribution to the Jefferson Elementary School District will serve to make a better project, but should we not get together on this one, please keep me in mind for the next one and I wish you much success and hope that the project is the best one ever!

Gratefully,

Tim Boczanowski

Tim Boczanowski
tmd Construction Services
5626 Bridgeport Circle
Livermore, CA., 94551
ptboczanowski@gmail.com

tmd
CONSTRUCTION
SERVICES

FEE SCHEDULE PROPOSAL

CORRAL HOLLOW ELEMENTARY SCHOOL

May 24, 2021

Ms. Whittington,

I have prepared a fee schedule for the Corral Hollow Elementary School Project based on the assumption of a 16-month project schedule. Please see the attached spreadsheet illustrating the proposed time commitment to the project. Should the schedule be shorter or longer, or if the project turns out to be much simpler or more difficult, then the fees could adjust accordingly. The Fee Schedule is prepared using a base rate of $150.00 per hour for regular time hours. The Fee Schedule does not include premium time hours. Premium time hours would be billed at the same rate of $150.00 per hour. There are no additional or administrative fees, just the all-inclusive hourly rate. Over the 16-month estimated duration, the Total Fee would be $357,600.00 which averages out to $22,350.00 per month.

Respectfully submitted,

Tim Boczanowski
Project Inspector
tmd Construction Services
ptboczanowski@gmail.com
925-570-1370

tmd CONSTRUCTION SERVICES

Propsal for Inspection Services for Corral Hollow Elementary School Project

May 24, 2021		2021 Proposed Hours Corral Hollow Elementary												
		J	F	M	A	M	J	J	A	S	O	N	D	Total
Project Inspector	Tim Boczanowski													
Work days per month				0	0	0	22	21	22	20	21	20	21	
Regular Hours per day		0	0	0	0	0	4	8	8	8	8	8	8	
Total Regular Hours per month		0	0	0	0	0	88	168	176	160	168	160	168	
Total regular hours cost					0	0	13200	25200	26400	24000	25200	24000	25200	
Premium Hours per day					0	0	0	0	0	0	0	0	0	
Total Premium Hours per month					0	0	0	0	0	0	0	0	0	
Total premium hours cost					0	0	0	0	0	0	0	0	0	
	projected cost	0	0	0	0	0	13200	25200	26400	24000	25200	24000	25200	163200
										Total Fee 2021			$163,200	

May 24, 2021		2022 Proposed Hours Corral Hollow Elementary												
		J	F	M	A	M	J	J	A	S	O	N	D	Total
Project Inspector	Tim Boczanowski													
Work days per month		21	19	23	21	20	22	19	23	20	21	20	22	
Regular Hours per day		8	8	8	8	8	6	6	6	4	0	0	0	
Total Regular Hours per month		168	152	184	168	160	132	114	138	80	0	0	0	
Total regular hours cost		25200	22800	27600	25200	24000	19800	17100	20700	12000	0	0	0	
Premium Hours per day					0	0	0	0	0	0	0	0	0	
Total Premium Hours per month					0	0	0	0	0	0	0	0	0	
Total premium hours cost					0	0	0	0	0	0	0	0	0	
	projected cost	25200	22800	27600	25200	24000	19800	17100	20700	12000	0	0	0	194400
										Total Fee 2022			$194,400	

Total Project Fee	$357,600