

INSPECTION SERVICES AGREEMENT

THIS AGREEMENT is entered into on this 4th day of February, 2021, by and between the Davis Joint Unified School District ("District") and MCF Construction Services, ("Consultant") for professional inspection services.

ARTICLE 1 **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

The Consultant agrees to further the interests of the District by furnishing the Consultant's skill and judgment in cooperation with, and in reliance upon, services of the District's staff. The Consultant agrees to provide the District with inspection services in connection with the **Birch Lane Multipurpose Building Project** ("Project"), DSA Application #02-118523.

1. SCOPE OF CONSULTANT'S SERVICES

- 1.1. The Consultant is responsible for ensuring that all inspections and administrative duties required by the code or the Construction Contract Documents are completed, including supervision of any assistant inspectors and monitoring of any special inspectors. The Consultant's services shall include but not be limited to the following tasks:
 - 1.1.1. Provide resident inspection services to ensure construction compliance with code, plans, specifications and quality control required of public schools in the State of California. Perform all services required of the Project Inspector in the Construction Contract Documents. Perform all services required of the Project Inspector by DSA, including without limitation as referenced in Exhibit F (DSA Interpretation of Regulations A-8). Issue correction and stop work notices and notify the District or its representative in writing if work does not conform to the Contract Documents (including DSA-approved plans and specifications) or the law (including building codes). If the Contractor fails to immediately correct the deviation, Consultant shall notify the District or its representative in writing of the continued deviation and send copies of such notice to the Architect and the Division of the State Architect ("DSA") on the forms and/or in the format required by DSA. The Consultant shall contact DSA by email, with a copy to the District, at least 48 hours prior to scheduled work covering up any uncorrected deviation.
 - 1.1.2. Maintain the "Inspector's Job File" at the job site, including all records required by DSA or by applicable law. At the completion of the Project, Consultant shall transfer the job file, with the exception of building codes and reference standards, to the District.
 - 1.1.3. Verify that Contractor's As-Built record documents are updated, and review As-Built record documents monthly prior to processing of Contractor's payment request.
 - 1.1.4. Maintain liaison with the Architect, Testing Lab, District or its representative and other regulatory agencies and governing bodies as necessary to maintain Project continuity.

- 1.1.5. Submit, on a daily basis, an activity report to the District, or its representative, including the following information:
 - 1.1.5.1. Activities performed by the Contractors, and areas where work is performed, referenced to the plans and/or specifications.
 - 1.1.5.2. Manpower assigned to each Contractor and Subcontractor, including numbers of individuals in each trade and type of work performed.
 - 1.1.5.3. Weather conditions.
 - 1.1.5.4. Equipment and materials delivered to the site.
 - 1.1.5.5. Construction equipment and vehicles utilized and duration on Project.
 - 1.1.5.6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - 1.1.5.7. Verbal communication and clarifications of the work given to the Contractor.
 - 1.1.5.8. Inspection by representatives of regulatory agencies.
 - 1.1.5.9. Occurrences or conditions that might affect Contract Sum or Contract Time.
 - 1.1.5.10. Visitors to the site, titles, and reasons for visit.
 - 1.1.5.11. Project Inspector's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, e.g., Plans, specifications, change orders and job conditions affecting the interests of the District.
 - 1.1.5.12. Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 - 1.1.5.13. Times of day the Consultant was present on site.
- 1.1.6. Notwithstanding anything expressed or implied to the contrary, the Consultant shall comply with all federal, state, county and local governmental requirements bearing on the performance of his/her work.
- 1.1.7. Review and monitor Contractor's construction methods and procedures during all construction activities.
- 1.1.8. Attend all meetings as required by the Construction Contract Documents or requested by District or its representative, e.g. pre-construction meetings, payment

review meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-installation meetings, schedule review meetings, etc.

- 1.1.9. Assist the District, or its representative, in scheduling all required site tests and testing laboratory visitations required by the contract documents. Observe and record dates and times of all test procedures and results.
- 1.1.10. Inspect, verify, and document Contractor's delivered equipment and materials to ensure that they meet submittal and specification requirements. Such inspection must occur within twenty-four (24) hours of Contractor's delivery to the job site.
- 1.1.11. Review and initial the Contractor's Monthly Progress Payment Requests at payment review meetings.
- 1.1.12. Assist the District, or its representative, in the review of Contractor's Submittals.
- 1.1.13. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the District or its representative.
- 1.1.14. At completion of Project, deliver a copy of all inspection records and Project correspondence to the District.
- 1.1.15. Prior to commencement of work, Consultant will cooperate with the District and/or its representative to develop an inspection plan for all inspections required for the construction of the Project(s).
- 1.1.16. Initiate and file all Project-related required inspection forms, verified reports, and semi-monthly and quarterly reports with DSA prior to their due date, in the required form and format (e.g., hard copy or electronically, such as through DSA's electronic submittal system), with copies to the District or its representative, and the Architect.
- 1.1.17. Monitor and sign contractor's daily extra work forms for tracking time and material change order work.
- 1.1.18. Attend regular Project Inspector meetings conducted by District, or its representative, for purposes of coordination and training.
- 1.1.19. At Project completion, Consultant will verify Record Documents have been accurately updated by Design Consultant using Contractor's and Consultant's As-Built record documents along with any Project documentation necessary as reference.

By entering into this Agreement, the Consultant represents that any services required herein that are not prescribed by DSA and/or applicable codes are not anticipated to interfere in any way with the Consultant's ability to perform the Consultant's DSA and/or code-prescribed duties.

ARTICLE 2
TERMS AND CONDITIONS OF WORK

2. RESPONSIBILITIES/QUALIFICATIONS/STATUS OF CONSULTANT

2.1. The Consultant must meet the qualifications for an on-site Project Inspector (Inspector of Record) as provided in the State Building Code Part 1, Title 24, Section 4-333 of the California Code of Regulations. The Consultant shall have a General Inspector Class 1, 2, or 3 Certificate from DSA and shall only perform duties of the DSA certificate for which he/she is qualified.

2.2. The Consultant shall be the District's agent in providing the Consultants' Services described in this Agreement. The Consultant accepts the relationship of trust, confidence and good faith and fair dealing which is established by this Agreement. The Consultant represents, warrants and maintains that he/she is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the Project. The Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by public school inspectors in the State of California. The Consultant warrants that he/she will exercise his/her best professional efforts so that all of his/her work will conform to those professional standards, that he/she will perform his/her services in an expeditious and economical manner, that he/she will cooperate with any contractor, design professional or other representative employed by the District. The Consultant further represents and warrants to the District that he/she has all licenses, permits, qualifications, and approvals of whatever nature are legally required to practice his/her profession. The Consultant further represents that he/she shall keep all such licenses and approvals in effect during the term of this Agreement.

2.2.1. The District retains the Consultant on an independent contractor basis and the Consultant is not an employee of the District.

2.2.2. The Consultant shall obtain approval of District before entering into contracts with any other District during the term of this Agreement. District will not approve a contract with another district that may cause the Consultant to exceed the maximum total number of hours that DSA will allow project inspectors to work on simultaneous projects.

2.2.3. The Consultant shall neither subcontract any portion of this work nor employ assistants to perform any duties other than clerical under this Agreement. The Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance for services and as required by law. The Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. All such salaries and obligations shall be at the Consultant's own expense.

2.2.4. Notwithstanding the foregoing, Consultant may contract with a sub-consultant to perform services required hereunder during Consultant's short-term

absences, such as for illness or vacation. If Consultant intends to engage such a sub-consultant, who may be an employee of Consultant or an independent contractor, then Consultant shall notify District as soon as possible and shall introduce the proposed sub-consultant to District and obtain District's written approval before the sub-consultant performs any work hereunder. Consultant shall provide District as much advanced notice as possible when sub-consultant will be substituting for Consultant, but in no event shall sub-consultant perform any services on the Project until District has been provided with, and acknowledged, notice of the specific period for which the sub-consultant will be substituting for Consultant. For purposes of this paragraph, notice and acknowledgement may be provided by email. Consultant acknowledges that its agreement with any such sub-consultant shall require sub-consultant to adhere to all conditions of this Agreement.

2.2.5. The Consultant shall not have a financial or investment interest in any of the persons, Contractors or companies with responsibilities for the Project, nor shall the Consultant have the authority to assist the Contractor in the performance of the Contractor's work, nor to undertake any responsibilities of the Contractor, its employees, or sub-contractors. It shall be understood, however, that the Consultant, acting on behalf of the District, shall make every attempt to identify and help solve problems preventing the orderly progress of the Project.

2.2.6. The Consultant affirms that, to the best of Consultant's knowledge, there exists no actual or potential conflict of interest between family, business or financial interests of the Consultant and the services under this Agreement. In the event of any change in either interests or services under this Agreement, the Consultant affirms that Consultant will raise with the District any question regarding any possible conflict of interest that may arise as a result of such change.

2.2.7. The Consultant shall not disclose or permit the disclosure of any information designated by the District as confidential, except to Consultant's agents or employees who need such confidential information to properly perform their duties relative to this Agreement.

2.2.8. The Consultant shall not have the authority to grant permission of modifications, changes or deviations from the Construction Contract Documents.

2.3 RESPONSIBILITIES OF DISTRICT

The District shall provide the Consultant with documented Project information in its possession that is reasonably necessary for the performance of the work described herein. The District shall designate a representative as the Consultant's primary contact for all Project information; the representative shall be responsible for examining all documents submitted by the Consultant and shall render decisions and additional information in a prompt and effective manner as required to support the Project. The District shall provide prompt payment for all approved invoices, as provided for in this Agreement.

2.4 TERMINATION OF AGREEMENT

This Agreement may be terminated as follows:

2.4.1. Job completion - This Agreement is intended to terminate under normal circumstances upon the actual final completion of the Project, evidenced by the completion and correction of all deficiencies or "punch list" items; by Final Acceptance by the District; and by submission of all required documents to DSA in notification of or connection with completion.

2.4.2. Loss of Construction Inspector Certification - This Agreement shall automatically terminate and the payment shall cease should the Consultant lose his/her California state certification or approval by the Office of the State Architect to perform required duties.

2.4.2.1. At the sole discretion of the District, without cause, upon providing 30 days' written notice to the Consultant;

2.4.2.2. By mutual written consent of the parties;

2.4.2.3. At any time with written notice to the other party on a material breach by the other party of any of the provisions hereof.

2.4.3. If this Agreement is terminated pursuant to this subdivision, the Consultant shall be compensated for all work properly performed prior to the effective date of termination.

2.4.4. Upon receipt of a termination notice under this subdivision, the Consultant shall (i) promptly discontinue all services affected, unless the notice directs otherwise; (ii) personally provide a copy of the entire Job File required to be maintained by DSA (with the exception of building codes and standards) to the assuming project inspector; and (iii) deliver or otherwise make available to the District all data, documents, reports and such other information and materials as may have been prepared or accumulated by the Consultant in performing this Agreement, whether completed or in process, including without limitation a copy of the Job File (with the exception of building codes and standards).

2.4.5. The District may in writing order the Consultant to suspend all or any part of the Consultant's services for the convenience of the District or for work stoppage beyond the control of the District or the Consultant. If the performance of all or any part of the Consultant's services is so suspended, any adjustment in the Consultant's compensation shall be made for the increase, if any, in the cost of the Consultant's performance of this Agreement caused by such suspension, and this Agreement shall be modified in writing accordingly.

2.5 DEFENSE AND INDEMNITY

2.5.1. The Consultant shall indemnify, defend, and hold harmless the District, its Board of Education, officers, agents, employees, Architect, Construction Manager and other consultants from and against any and all claims asserted by firms or persons claiming

through the Consultant, and all claims, liabilities, damages, losses, causes of actions and demands, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or judgments, incurred in connection with, or in any manner arising out of, the negligent acts or omissions of the Consultant in connection with this Agreement; however, the Consultant shall not be obligated under this Agreement to indemnify the District, its agents, Contractors, Architects, or others involved in the Project, to the extent that the damage is caused by the active or sole negligence or willful misconduct of the District or its agents or servants other than the Consultant.

2.5.2. In claims against any person or entity herein indemnified that are made by an employee, agent, independent contractor, subcontractor or supplier, or anyone else for whose acts the Consultant may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Consultant or the Consultant's agents, independent contractors, subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

2.5.2.1. The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth herein.

2.5.2.2. The defense and indemnification requirements herein set forth shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

2.5.3. It is further understood that the District's acceptance of, or payment for any services performed by the Consultant under this Agreement shall not be construed to operate as a waiver of any rights the District may hold under this Agreement or of any cause of action arising out of the Consultant's performance of this Agreement.

2.5.4. With the exception to the Consultant's personal negligence or omissions, the District shall name the Consultant as an Additional Insured to its insurance policy.

2.6 TIME

2.6.1. Time is of the essence in this Agreement.

2.6.2. The Consultant shall begin its services on [date] and last until Project completion, unless earlier terminated, which is expected to be no later than [date]. The time performing services under this Agreement may only be extended in writing by the District at its discretion.

2.6.3. The District reserves the right to employ other consultants in connection with the Project, or to perform work related to the Project with the District's own forces. The Consultant shall notify the District if any such independent action will in any way compromise the Consultant's responsibilities under this Agreement.

2.7 CHANGES TO THE AGREEMENT

This agreement represents the entire and integrated contract between the Davis Joint Unified School District and the Consultant. Unless otherwise provided herein, this Agreement may be changed or amended only by written, mutual consent of the District and the Consultant; no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

2.8 ASSIGNMENT

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the District, except that claims for money due or to become due to Consultant from the District under this Agreement may be assigned by the Consultant to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the District. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

2.9 NOTICES

All certificates, endorsements, cancellations, and other notices required under this Agreement shall be delivered to the following addresses:

DJUSD
David Burke, Executive Director of
Capital Operations
1919 5th Street
Davis, CA 95616

MCF CONSTRUCTION SERVICES
Matthew C. Fabian, Owner
4991 Keane Drive
Carmichael, CA 95608

Written notice under this Agreement may be accomplished by personal delivery, United States mail (first class postage prepaid, return receipt requested), or overnight mail to the address stated above. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to the specified address during normal business hours; three business days after mailing by U.S. mail; or one business day after service by overnight mail.

2.10 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

In the performance of the work authorized under this Agreement, the Consultant shall not discriminate against any worker because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2.11 DISPUTES

2.11.1. Mediation. The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

2.11.2. Arbitration. In the event that a Claim remains unresolved after mediation, pursuant to Public Contract Code sections 22200 *et seq.*, the Claim shall be decided by binding arbitration in accordance with Public Contract Code sections 10240-10245.4, and the implementing regulations contained in Title 1 of the California Code of Regulations then in effect. The hearing in any arbitration under this provision shall be held in Sacramento County.

2.12 RECORDS/COPIES

All reports, drawings, renderings, or other documents or materials prepared by the Consultant thereunder shall become the property of the District. The District shall have the right to obtain for its records copies of all materials which may be prepared by the Consultant under this Agreement.

2.13 TAX PAYER I.D. NUMBER

The Consultant shall deliver to the District the Consultant's IRS Taxpayer I.D. Number prior to any payments being made by the District under this Agreement.

2.14 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, and constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions, heretofore and between the parties related to the subject matter of this Agreement.

2.15 SEVERABILITY

If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provisions provided that the severance of such provision(s) does not result in a material failure of consideration under this Agreement to either Consultant or the District.

ARTICLE 3.

COMPENSATION AND PAYMENT

The amount to be paid to the Consultant, as prescribed herein, shall be total compensation for all services and expenses incurred in the performance of the work described in this Agreement.

- 3.1 Total compensation due and to be paid for Basic Services and Reimbursable Expenses under this Agreement shall not exceed \$113,000.00 unless modified by written change order. No additional fees will be charged for overtime, weekend, or holiday work; and no additional fees will be charged for cell phone, travel, or other project related expenses.
- 3.2 From the date this Agreement is accepted by the Consultant and the District, billable time shall not be more than a total of forty (40) hours per week through the duration of the assigned Project, absent prior approval from the District.
- 3.3 Invoices for compensation shall be submitted monthly to the District, in arrears, for services provided and expenses incurred during the previous month. If the District requires additional information or documentation to verify and approve the compensation request, the Consultant shall promptly provide such information or documentation. No invoices will be approved unless all required reports for the invoice period have been received. The District agrees to pay the Consultant within thirty (30) calendar days of receipt of an approvable invoice (See 3.5.1) when accompanied by all required backup documentation.
- 3.3.1 An approvable invoice shall consist of the following:
- 3.3.1.1 Vendor name and number to be provided
 - 3.3.1.2 Purchase order number by site
 - 3.3.1.3 School site identified
 - 3.3.1.4 Billing period
 - 3.3.1.5 Hours posted by site
 - 3.3.1.6 Summary breakdown of hours for all sites
- 3.4 If any required reports are not received within five (5) days of due dates described below, then the Consultant acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Consultant and the District that the Consultant shall pay to the District as fixed and liquidated damages, and not as a penalty, fifty dollars (\$50.00) for each day past the due date of the late report(s). The District may withhold such liquidated damages from any payment otherwise due to Consultant.

Report	Due Date
Daily	Not later than noon the next working day
Semi-monthly	On the 1 st and the 16 th of each month
Quarterly verified	On the 1 st of February, May, August, and November

- 3.6. Payments are to be made payable to the Consultant within 30 days of receipt of invoice.

ARTICLE 4.

FINGERPRINTING

4.1 Education Code section 45125.1 shall apply to this Agreement. The District's administrator initiating and/or responsible for this Agreement shall, pursuant to section 45125.1 and the District's policy and guidelines, determine whether fingerprinting is required of the Consultant and/or his/her employees. Once such determination is made, the administrator shall verify his/her determination on the signature page of this Agreement. If the administrator concludes that fingerprinting is required, the following shall apply:

The Consultant shall, prior to commencement of work pursuant to this Agreement, require any person affiliated with the Consultant (or, in the appropriate cases, him or herself) to be fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Consultant shall so certify by signing and submitting the Consultant Certification attached to this Agreement and incorporated herein by reference. In addition, the Consultant shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses. Any person whose name is not on the cleared list may not have such access. In that case, the Consultant must make arrangements with the District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

4.2 Failure to comply with these provisions, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Consultant shall constitute grounds for termination of this Agreement.

ARTICLE 5.

INSURANCE

5.1 The Consultant shall obtain, and maintain during the entire term of this Agreement, the following insurance:

5.1.1 Workers' Compensation Insurance: If Consultant has employees, then, in accordance with the provisions of Section 3700 of the Labor Code, the Consultant shall secure the payment of compensation to its employees by providing Workers' Compensation insurance and occupational disease insurance, as required by law.

The Consultant shall sign and file with the District the following certificate on the form provided by the District:

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 work of this Agreement.

5.1.2 Commercial General Liability Insurance, with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Consultant shall obtain coverage including a) premises and operations, b) broad form property damage liability, and c) personal injury liability. Coverage shall state that the Consultant's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall contain a severability of interest/cross liability clause to the effect that each Insured and Additional Insured is covered as if separate policies had been issued to each.

5.1.3 Commercial Automobile Liability insurance covering Bodily Injury and Property Damage coverage which includes coverage for any owned, hired, borrowed and non-owned automobile, with combined single limit of not less than \$1,000,000.

5.2 With the exception of insurance provided by The State Compensation Insurance Fund of California, insurance is to be placed with insurers approved by the State of California Department of Insurance or otherwise authorized to transact insurance business in California and with a Bests' rating of no less than A- VII.

5.3 The general liability policy and the automobile liability policy shall be endorsed to include by name the District as additional insured, and shall state that these policies are primary and that any insurance, self-insurance or memorandum of liability coverage (MDLC) maintained by District shall be in excess of the Consultant's insurance and shall not be called upon to contribute to any loss.

5.4 The insurer(s) shall, by separate endorsement, agree to waive all rights of subrogation against the District for losses arising in any manner from the products or work provided or performed by or on behalf of the Consultant for the District.

5.5 The general liability policy and the automobile liability policy must provide that they shall not be canceled, suspended, voided, materially changed or any renewal or replacement policy be changed without thirty (30) days' prior written notice to the District.

This contract is contingent upon Davis Joint Unified School District Board of Education approval and is not valid unless and until approved.

The undersigned, acting as authorized signatories, acknowledge that this Agreement has been reviewed and approved, and so indicate by their signatures below:

Consultant

Davis Joint Unified School District

Date: 01/25/2021

Date: _____

By: Matthew C. Fabian

By: _____

Matthew C. Fabian, Owner
DIR # 1000017677

Amari Watkins
Associate Superintendent, Business
Services

FINGERPRINTING CERTIFICATION

I, Matthew C. Fabian, on behalf of Consultant, certify that, pursuant to Education Code Section 45125.1 and Article 4 of this Agreement, this Consultant has conducted the required criminal background check(s) of all persons who will be providing services to the Davis Joint Unified School District on behalf of this Consultant, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1, listed below is a list of names of the employees or agents who will be providing services to the Davis Joint Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Davis Joint Unified School District of any addition/deletions as they occur.

LIST OF EMPLOYEES WHO ARE AUTHORIZED TO COME ON TO SCHOOL CAMPUSES

Name	School Site (if known)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 25TH day of JANUARY, 2021 in Sacramento County, California.

By: Matthew C. Fabian
Matthew C. Fabian, Owner

LABOR CODE CERTIFICATION

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 work of this Agreement.

Executed this 25TH day of JANUARY, 2021 in Sacramento County, California.

By: Matthew C. Fabian
Matthew C. Fabian, Owner