

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant shall provide all professional services necessary for completing the following:

**TESTING AND INSPECTION**

**1. CONSULTANT'S SCOPE OF SERVICES**

- 1.1 In-Plant DSA and visual welding inspection and testing
  - 1.1.1 In-Plant inspection services for five playground structures at the manufacturer, Miracle Recreation Equipment Company's plant in DFW Airport, Texas.
- 1.2 Review manufacturers test reports for compliance with requirements specified.
- 1.3 Verify material identification.
- 1.4 Inspect high strength bolted connections.
- 1.5 Test rebar, post tension strands, anchor bolts, and epoxy anchor dowels.
- 1.6 Inspect fabrication shop welding.
- 1.7 Inspect welding in accordance with AWS D1.1. The following shall be performed on each weld:
  - 1.7.1 Verify Welding Procedure Specification (WPS) sheet has been provided and has been reviewed with each welder performing the weld. Welds not executed in conformance with the WPS are rejected.
  - 1.7.2 Verify fit-up meets tolerances of WPS and mark joint prior to welding.
  - 1.7.3 Verify welding consumables per contract documents and WP.
  - 1.7.4 Verify welder qualification and identification.
  - 1.7.5 Verify amperage and voltage at the arc with hand held meters.
  - 1.7.6 Observe preheat and inter-pass temperatures, weld pass sequence and size of weld bead.
- 1.8 For seismic critical welds, inspect removal of back-up and run-off plates, preparatory grinding and execution of reinforcing fillet, verify smoothness of beam flange copes at reduced beam sections, and verify weld access holes meet surface requirements of AWS Section 5.14.8.3.
- 1.9 Inspect and test stud welding in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform welding verification inspection and testing.

- 1.10 Inspect and test deck welding in accordance with AWS D1.3. Review pre-production testing and qualification. Inspect welding and perform verification, inspection and testing.
- 1.11 Inspect and test welding of shear connector studs in accordance with AWS D1.1. Review pre-production testing and qualification. Inspect welding and perform verification, inspection and testing.
- 1.12 Inspect and test field strength bolting and welding as described above.
- 1.13 A Division of the State Architect (DSA) Form 103, List of Required Structural Tests and Special Inspections, must be completed and attached to **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.
- 1.14 Consultant's professional engineering staff and management will supervise Consultant personnel and coordinate field and laboratory services, with support from Consultant's clerical personnel, to assist in maintaining a high level of quality assurance.

## **2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES**

- 2.1 Act under the direction of the architect/engineer.
- 2.2 Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152-IPI). The project inspector is required to be in possession of the form(s) DSA 152-IPI prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152-IPI and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- 2.3 Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- 2.4 Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- 2.5 Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- 2.6 Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required

structural/material and fire/life-safety tests and special inspections based on the construction schedule.

- 2.7 Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152-IPI forms in the possession of the project inspector.
- 2.8 Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- 2.9 Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- 2.10 Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152-IPI. Make requests to appropriate individuals for interim verified reports when such reports are required.
- 2.11 Sign off applicable blocks and sections of the DSA 152-IPI forms when:
  - The completed work is in compliance with the DSA-approved construction documents.
  - All necessary structural/material and fire/life safety testing and inspections are complete.
  - Any deviations from the DSA-approved construction documents are resolved.
  - Any DSA Field Trip Notes issues are resolved.
  - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152-IPI, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- 2.12 Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152-IPI have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151.

EXCEPTION: Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In

such cases, the project inspector does NOT need to notify the DSA Regional Office with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
  - The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- 2.13 If the project inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

### **3. EXCLUDED FROM SERVICES**

- 3.1 Consultant will not direct, supervise or lay out the work of the contractor.
- 3.2 Consultant will not include a review or evaluation of the contractor's safety measures on or near the project.

### **4. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS**

- 4.1 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
- 4.2 The inspection shall be according to the applicable DSA inspection rules and regulations including, without limitation, all the applicable requirements included and/or referenced in the following forms:
  - 4.2.1 Form DSA IR 16-1.13 through 16.1.16, as applicable, Structural Design
  - 4.2.2 Form DSA IR 17-2 through 17-12, as applicable, Structural Tests & Special Inspections
  - 4.2.3 Form DSA IR A-7, Inspector Certification and Approval
  - 4.2.4 Form DSA IR A-8, Project Inspector and Assistant Inspector Duties and Performance
  - 4.2.5 Form DSA IR A-13, Stop Work and Order to Comply
  - 4.2.6 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements

- 4.2.7 Form DSA 5-IPI, In-Plant Project Inspector Qualification and Approval
  - 4.2.8 Form DSA 152-IPI, In-Plant Inspector Inspection Card/Verified Report
  - 4.2.9 Form DSA 5-SI, Special Inspector Qualification and Approval
  - 4.2.10 Form DSA 103, List of Required Structural Tests and Special Inspections
  - 4.2.11 Form DSA 130, Certificate of Compliance
  - 4.2.12 Form DSA 151, Project Inspector Notifications
  - 4.2.13 Form DSA 154, Notice of Deviations/Resolution of Deviations
  - 4.2.14 Form DSA 155, Project Inspector Semi-Monthly Report
  - 4.2.15 Form DSA 156, Commencement/Completion of Work Notification
  - 4.2.16 Form DSA 250, Special Inspection Report
  - 4.2.17 Form DSA 292, Special Inspectors Employed Directly by the District  
Verified Report, as applicable
  - 4.2.18 Form DSA PR 13-01, Construction Oversight Process Procedure
  - 4.2.19 DSA 152 Manual
  - 4.2.20 All other applicable DSA requirements.
- 4.3 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

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Consultant's entire Proposal is not made part of this Agreement.

**5. ALL ONSITE INSPECTION SERVICES, INSPECTION-RELATED ACTIVITIES, AND SPECIAL INSPECTIONS**

5.1 The IOR's inspection services shall consist of all on-site inspection service of the Project and all inspection-related activities relating thereto, including, but not limited to, the services set forth herein.

5.2 Although this project will not receive formal DSA approval for adherence to T 24, the IOR will perform all services as if the project is approved by DSA and will report to the Architect of Record and the District. All formal paperwork will be submitted to  
approved. the Architect and District as if the project is DSA

5.3 Special Inspections.

5.3.1 The IOR shall, if directed by the District or the Architect, perform Special Inspections or oversee Special Inspections by specially approved inspectors.

5.3.2 Special Inspections may be performed by the IOR if IOR has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the IOR shall manage coordination, scheduling and timely reporting of results to the District, the Architect, and the DSA if required.

5.3.3 The District may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the Work after assembly. The District may require Special Inspection at the job site in addition to those listed herein under section 1.2.1 above if deemed necessary because of the special use of the materials or methods of construction.

**6. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS**

The IOR shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project ("Work").

**7. TITLE 24 CALIFORNIA CODE OF REGULATIONS, DISTRICT STANDARDS, DIVISION OF THE STATE ARCHITECT**

The IOR shall ensure that the Project Contractor's ("Contractor") installation of Work is constructed in accordance with Title 24 California Code of Regulations, the District standards and all other applicable requirements. Verifications shall include, but not be limited to, welding connections, electrical connections and material utilized in conformance with construction documents. The inspection shall be according to the DSA inspection rules and regulations.

## **8. CONTINUOUS INSPECTION**

The IOR shall perform continuous inspection of the Project during all stages of construction. Such inspection shall be conducted based on personal knowledge of the construction and shall ensure that the approved plans and specifications are completely executed. Continuous inspection means complete inspection of every part of the Work. Work such as concrete or brick work that can be inspected only as it is placed shall require the constant presence of the IOR. Other types of Work that can be completely inspected after the Work is installed may be carried on while the IOR is not present. In no case shall the IOR have or assume any duties that will prevent the IOR from providing continuous inspection.

## **9. DEFECTIVE WORK**

If the IOR determines that any portion of the Work is defective and such defect requires that portion of the Work to be rejected, the IOR shall immediately report said defective Work to the Architect, the Construction Manager (if applicable), and the District. The IOR's initial report regarding such defective Work may be either verbal or in writing, whichever form is deemed more appropriate by the IOR under the circumstances. However, if such initial report is verbal, the IOR shall confirm said verbal report in writing within one (1) calendar day.

## **10. IOR'S FAMILIARITY WITH PROJECT AGREEMENTS**

The IOR shall become sufficiently acquainted with the Project and the agreements between the District and the Architect, Construction Manager (if applicable), and Contractor, to allow for the IOR's effective and productive interface between the District, the Architect, the Construction Manager (if applicable), the Contractor, and governmental inspectors by government inspectors including but not limited to those government inspectors referred to in section 9 herein.

## **11. JOB SITE MEETINGS**

The IOR shall, as directed by the Architect, the District, or the Construction Manager (if applicable), attend meetings held at the Project site or the District Facilities or other location identified to the IOR by the District. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.

## **12. IOR'S RELATIONSHIP WITH ARCHITECT**

The IOR shall consult with and work under the general direction of the Architect during the construction and installation phase of the Project. Prior to commencement of Work, the IOR shall cooperate with the Architect to develop an Inspection Plan for the Project. The IOR shall obtain from the Architect additional details or information when required at the Project for the proper execution of the Project. The IOR shall assist in the review of Contractor's submittals. The IOR shall review the plans and specifications. All inconsistencies or seeming errors noted by the IOR in the plans and specifications shall be immediately reported by the IOR, with written confirmation immediately, to the Architect, with a copy to the District and Construction Manager (if applicable), for the Architect's interpretation and instructions relating thereto. In no case, however, shall the instruction of the Architect be construed by the IOR to cause Work to be done that is not in conformity

with approved plans, specifications and change orders. Interpretations received by the IOR from the Architect that cause deviations from the approved plans, specifications and change orders shall be referred by the IOR to the Architect responsible for preparation of change orders to cover the required Work.

### **13. IOR'S RELATIONSHIP WITH CONTRACTOR**

The IOR shall be a communication liaison between the Contractor and Architect for inquiries regarding the Project, including Construction Document interpretation. The IOR shall communicate with Contractor or subcontractors as necessary to document such inquiries, and shall immediately forward them to Architect. Any final decisions shall be made by District, or Architect as authorized by District.

### **14. IOR'S JOB FILES**

The IOR shall maintain orderly job files at the Project site that include correspondence; reports of Project site conferences; minutes of job site meetings; shop drawings; and reproductions of the original Construction Contract of the Contractor ("Construction Contract"), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contract. The IOR shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. The IOR, as a condition of IOR's contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the Project.

### **15. IOR'S DAILY RECORDS**

The IOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by the IOR to be accurate and qualitative. Such reports shall record hours on the Project site; weather conditions; construction procedures, where performed and any deviations therefrom; construction equipment and vehicles utilized; manpower assigned by the Contractor and subcontractors; equipment and materials delivered to the site, including IOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and IOR's determination that they meet submittal and specification requirements; daily activities; verbal instructions and clarifications of the Work given to the Contractor; decisions that either clarify or deviate from the contract documents; general observations and specific observations in detail as in the case of Project test procedures and results; occurrences or conditions that might affect the construction budget or schedule; any Work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken; substantive telephone calls, including statements or commitments made during the call; and names of all visitors to the Project site, including agency representation and agents of the District. Said reports and/or job files shall be made available to the Architect, the Construction Manager (if applicable), and the District upon request. Failure to provide these Daily Records shall constitute a material breach of contract and may be cause for termination of the Agreement between the District and the IOR.

### **16. IOR'S VERIFIED and SEMI-MONTHLY REPORTS**

16.1 The IOR shall keep the District thoroughly informed as to the progress of the Work by submitting reports required by Title 24 as follows:



16.1.1 Copies of verified reports required by Title 24 CCR shall be submitted to the District within five (5) business days of the end of the report period and within five (5) days of final acceptance for the final verified report.

16.1.2 Copies of semi-monthly reports required by Title 24 CCR shall be submitted to the District within two (2) business days of the close of the report period. These reports shall include the following information as a minimum:

16.1.2.1 A brief description of the Work in progress by each trade or contractor with an estimate of the percentage completion to date

16.1.2.2 Notation of progress or other project-related meetings conducted on site.

16.1.2.3 Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.

16.1.2.4 Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the Contractor from the Architect or project engineer.

16.1.2.5 Notation of all correction notices or notices of non compliance issued to the Contractor (include a copy of such notices with the report).

16.1.2.6 Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.

16.1.2.7 Notation of the average number of workers and foremen on site each day for the report period.

16.1.2.8 Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any Work that was impeded.

16.1.2.9 Notation of any deviation from the Contractor's approved construction schedule.

16.1.2.10 Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

## **17. IOR'S RECORDS OF CONSTRUCTION PROCEDURES**

17.1 **Maintain all Records.** The IOR shall maintain all of IOR'S inspection records of construction procedures on the Project jobsite until the completion of the Work. The IOR shall maintain a record of phases of construction procedures, if such construction procedures are required.

17.2 **Concrete-Pouring Operations.** The IOR's records shall show the date and

time of placing concrete and the date and time of removal of forms in each portion of the structure.

17.3 **Welding Operations.** The IOR's records shall include identification mark of welders, lists of defective welds, manner of correction of defects, and any other relevant information.

## **18. TESTS**

18.1 **Advice in Advance, Observe and Record.** The IOR shall advise the Architect, the Construction Manager (if applicable), and the District in advance, verbally and in writing, of the schedules of tests and shall observe the tests at the Project site that are required by the Construction Contract. The IOR shall record in writing all necessary details relative to the test procedures and results.

18.2 **Testing Services for Observation.** The IOR shall observe and record all testing services.

## **19. CERTIFICATION DOCUMENTATION**

The IOR shall ensure that all required certification documentation relative to the Project is received in a timely manner by the Construction Manager (if applicable), and the District.

## **20. CONTRACTOR'S DEVIATIONS IN THE WORK**

Whenever the IOR observes that the Contractor is performing any portion of the Project in deviation from the approved plans, specifications or change orders or in violation of any local, state or federal codes, or contrary to approved revisions to any of the above, the IOR shall, if such deviation or violation is not immediately corrected by the Contractor when brought to the attention of the Contractor by the IOR, immediately direct the Contractor in writing, while simultaneously notifying the Architect, the Construction Manager (if applicable), and the District, to cease installation of that nonconforming portion of the Project, pending further decision by the Architect and the District; and shall, in all cases, whether or not said deviations or violations are immediately corrected by the Contractor, make a written record of same. The IOR shall deliver copies of the writings referred to in this paragraph to the District within twenty-four (24) hours of IOR'S origination of the writings.

## **21. FAILURE TO NOTIFY THE ARCHITECT, THE CONSTRUCTION MANAGER, AND THE DISTRICT**

IOR's failure to notify the Architect, the Construction Manager (if applicable), and the District of Work not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause for termination of the Agreement between the District and the IOR.

## **22. CONSTRUCTION SCHEDULE, POTENTIAL DELAYS IN COMPLETION**

The IOR shall be alert to the construction schedule and to any conditions that may cause delay in completion of the Project. Upon observing such conditions, the IOR shall report the same immediately and, within one (1) calendar day of observing

such conditions, confirm the same in writing to the Architect, the Construction Manager (if applicable), and the District.

### **23. PAYMENT REQUESTS**

The IOR shall review the Contractor's pay requests prior to the issuance of Architect's and Contractor's certificate of payment to the Construction Manager (if applicable) and the District and indicate whether amounts claimed by the Contractor are, in the IOR's opinion, correct. The IOR'S approval of pay requests shall be shown by signature of the IOR on the pay request.

### **24. CONSTRUCTION AT EXISTING FACILITIES**

The IOR shall, where existing facilities are to be maintained in operation during the Project, assist as a liaison between the Construction Manager (if applicable), the District and the Contractor in order to prevent materially adverse disruption to the District's operations at or near the Project site.

### **25. OCCUPANCY OF FACILITY**

The IOR shall, in the event that the District should occupy the Project or any portion thereof prior to completion of the Project by the Contractor, assist in the development of a punch list agreement between the District, the Construction Manager (if applicable), the Architect and the Contractor as to incomplete items and the general conditions of areas to be occupied by the District prior to completion of the Project by the Contractor.

### **26. AS-BUILT DRAWINGS**

The IOR shall review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractor, as set forth in the Construction Contract, and determine that such As-Built drawings are updated by the Contractor on a monthly basis prior to processing of Contractor's monthly payment request.

### **27. PUNCH LIST ITEMS**

The IOR shall, after completion of the project or completion of a portion thereof, check each punch list item to ensure that it is corrected in accordance with the Construction Contract, plans and specifications.

[END OF EXHIBIT A]