



MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

**REQUEST FOR PROPOSALS (RFP) # 2022-005
FOR
CONSTRUCTION DSA INSPECTION SERVICES
FOR MENIFEE VALLEY CAMPUS STEM BUILDING PROJECT**

RFP ISSUED: November 1, 2021

RFP DUE: November 23, 2021 at 2:00 p.m.

SUBMIT RESPONSE TO: Tammy Cunningham
Director of Procurement and General Services
Purchasing Dept. – Bldg. AA
1499 N. State Street
San Jacinto, CA 92583

QUESTIONS OR

CLARIFICATIONS: All questions must be submitted via e-mail to: Tammy Cunningham Bids@msjc.edu

**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
1499 N. State Street, San Jacinto, CA 92583**

**NOTICE CALLING FOR
REQUEST FOR PROPOSALS (RFP No. 2022-005)
CONSTRUCTION DSA INSPECTION SERVICES FOR MENIFEE VALLEY CAMPUS STEM BUILDING
PROJECT**

NOTICE IS HEREBY GIVEN that sealed proposals will be received at Mt. San Jacinto Community College District, Purchasing Office, until November 23, 2021 at 2:00 p.m. local time, for all work necessary and incidental to:

Construction DSA Inspection Services for MENIFEE VALLEY CAMPUS STEM Building Project

Sealed Proposals may be delivered in person to the following address during the specified dates and times ONLY:

Mt. San Jacinto Community College District
Attention: RFP No. 2022-005 – Construction DSA Inspection Services for San Jacinto Campus STEM Building
Project
Purchasing Department, Bldg. AA
1499 N. State Street
San Jacinto, CA 92583

RFP drop off date/times only: November 23, 2021 2:00 p.m.

The receiving time in the Purchasing Department will be governing time for acceptability of proposals. Proposals must bear original signatures and figures. No oral, telegraphic, electronic facsimile, or telephone proposals or modifications will be considered unless specified. It is the responsibility of the firm to see that the proposal submitted shall have sufficient time to be received by the Mt. San Jacinto Community College District, **Purchasing Office, Bldg. AA BEFORE** the proposal Submittal Deadline. Proposals received after the scheduled RFP Submittal Deadline will be returned unopened.

RFP documents are available at the Mt. San Jacinto Community College, Purchasing Office website at <http://www.msic.edu/Purchasing/Pages/--Current-Bids.aspx>. Firms are responsible to regularly check the District's website for addendums. Specifications may also be examined and obtained at no charge in the District's Purchasing Office, or by calling (951) 487-3116.

PURPOSE:

The District is requesting quotes from certified DSA Construction Inspectors qualified to provide services in support of the Meniffee Valley Campus STEM Building project. The District intends to enter into a contract based on competitive hourly rates.

The District generally utilizes the services of outside consultants to help ensure the District that it's activities are in compliance with all applicable regulations and industry guidelines.

Tammy Cunningham
Director of Procurement and General Services
Mt. San Jacinto Community College District

Press Enterprise – November 1, 2021 & November 8, 2021

1. REQUEST FOR PROPOSALS

1.1 Purpose

Mt. San Jacinto Community College District (MSJC) is requesting proposals from qualified companies to provide Construction DSA Inspection Services for the Menifee Valley Campus STEM project. The District is construction a new STEM Building. The project will be procured in conjunction with CW Driver acting as the Construction Manager.

1.2 Proposal Submission

If your firm is interested in providing full service Construction Inspection Services for the Project, proposals must be delivered to the address below, no later than **2:00 p.m. on Tuesday, November 23, 2021**. Late proposals will not be considered. The District is not responsible for late mail or postal delivery errors. Proposers shall submit one electronic version of the proposal on a flash drive (optional); one (1) printed original proposal including any supporting documentation in a sealed box or package addressed as follows:

Attention: Tammy Cunningham
Mt. San Jacinto Community College District
Purchasing Department
Building AA
1499 N. State Street
San Jacinto, CA 92583

1.3 Response Format

Each Consultant is required to submit a Proposal it deems appropriate to this RFP. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria in the evaluation process. Each Consultant shall submit one (1) electronic proposal on a flash drive (optional) and one (1) printed original proposal. The District will evaluate the Proposals based on the responsiveness to District requirements listed in Section 6, Selection Criteria/Evaluation Process.

NOTE for Firms teaming with Sub-Consultants: Each responding firm shall select its proposed sub-consultants based on its own criteria. However, MSJCCD reserves the right to approve sub-consultants proposed for any projects that may be awarded. Sub-Consultants do not need to complete all the Exhibits in this RFP. Carefully read each section to determine which forms the Sub-consultants need to submit.

1.4 Questions

Consultants must carefully read the entire RFP prior to submitting questions as most questions will be answered on this RFP. All questions must be submitted in writing via email to Tammy Cunningham (Bids@msjc.edu). The question deadline for this RFP is Friday, November 12, 2021. After this deadline, the District will not answer, address, and/or review any questions that interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants in an addendum.

1.5 Request for Proposals

Pre-Qualified Consultants are on no way guaranteed to receive any work from the District. Each proposal shall describe the Consultant's experience and expertise with respect to the services, if any, which are unique to the property or project that is the subject of this RFP. In addition, the Proposal shall set forth a detailed scope of services, a completion schedule, a schedule of professionals that will be used to supervise and staff the project, and a not-to-exceed dollar amount for the services to be performed. The District will allocate work to said Pre-Qualified Consultants without having to request and evaluate additional information as to Consultant's qualifications. Consultant shall assign only trained and experienced personnel, support staff, and other Consultants to the requisite tasks. Consultant shall provide cost to perform the tasks outline in the Scope of Services referenced in this RFP.

1.6 Pre-qualification of Bidders

As a condition of bidding for this Project, and in accordance with California Public Contract Code Section 20651.1, prospective bidders are required to submit to the District a completed set of prequalification documents on forms provided by the District. Prequalification documents are available at the Mt. San Jacinto Community College District, Office of Procurement and General Services, Bldg. AA located at 1499 N. State Street, San Jacinto, California 92583 or go to the Mt. San Jacinto Community College Purchasing Office website located at <http://www.msic.edu/Purchasing/Pages/UPCCA.aspx> to download the UPCCA Pre-Qualification Questionnaire. The prequalification documents must be submitted prior to ten (10) days prior to the Bid Opening. Bids will not be accepted if a Contractor has not been prequalified where qualified is required. Contractors will be notified by telephone or e-mail of their pre-qualification status within a reasonable period- of-time after submission of their prequalification documents.

1.7 DIR Registration:

A Construction Inspection firm shall not be qualified to submit a proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public works pursuant to Section 1725.5. It is not a violation of this Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the construction inspection firm is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work 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 the Project. For more information and up to date requirements, architects are recommended to periodically review the DI's website at www.dir.ca.gov. Inspection firm 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 the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnished 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 District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any other of the requirements

set forth in Labor Code section 1720 et. Seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

2. PROPOSAL SUBMISSION

2.1 The proposals should include the following:

1. Cover Letter: Briefly describe the qualifications of the company and the proposed personnel for this project and provide a statement that you have reviewed the schedule listed in the RFP and agree to provide the necessary effort or staff allocation to meet the schedule listed in Section 4 of this RFP. (1 page max)
2. Approach to Work: provide (i) a statement of the proposal approach to the project scope of work with a description of the tasks, sub-tasks, deliverable that will be provided, and how the staff intend to coordinate and collaborate with the design team to meet the project schedule, and (ii) a description of the Quality Assurance/Control (QA/QC) plan to be followed during the duration of the work. The QA/QC plan shall address the accuracy, completeness and timeliness of all testing and related reports. (1 page Max)
3. List of the main point of contact for the project team and key personnel. Clearly identify the individual (s) role (s) and responsibilities in the testing program. Include resumes of the proposed personnel with relevant testing experience. (1 page max per individual).
4. Relevant Project List: Provide project experience information of the company describing type, size, location, and any unique features or process of the project that may be relevant to this project. (1 page max)..
5. Fee proposal: Lump Sum fee Proposal clearly listing professional testing services and assumptions. Please also include our hourly billing rates. (include number of pages as needed.)

3. Selection Criteria

1. Timeliness and Completeness: To receive consideration, Responses to this RFP must be received by the Response Deadline. In addition, RFP Response will be evaluated with respect to organization, clarity, completeness and responsiveness to this RFP.
2. Technical Qualifications and Competence: This includes Company and Personnel's experience, expertise, and familiarity with providing Special Testing Services required by the RFP.
3. Approach to Work: This includes your overall approach/methodology and QA/QC plan to meet the project schedule.
4. Fee: Evaluation of proposed fee structure for requested services.

4. PROJECT DESCRIPTION FOR THE STEM BUILDING

- 4.1 Mt. San Jacinto Community College District is in need of Construction Inspection Services for the Menifee Valley Campus STEM project.

Project Description

DSA Application Number (s): 04-119467

Project Location: 28237 La Piedra Road
Menifee, CA 92584

Timeline:

Anticipated Project Start: January 2022

Anticipated Project Completion: November 2023

Project Drawings and Specifications – See attached

The selected firm will include the following part of services:

Each Consultant must be prepared to support multiple construction projects ranging from reconstruction/modernization, retrofit, infrastructure and new construction. Each Consultant must be prepared and equipped to provide such services in a timely manner and on a relatively short notice so as to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

The IOR's Scope of Services of this RFP is on an as needed basis. The scope may be modified at the sole discretion of the District prior to execution by the selected firms or individuals.

All On-Site Inspection Services and Inspection-Related Activities. The INSPECTOR's inspection services shall consist of all on-site inspection services of the PROJECT and all inspection-related activities relating thereto, including, but not limited to, the services set forth under this Article.

Special Inspections

- 1.) The INSPECTOR shall, if directed by the DISTRICT or the Architect, perform Special Inspections by approved by approved specialty inspectors.
 - 2.) Special Inspections may be performed by the INSPECTOR if INSPECTOR has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the INSPECTOR shall manage coordination, scheduling and timely reporting of results to the DISTRICT, the Construction Manager (if applicable), the Architect, and DSA is required.
 - 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 hereinabove under .1 If deemed necessary because of the special use of the materials or methods of construction.
- 4.2 Accepted Industry Practices, Compliance With All Laws. The INSPECTOR shall follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to the work.
- 4.3 Title 24 California Code of Regulations, District Standards, Division of the State Architect. The INSPECTOR shall ensure that the PROJECT Contractor's ("Contractor") installation of work is constructed to Title 24 California Code of Regulation, the DISTRICT standards and any other requirements of Public Agencies providing jurisdiction. Verifications shall include, but not limited to, welding connections, electrical connections and material utilized in conformance with construction documents. The inspection shall be according to the Division of the State Architect ("DSA") current inspection rules and regulations.

- 4.4 Continuous Inspection. The INSPECTOR shall perform continuous inspection of the PROJECT during the work of construction in all stages of its progress and digitally document daily activity with pictures and notes. Such inspection shall be conducted based on personal knowledge of the work of 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 INSPECTOR. Other types of work that can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In no case shall the INSPECTOR have or assume any duties that will prevent the INSPECTOR from providing continuous inspection.
- 4.5 Inspector's Familiarity with Project Agreements. The INSPECTOR 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 INSPECTOR'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 paragraph 1/9 herein.
- 4.6 Job Site Meetings. The INSPECTOR 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 INSPECTOR by the District. Such meetings shall include but are not limited to billings, meetings, specification reviews, coordination, and progress.
- 4.7 Inspector's Relationship with Architect. The INSPECTOR 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 INSPECTOR shall cooperate with the Architect to develop an Inspection Plan for the Project. The INSPECTOR shall obtain from the Architect additional details or information when required at the PROJECT for the proper execution of the PROJECT. The INSPECTOR shall assist in the review of Contractor's submittals. The INSPECTOR shall review the plans and specifications. All inconsistencies or seeming errors noted by the INSPECTOR in the plans and specifications shall be immediately reported by the INSPECTOR, with written confirmation at the earliest possible time thereafter, 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 INSPECTOR from the Architect that cause deviations from the approved plans, specifications and change orders shall be referred by the INSPECTOR to the architect responsible for preparation of change orders to cover the required work.
- 4.8 Inspector's Relationship with Contractor. The INSPECTOR shall, through the Contractor's representative, maintain liaison with the Contractor and all sub- contractors on the PROJECT. The INSPECTOR shall consider and evaluate suggestions and recommendations that may be submitted by the Contractor to the Architect, and report verbally and confirm in writing the same to the Contractor, the Construction Manager (if applicable), and the Architect, with recommendations to the Construction Manager (if applicable), the Architect and the DISTRICT the results of such governmental inspections.
- 4.9 Governmental Agencies Having Jurisdiction
1. Site Visits by Governmental Inspectors. If any governmental inspectors representing local, state or federal agencies having jurisdiction of the PROJECT should visit the PROJECT site, the INSPECTOR shall accompany such governmental inspectors during their visit through the PROJECT, and record in writing and report to the Construction Manager (if applicable), the Architect and the DISTRICT the results of such governmental inspections.
 2. Notifications to Government Agencies and Inspectors. The INSPECTOR shall notify the government agencies and inspectors having authority over the PROJECT when the work is started on the PROJECT;

at least forty-eight (48) hours in advance when foundation trenches will be complete, when the work is ready for footing forms; at least forty-eight (48) hours in advance of the first pour of concrete, and when the work is suspended for a period of more than two (2) weeks.

4.10 Inspector's Job Files. The INSPECTOR shall maintain orderly job files at the PROJECT site that include correspondence, reports of PROJECT site conferences, minutes of the 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 INSPECTOR shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the jobsite at all times, and shall immediately return any unapproved documents to the Architect for proper action. The INSPECTOR, as a condition of INSPECTOR'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.

4.11 Inspectors Daily Records. The INSPECTOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by the INSPECTOR 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 INSPECTOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and INSPECTOR'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 on 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, telephone calls made of the substantial nature, including statements or commitments made during the calls made of substantial nature, 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 PROJECT Architect ("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 of termination of this AGREEMENT by the DISTRICT.

4.12 Inspector's Verified and Semi-Monthly Reports

The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting reports required by Title 24 as follows:

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

Copies of semi-monthly reports required by Title 24 CCR shall be submitted to the DISTRICT within five (5) work days of the end of the report period and within five (5) days of final acceptance for the final verified report.

Copies of semi-monthly reports required by Title 24 CCR shall be submitted to the DISTRICT within two (2) work days of the close of the report period. These reports shall include the following information:

- 1) A brief description of work in progress by each trade or contractor with an estimate of percentage completed to date.
- 2) Notation of progress or other project related meetings conducted on site.
- 3) Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.
- 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.
- 5) Notation of all correction notices or notices of non-compliance issued to the contractor (include a copy of such notices with the report).
- 6) Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
- 7) Notation of the average number of workers and foremen on site each day for the report period.
- 8) Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any other work that was impeded.
- 9) Notation of any deviation from the contractor's approved construction schedule.
- 10) Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

4.13 Inspector's Records of Construction Procedures

1. Maintain all Records. The INSPECTOR shall maintain all the INSPECTOR'S inspection records of the construction procedures on the PROJECT jobsite until the completion of the work. The INSPECTOR shall maintain a record of phases of construction procedures, if such construction procedures are required.
2. Concrete-Pouring Operations. The INSPECTOR'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.
3. Welding Operations. The INSPECTOR's records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and any other relevant information.
4. Piles. The INSPECTOR's records shall, when piles are driven for foundations, include penetration under the last ten (10) blows for each pile.

4.14 Tests: Advise in Advance, Observe and Record. The INSPECTOR 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 INSPECTOR shall record in writing all necessary details relative to the test procedures and results.

4.15 Testing Services for Observation. The INSPECTOR shall observe and record all

testing services.

- 4.16 Certification Documentation. The INSPECTOR 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.
- 4.17 Contractor's Deviations in the Work. Whenever the INSPECTOR 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 INSPECTOR shall, if such deviation or violation is not immediately corrected by the Contractor when brought to the attention of the Contractor by the INSPECTOR, 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 the same. The INSPECTOR shall deliver copies of the writings referred to in this paragraph to the DISTRICT within twenty-four (24) hours of INSPECTOR's origination of the writings.
- 4.18 Tests: Advise in Advance¹ Observe and Record. The INSPECTOR 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 INSPECTOR shall record in writing all necessary details relative to the test procedures and results.
- 4.19 Testing Services for Observation. The INSPECTOR shall observe and record all testing services.
- 4.20 Certification Documentation. The INSPECTOR 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.

- 4.21 Contractor's Deviations in the Work. Whenever the INSPECTOR 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 INSPECTOR shall, if such deviation or violation is not immediately corrected by the Contractor when brought to the attention of the Contractor by the INSPECTOR, 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 the same. The INSPECTOR shall deliver copies of the writings referred to in this paragraph to the DISTRICT within twenty-four (24) hours of INSPECTOR's origination of the writings.
- 4.22 Defective Work. If the INSPECTOR determines that any portions of the PROJECT is defective and such defect requires that portion of the work to be rejected, the INSPECTOR shall immediately report said defective work to the Architect the Construction Manager (if applicable), and the District. The INSPECTOR's initial report regarding such defective work may be either verbal or in writing, whichever form is deemed more appropriate by the INSPECTOR under the circumstances. However, if such initial report is verbal, the INSPECTOR shall confirm said verbal report in writing within one (1) calendar day.
- 4.23 Failure to Notify the Architect, the Construction Manager, and the District. INSPECTOR'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 this AGREEMENT by the DISTRICT.
- 4.24 Construction Schedule, Potential Delays in Substantial Completion. The INSPECTOR shall be alert to the construction schedule and to any conditions that may cause delay in substantial completion of the PROJECT. Upon observing such conditions, the INSPECTOR 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.
- 4.25 Payment Request. The INSPECTOR 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 INSPECTOR's opinion, correct. The INSPECTOR's approval of pay requests shall be shown by signature of the INSPECTOR on the pay request.
- 4.26 Construction at Existing Facilities. The INSPECTOR 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.

- 4.27 Occupancy of Facility. The INSPECTOR shall, in the event that the DISTRICT should occupy the PROJECT or any portion thereof prior to substantial completion of the PROJECT by the Contractor, assist in 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 substantial completion of the PROJECT by the Contractor.
- 4.28 As-Built Drawings. The INSPECTOR 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.
- 4.29 4.29 Punch List Items. The INSPECTOR shall, after substantial completion 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.

5.0 WORKING CONDITIONS

Each Inspector shall be capable of working indoors and outdoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Inspector's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

Project Location: Menifee Valley Campus
28237 La Piedra Road
Menifee, CA 92584

6.0 INSURANCE REQUIREMENTS INSPECTOR OF RECORD

6.1 Compliance with Laws, Workers Compensation Insurance, Hold District Harmless. The INSPECTOR shall comply with the applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The INSPECTOR understands that, as an independent contractor, INSPECTOR is not covered by any type of DISTRICT insurance, including workers compensation insurance. The INSPECTOR shall provide, through insurance policies or self insurance, workers compensation insurance coverage for its employees who provideservices hereunder. The DISTRICT understands that the INSPECTOR may use Independent contractors, volunteers or others not covered by the INSPECTOR's worker's compensation coverage to provide services hereunder. The INSPECTOR shall advise such persons providing services hereunder at the direction of the INSPECTOR that workers compensation insurance is not provided by the District, andthe INSPECTOR shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

6.2 Self employment, Responsibility For Medical Insurance and Cost. If the INSPECTOR is a self employed individual, the INSPECTOR agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for anyand all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the INSPECTOR did not arrange for

which may be required due to any injuries of any type that may be sustained by the INSPECTOR while performing services under this AGREEMENT. The INSPECTOR shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the INSPECTOR shall not relieve the INSPECTOR or INSPECTOR's financial responsibility for the cost of medical and related treatment.

6.3 Professional Liability (Errors and Omissions). The INSPECTOR shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability Insurance (Errors and Omissions) with a limit of not less than \$500,000 per occurrence. The DISTRICT reserves the right to waive this insurance requirement and if so waived, the INSPECTOR shall hold the DISTRICT harmless from any and all claims for damages.

6.4 Auto Liability. The INSPECTOR shall confirm that all individual inspection staff shall carry and maintain personal Auto Liability for owned, hired and non-owned vehicles, for injury damage and loss, including but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of INSPECTOR's services herein. The INSPECTOR shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

6.5 Evidence of Coverage, Cancellation or Material Changes. Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the INSPECTOR's services herein, the INSPECTOR shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT's Department administering the Agreement which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and INSPECTOR shall maintain such insurance from the time that the INSPECTOR commences performance of services hereunder until INSPECTOR'S completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the INSPECTOR shall furnish certified copies of the policies and all endorsements.

6.6 Additional Named Insureds. All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

6.7 Waiver of Subrogation Rights. INSPECTOR shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors.

6.8 Policies Primary and Non-Contributory. All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

6.9 Insurance Review. The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to the Agreement. INSPECTOR agrees to execute any such amendment with thirty (30) calendar days of receipt.

7.0 EVALUATION & RECOMMENDATION CRITERIA:

7.1 Evaluation

Proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. At the District's discretion, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues with a given proposal and explore the approaches that may be used to satisfy all the District's requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or to submit additional written information. The District reserves the right to extend the Response Deadline and/or send out additional RFPs.

This RFP and any potential future RFP's associated with this solicitation, does not commit the District to award a contractual agreement to any vendor or to pay any costs incurred in the preparation of RFP Responses. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFP's, (v) prior to submission deadline for RFPs. Modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under RFP, or the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or **(ix)** terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District. The proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. Selection of this proposal will not preclude nor guarantee the selected firm consideration for future District projects.

8.0 District Schedule

The schedule currently anticipated by the District is shown in the Preliminary Schedule below. Please note that although the timeframes indicated below represent current expectations, they are approximate and subject to change.

Selection of DSA IOR

Issue RFP for DSA IOR	10/29/21
RFI Deadline	11/12/21 @ 10:00 am
RFP Responses Due	11/23/21 @ 2:00 p.m.
Review/Evaluate	11/29//21
Board of Trustees Approval	12/16/21
Commence Inspection Work	01/03/21

Duration of DSA IOR Services

Construction Commencement /

Notice to Proceed	1/10/22
Substantial Completion	09/8/23
Closeout & Final Punch	11/8/23
Final Completion	11/9/23

9.0 GENERAL

9.1 Responsible Charge

All licensed professionals in responsible charge of the work MUST be directly employed by responding Consultant and NOT employed as a sub-consultant.

9.2 District's Agreement

The Consultant, upon selection, will be required to enter into the District's Services Agreement ("Agreement"), provided as Exhibit D -Services Agreement for reference. Consultant shall be familiar with the District's indemnity clause and insurance requirements and must have the ability to secure insurance coverage and provide Certificated Proof of Insurance in conformance with the Agreement.

9.3 Compliance with all Applicable Laws

Consultants response must set forth Consultant's understanding of all applicable Health and Safety laws, guidelines, and requirements including Cal/OSHA Title 8, the EPA (Environmental Protection Agency), the Education Code, the Chancellor's Office, and DSA regulations (including the new Inspection Card requirements and PR 13-01), and local ordinances and/or other applicable zoning or planning ordinances/regulations, relative to the work to be undertaken as well as Consultant's ability to comply with the same and the methodology by which Consultant will do so. The proposal must confirm that the nature of the Work to be completed will meet all the aforementioned requirements for said Work as set by the applicable codes and regulations and all other applicable ordinances and guidelines.

9.4 Working Conditions

Each Consultant shall be capable of working indoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Consultant's activities may require kneeling, bending, climbing ladders, and other similar physical activities.

9.5 Disabled Veteran Business Enterprise Participation Goals

The Mt. San Jacinto Community College District supports a participation goal of at least 3 percent (3%) of overall dollar amount expended each year to Disabled Veteran's Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy included with previous RFQ document) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project. Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940. The DVBE documentation will be required if the Consultant is chosen to provided services as a result of an RFP process.

10.0 PROPOSAL STATEMENT

10.1 Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, and e-mail address of the person (s) authorized to represent the institution regarding all matters related to Consultant's proposal. A person authorized to bind the Firm to all commitments made in Consultant's proposal shall sign this letter.

10.2 Current Workload and Availability

State Consultant's ability to provide the required Inspection services in a timely manner, and indicate if those types of services are offered exclusively. Provide a list of current and anticipated commitments that involve any of the personnel (Project Team) that Consultant intends to assign to this project, and define the anticipated start and completion dates of the involvement of those personnel in such other projects.

10.3 Project Team and Sub-Consultants

Provide identification of Consultant's Project Team (including sub-consultants) and the District's main point of contact utilizing an organization chart. Identify the following key information for each team member: firm name, contact information, discipline, specific expertise, and experience in architectural and/or engineering services, especially as it relates to school sites/facilities and similar project types.

Utilize *Exhibit A- Team Member Resume Form* to provide additional detailed resumes of each team member, all of whom will be part of the designated team, thoroughly knowledgeable, regularly attentive, and fully available to work directly with the District.

Utilize *Exhibit 8 - Team Member Experience Form* to provide a minimum of five (5) relevant projects completed within the last five (5) years for EACH proposed team member (both for the prime Consultant as well as any sub-consultant). Prime consideration will be given to Consultants who propose team members with experience in community college projects of similar size, type, and difficulty, and which involve the same review and approval processes as those required by the DSA and other agencies having jurisdiction.

Any sub-consultants designated by the Consultant shall be subject to approval by the District in writing prior to performing any work on behalf of the Consultant. The District has the sole discretion to reject any sub-consultants proposed by the Consultant whether designated by Consultant in its RFP or not. Any replacement sub-consultants shall be subject to the District's prior written approval.

The members of the team shall not be charged unless agreed upon by the District. The District has the right to request additional sub-consultants in the future if those listed in this RFP are changed. All licensed professionals in responsible charge of the work MUST be directly employed by Consultant and NOT employed as a sub-consultant.

10.4 Billing Rates

Consultant shall propose an all-inclusive fixed fee for all the services described in this RFP. Consultant's proposed fee must include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Consultant will incur in providing the required Inspection services.

Utilizing *Exhibit C - Billing Rate Form*, provide billing rates for all personnel and/or categories of employees (**including sub-consultants**) as well as any overhead or other special charges. If applicable, Consultant's RFP Response should include estimates for certain standardized components of the Inspection service process. All rates must include any escalation anticipated by Consultant during the entire duration of the *Service Agreement*. All other services not included herein shall be negotiable as required.

All proposed reimbursable expenses shall be directly related to the services required for the Project and must be supported by proper documentation and prior District authorization. Reimbursement shall not exceed cost plus 5%. Consultant shall review *Exhibit D - Service Agreement* for acceptable reimbursable items.

10.5 Services Agreement

Consultant shall review the District's *Service Agreement*, attached as *Exhibit D*, and shall note in its Proposal any suggested language revisions. Suggested language revisions not noted in Consultant's Proposal will not be considered by the District.

10.6 Evaluation

Proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. At the District's discretion, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues with a given

proposal and explore the approaches that may be used to satisfy all the District's requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or to submit additional written information. The District reserves the right to extend the ResponseDeadline and/or send out additional RFPs.

This RFP and any potential future RFP's associated with this solicitation, does not commit the District to award a contractual agreement to any vendor or to pay any costs incurred in the preparation of RFP Responses. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFP's, (v) prior to submission deadline for RFPs. Modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under RFP, or the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or (ix) terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

Exhibit A

Team Member Resume Form

Proposed Consultant Name

Title

Firm Name

Proposed Position

Years w/Firm

Years w/Previous Firm

Years w/Community Colleges

Education Specific to Position (School/Year/Degree/Subject):

Other Training/Experience w/MSJCCD, DSA, Community College Chancellors Office and other State Agencies (or equivalent)

Credentials/Certifications/Licenses/Registrations/Accreditations (related to position and years acquired): *Note: Do not list and certifications, licenses, etc. that are expired or not from the state of California.*

Skills Relevant to the Proposed Project:

List of Community College Districts Consultant has worked for:

--

Exhibit B

Team Member Experience Form

Provide a minimum of five (relevant) and similar projects types completed within the last five years.

Use multiple sheets as necessary.

Background

Proposed Team Member Name

Title

Firm Name (at time of Project)

Project Details

Project Name

Client
District

Project Lead Name Title

Phone

E-
Mail

Address

DSA PROJECT

DSA CERTIFIED
(Yes/No)

Project Scope

School Type

Project
Start
Date

Project
Completion Date

Total Cost

= Change Orders

Cost of
Change
Orders

Change Order Notes Include description and reason:

Team Member Title and Duties for this Project:

Project Narrative Firms role, responsibilities, challenges, how consultant met Client/District's needs. Describe project and responsibilities in detail, demonstration of how this project experience contributes to thorough knowledge of commissioning requirements of public school buildings in California and demonstration of how this project contributes to familiarity with California building code requirements relating to school sites and buildings

(1) Project Scope - RE - Renovation/Remodel/Repurpose, ADD - Addition/Expansion,

New - New Construction, FIX-Repair, PLAN-Planning

(2) School Type ES-Elementary School, MS-Middle School, KS•Kindergarten•5th Grade School, HS-High School, CCO-Community College, HE-Other College, NS-Non-school/Other

Exhibit C

Billing Rate Form

Firm Name

Billing Rates

Do rates include travel charges?

Note, all fees and rates must be inclusive of travel. Travel is not an acceptable reimbursable expense.

Job Title	Personnel Name	Hourly Rate

Consultant's proposed ALL INCLUSIVE NOT TO EXCEED FEE: \$ _____

Estimate of Reimbursable Expenses in the fee stated above: \$ _____

Authorized Signature

Exhibit D

Consultant Service Agreement

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this _ day of _____, 21, by and between the _____ COMMUNITY COLLEGE DISTRICT ("DISTRICT"), and _____ ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES". The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR 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.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR's Proposal which shall be attached hereto and incorporated herein as EXHIBIT "A" (the "INSPECTOR's PROPOSAL"). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR's PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the

INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

Form DSA 152 - Project Inspection Card(s)

- (A) DSA approved plans and specifications;
- (B) DSA approved Form DSA 103- Statement of Structural Tests and Special Inspections
- (C) Deferred submittals as required by the DSA approved plans;
- (D) DSA approved addenda and revisions;
- (E) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;

- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA J56);
- (W) Certificate of Compliance - Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;

(H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC *as* the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all OSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The

INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

{iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;

- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special

inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.

(t) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xii) 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.
 - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
- (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.

- (iii) At least 48 hours in advance of the first pour of concrete.
- (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- G) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.
- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such

violation to the architect or registered engineer, to the DISTRICT's board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves 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:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
 - a. Owned, non-owned and hired vehicles at cash value;
 - b. Blanket contractual;
 - c. Broad form property damage;
 - d. Products/completed operations; and
 - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. 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 INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR 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.
- (4) Each policy of insurance required in Section 0(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT **exceed** the Estimated Project Inspection Cost ("INSPECTION COST") of (\$_____) inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(E) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of TEMECULA VALLEY CAMPUS (hereinafter referred to as the "PROJECT(S)").

(F) Termination. 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 the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR 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 INSPECTOR 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 other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) 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 Paragraph (0)(3) below, and INSPECTOR 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 INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR 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 INSPECTOR for Board approved extra services.
- (4)) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no

circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.

(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, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR'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.

(6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) 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.

(G) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the

DISTRICT.

(4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.

(5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) 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 OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

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

(J) 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 DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, 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. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) 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 DISTRICT and INSPECTOR 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 DISTRICT and the INSPECTOR.

(N) 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 INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO Terms AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) 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.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein

without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

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

INSPECTOR:

DISTRICT:
MT. SAN JACINTO COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Name: _____

Beth Gomez

Title _____

Vice President, Business Services

Date _____

Date _____

EXHIBIT "A"

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

INSPECTOR CERTIFICATION	HOURLY
PROJECT INSPECTOR CLASS 1	\$
PROJECT INSPECTOR CLASS 2	\$
PROJECT INSPECTOR CLASS 3	\$