

# REQUEST FOR QUALIFICATIONS (RFQ) #1819-247

## PROJECT INSPECTOR SERVICES



**Request for Qualifications must be received no  
later than**

**May 16, 2019 at 4:00 PM**

**Submit Response To:** RSCCD Facility Planning, District  
Construction and Support Services  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706

**Questions or  
Clarifications:** All questions must be submitted in writing,  
via email to: [FacilitiesRFP@rsccd.edu](mailto:FacilitiesRFP@rsccd.edu)

## 1. REQUEST FOR QUALIFICATIONS

### 1.1. Purpose

The purpose of this Request for Qualifications (“RFQ”), is to obtain information that will allow the Rancho Santiago Community College District (“District”) to prequalify a limited number of Consulting Firms (each, a “Consultant”) to provide DSA Project Inspector (“Services”) for and on behalf of the District for various facilities improvement projects. It is the District’s intent that the RFQ process will enable the District to streamline the process by which Consultants are selected to perform work for the District.

The District has an established prequalified list of DSA Inspectors Services Consultants, established in June 2014 (RFQ #1314-52) and November 2018 (RFQ #1819-206), and at this time desires to **expand** the pre-qualified list by releasing a new RFQ. If your firm is already on the District pre-qualified short list, and you desire to remain on the list, please submit a letter, expressing your interest in remaining on the list, your existing project team including resumes of any new staffing, and an updated **Exhibit D – Billing Rate Form**. Previously pre-qualified Consultants are not guaranteed to be deemed qualified for the new prequalified list of Consultants.

### 1.2. RFQ Schedule

The District has set the following RFQ Schedule that all Consultants must adhere to. The District reserves the right to modify this RFQ Schedule as needed and will issue an addendum if it modifies the Schedule.

<b>Event / Occurrence</b>	<b>Deadline</b>
District Issues RFQ	April 3, 2019
Deadline for Consultants to submit questions regarding this RFQ (answers will be posted as an addendum on the District website <a href="http://www.rsccd.edu">www.rsccd.edu</a> )	April 29, 2019 at 4:00pm
<b>Deadline for Consultants to submit Response</b>	<b>May 16, 2019 at 4:00pm</b>
District to interview Consultant(s) (Optional)	TBD
District to finalize pre-qualified list	May/June 2019

### 1.3. Qualified Consultant

All Consultants submitting a Statement of Qualifications (“Response”) in response to this RFQ and seeking to become a Pre-qualified Consultant with respect to Services should be extremely familiar with all applicable regulations and industry guidelines especially as they apply to community college projects, and be capable of providing work product that will enable the District to strictly comply with said requirements. Consultants must demonstrate a minimum of five (5) years of relevant experience and professional success with inspection projects for Community College projects and DSA projects. Pre-qualified Consultants are in no way guaranteed to receive any work from the District.

### 1.4. Request for Proposals

It is the District’s intent to select from the pool of Pre-qualified Consultants to provide Services for various facilities improvement projects. The District, on an “as-needed” basis, will issue Requests for Proposals (“RFP”) to one or more Pre-qualified Consultants. RFPs shall describe how each Consultant is qualified for the project that is the subject of the RFP, and shall set forth a detailed scope of services, completion schedule, schedule of professionals that will be used to staff the project, and a not-to-

exceed dollar amount for the Services to be performed. The District will evaluate RFPs and select and allocate work to a Pre-qualified Consultant without having to request and evaluate additional

### **1.5. Submission**

If your firm is interested in performing Services for the Project, on behalf of the District, please submit to the District a Response in accordance with this RFQ. Responses must be submitted no later than the date indicated in the RFQ schedule included in Section 1.2. Responses will be date stamped to record receipt thereof. The responses may be mailed or delivered in person during normal business hours, which are **8:00 a.m. to 5:00 p.m., Monday through Friday**. Delivery of Response is the sole responsibility of the Consultant. All Responses must be signed and become the property of the District. The address for submission of the proposals is as indicated on the coversheet.

### **1.6 Response Format**

Each Consultant is required to submit a Response they deem appropriate to the following request. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria in the evaluation process. Consultant's response shall not exceed **twenty (20) pages**, excluding Exhibits, tabs and cover. Each hardcopy of the Response must be bound individually, single-sided, tabbed, and organized in order and include all sections and information as stated in Part 3, Statement of Qualification. Each Consultant shall submit **five (5)** bound hard copies and **one (1)** electronic copy, in PDF format with bookmarks, of the Response. The District will evaluate the Responses based on the responsiveness to District requirements listed.

NOTE for Exhibits: All Exhibits should be tabbed, labeled and included as part of the appendix. It is at the Firm's discretion to determine how to reference, in the body of the Response, the location of the Exhibits in the appendix. All Exhibits may be recreated in another program as long as the formatting and information requested mirrors the PDF forms attached to this RFQ. The intent of the PDF forms is to keep all the requested information in a uniform format.

### **1.7 Questions**

Consultants must carefully read the entire RFQ prior to submitting questions as most questions will be answered in this RFQ. If, however, you should have questions regarding this RFQ, please email FacilitiesRFP@rscdd.edu. All questions must be submitted in writing. The question deadline for this RFQ is as indicated in the RFQ Schedule, Section 1.2. After this deadline, the District will not answer, address, and/or review any questions interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants.

## **2. SCOPE OF SERVICES**

The District is seeking to prequalify Consultants to provide DSA Project Inspector Services for various facility improvement projects. These future projects may include, but are not limited to new construction, modernizations, site upgrades, infrastructure upgrades, and/or maintenance projects. The projects may occur at any of the District's following sites:

- 1) District Office – 2323 North Broadway, Santa Ana, CA 92706;
- 2) Digital Media Center – 1300 S. Bristol, Santa Ana, CA 92704;
- 3) Santa Ana College – 1530 W. 17<sup>th</sup> Street, Santa Ana, CA 92706;
- 4) Centennial Education Center – 2900 W. Edinger Ave., Santa Ana, CA 92704;
- 5) Orange County Sheriff’s Regional Training Academy – 15991 Armstrong Ave., Tustin, CA 92782;
- 6) Santiago Canyon College – 8045 E. Chapman Ave., Orange, CA 92869;
- 7) Orange Education Center – 1465 N. Batavia Street, Orange, CA 92867;
- 8) Leased sites such as:
  - a. OEC Provisional Education Facility – 1937 W. Chapman, Suite 200, Orange, CA 92868
  - b. College & Workforce Preparation Center – 1572 N. Main Street, Orange, CA 92867
  - c. Remington Education Center – 1325 E. 4<sup>th</sup> Street, Santa Ana, CA 92701

The scope may be modified at the sole discretion of the District prior to the execution by the selected firms or individuals.

**2.1 All On-Site Inspections Services, Inspection-Related Activities, and Special Inspections**

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.

- 1) The INSPECTOR shall, if directed by the DISTRICT or the Architect, perform Special Inspections or oversee Special Inspections 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 if 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.

**2.2. 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 Regulations, the DISTRICT standards and any other requirements of Public Agencies providing jurisdiction. Verifications shall include, but not be limited to, welding connections,

electrical connections and material utilized in conformance with construction documents. The inspection shall be according to the Division of the State Architect (“DSA”) current inspection rules and regulations.

### **2.3. 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.

### **2.4. 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.

### **2.5 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, billing meetings, specification reviews, coordination, and progress.

### **2.6. 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 to cause work to be done that is not in conformity with approved plans, specifications and change orders. Interpretations received 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.

### **2.7. Inspector’s Relationship with Contractor.**

The INSPECTOR shall, through the Contractor's representative, maintain liaison with the Contractor and all subcontractors 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), Architect and the DISTRICT for final decision.

## **2.8 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 visits 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 governmental 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.

## **2.9 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 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 job site 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.

## **2.10 Inspector's 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 in the case of PROJECT test procedures and results; occurrences or conditions that might affect the construction budget or schedule; any work or material in place that does not correspond with the

drawings or specifications, as well as resulting action taken; telephone calls made of a 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 for termination of this AGREEMENT by the DISTRICT.

### **2.11. 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 two (2) work days of the close of the report period. These reports shall include the following information:
  - a) A brief description of the work in progress by each trade or contractor with an estimate of percentage completed to date.
  - b) Notation of progress or other project related meetings conducted on site.
  - c) Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.
  - d) Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the CONTRACTOR from the architect or project engineer.
  - e) Notation of all correction notices or notices of non-compliance issued to the contractor (include a copy of such notices with the report).
  - f) Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
  - g) Notation of the average number of workers and foremen on site each day for the report period.
  - h) Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any work that was impeded.
  - i) Notation of any deviation from the contractor's approved construction schedule.
  - j) Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

## **2.12. Inspector's Records of Construction Procedures.**

- 1) **Maintain all Records.** The INSPECTOR shall maintain all of INSPECTOR'S inspection records of 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.

## **2.13. 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.

## **2.14. Testing Services for Observation.**

The INSPECTOR shall observe and record all testing services.

## **2.15. 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.

## **2.16. 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 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.

## **2.17 . Defective Work.**



If the INSPECTOR determines that any portion 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.

**2.18. 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.

**2.19 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.

**2.20. Payments 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.

**2.21 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.

**2.22. 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 the development of a punch list agreement between the DISTRICT, the Construction Manager (if applicable), the Architect and the Contractor as to incomplete items and the general conditions of areas to be occupied by the DISTRICT prior to substantial completion of the PROJECT by the Contractor.

**2.23. As-Built Drawing.** 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.

**2.24. 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.

### **2.25. Deadlines**

Each Consultant must be prepared and equipped to provide Services in a timely manner and on relatively short notice so as to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

### **2.26. Compliance with Applicable Laws**

Consultant's Statement of Qualifications must set forth Consultant's understanding of all applicable laws, guidelines, and requirements, including the Education Code, Division of the State Architect (DSA) and local ordinances and/or other applicable guidelines applicable to the Services to be undertaken, as well as Consultant's ability and methodology to comply with the same. Consultant's Response must confirm that the proposed Services will meet all the aforementioned requirements as set by the applicable codes, regulations and guidelines.

### **2.27. Working Conditions**

Each Consultant shall be capable of working indoors and outdoors, as required, 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, stepping over trenches, etc.

## **3. STATEMENT OF QUALIFICATIONS**

### **3.1 Firm Information**

Provide a cover letter and introduction, including the company name, headquarters and local office (if different from headquarters) address, telephone number(s), and e-mail address of the person or persons authorized to represent the institution regarding all matters relating to the Response. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners that may affect your performance or completion of this proposed program. A person authorized to bind the firm to all commitments made in the Response shall sign this letter. In addition to the cover letter, complete **Exhibit A – Firm Information Form** and **Exhibit B – Information Questionnaire Form**.

### **3.2 Firm Approach and Methodology**

Describe the Consultant's philosophy with regard to approach and experience related to Services outlined in the RFQ.

### **3.3 Firm Experience**

Provide a summary of Consultant's relevant **expertise and experience** in special inspection services, especially as it relates to community college facilities and DSA approved projects. Consultant must demonstrate a minimum of five (5) years of relevant experience and professional success. Using **Exhibit C – Firm Experience Form**, provide a minimum of five (5) completed projects. Provide detailed descriptions of the most recent projects (particularly community college projects) that the consultant has worked on within the last seven (7) years, which demonstrates relevant experience for

projects of various size, type, and difficulty. Each project description should include the date(s) that the relevant inspection work was performed, the name, title, address, and telephone number of a contact person who can be contacted for verification of information provided by Consultant.

Furthermore, provide a list of all district contracts held within the last five (5) years including, with respect to each project, the project name, property address, contract amount, and Consultant's contact person at the district on said project. Past performance of the Consultant will be evaluated and Clients listed may be contacted for a reference.

### **3.4 Project Team**

Please identify your firm's proposed team, key personnel and staff members and their specific expertise and experience in inspection services, especially as it relates to Community College campus projects. Include an organizational chart for the proposed staff and indicate who will be the District's contact person for your firm. Provide a detailed resume of each team member, including previous experience, number of years with the firm, education, active certifications or licenses. Prime consideration will be given to Consultants who propose team members with experience in community college projects of similar size, type, and difficulty.

### **3.5 Billing Rates and Fee Schedule**

Please use **Exhibit D – Billing Rate** to provide hourly billing rates for all personnel and categories of employees, as well as all any overhead or other special charges.

Consultant rates shall be **all-inclusive** and include/account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. All other services not included herein shall be negotiable as required.

### **3.7 Certification**

Consultants shall certify that they have received the RFQ, read the instructions and submitted a Statement of Qualifications with the proper authorizations. Consultant shall complete **Exhibit E – Certification, Request for Qualification** and submit it with the Response.

### **3.8 Non-Conflict of Interest**

Consultants shall certify that they shall perform Services as an independent contractor and not as an officer, agent or employee of the District. Consultant shall complete **Exhibit F – Statement of Non-Conflict of Interest**, and submit it with the Response.

### **3.9 Local Hire and Local Business**

Please complete **Exhibit G – Questionnaire Form for Local Hire and Local Business**.

Note: During the qualification and selection process (i.e. from the date of this RFQ and/or future RFQs are released to the conclusion of the selection process), if it is determined that any individual(s) who works for or represents any interested firm communicates with, contacts and/or solicits Board Members of the District in any fashion, said firm shall be disqualified from the RFQ and/or RFP selection process, and

may be removed from any established pre-qualified list, as well as the removal from the “interested vendors list.”

#### **4. INSURANCE REQUIREMENTS**

Firms must have the ability to secure insurance coverage and provide Proof of Certificated of insurance and endorsements, as described below:

- a) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  - Owned, non-owned and hired vehicles;
  - Blanket contractual;
  - Broad form property damage;
  - Products/completed operations; and
  - Personal injury;
- b) Professional liability insurance, including contractual liability, with limits of \$2,000,000 per claim;
- c) Workers’ Compensation Insurance shall be maintained, in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Consultant from claims under Workers’ Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Consultant upon or in connection with the work.

Prior to commencing work, the selected firm must provide the District with certificate of insurance that includes the following: the Rancho Santiago Community College District, and its Board, Officers and employees shall be named as additional insured parties on General Liability and Automobile policies. Endorsements must be submitted with the certificate(s).

For detailed insurance requirements and other contract requirements, Consultant shall review **Exhibit H – Consultant Services Agreement**.

#### **5. SELECTION CRITERIA AND EVALUATION PROCESS**

##### **5.1 Selection Criteria**

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting Pre-Qualified Consultants. The Evaluation criteria are as follows:

- Timeliness and Completeness of Response. To receive maximum consideration, Consultant’s Response must be received by the Response Deadline. In addition, Consultant’s Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFQ.

- Technical Qualification and Competence. This includes experience, expertise, and familiarity with applicable laws and requirements for public works projects in general and school projects in particular.
- Approach to Work. This includes project management coordination methodologies, analysis and study approaches, ability to respond to emergencies, delays and consultant's ability to communicate effectively with District personnel, and offer advice in the best interest of the District.
- Record of Past Performance. Consultant's Response will be evaluation for quality of work, completion of work on schedule, cost controls, contracts held with the District or other agencies over the last 5 years as well as the response of references provided by the Consultant or any other references identified by the District.
- Cost Control. Consultant's Response will be evaluated on the billing rates for providing services. This includes cost control procedures, preliminary cost estimates, personnel utilization, and Consultant's policies respecting the pass-through to the District of overhead costs.

## **5.2 Evaluation of Statement of Qualifications**

Responses will be evaluated by a panel of individuals selected by the District. Selection for this Response will not preclude nor guarantee the selected firm consideration for future District projects.

Based on its evaluation of the Responses that it receives, the District may select a Consultant. The District reserves the right to request that some or all of the respondents submit additional written information and/or that they consent to be interviewed by selected District personnel and/or representatives. The District also reserves the right to: (i) extend the Response Deadline, (ii) send out additional RFQs, and/or (iii) provide for other mechanisms for Consultants to be selected to provide Services to the District.

## **5.3 Policies Applicable to Contract Awards**

All work to be performed under any awarded contract must conform to all applicable laws and guidelines and all requirements of the District, local jurisdictions as applicable, all other governmental agencies with jurisdiction, and conform to the requirements set forth by this RFQ.

This Request and any potential future RFQs or RFPs do not commit the District to award a contractual agreement with any vendor or to pay any costs incurred in the preparation of Responses or participation in an interview.

The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFQ, (iii) reissue this RFQ, (iv) send out additional RFQs, (v) reject any and/or all RFQs, (vi) prior to submission deadline for RFQs, modify all or any portion of the selection procedures including deadlines for accepting responses, Services to be provided under the RFQ, or the requirements for content or format of the RFQs, (vii) waive irregularities, (viii) procure any services specified in this RFQ by any other means, (ix) determine that no projects will be

pursued and/or (x) terminate or change the contracting process articulated in this RFQ because of unforeseen circumstances.

Acceptance by the District of any Responses submitted pursuant to this RFQ shall not constitute any implied intent to enter into an agreement for services.

The Responses, including all graphic and narrative materials, shall become the property of the District upon the District's receipt of the Responses. The District shall have the right to copy, reproduce, publicize and/or dispose of each Responses 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.

## **6. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The Rancho Santiago Community College District supports a participation goal of at least 3 percent (3%) of the overall dollar amount expended each year to Disabled Veterans 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 these RFQ documents) 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 Pre-Qualified and then chosen to provided services as a result of an RFP process.

# Exhibit A - Firm Information Form

## Background

\_\_\_\_\_  
Firm Name Address

\_\_\_\_\_  
Yr Est. Phone FAX E-Mail

### Principals/Officers to Contact:

\_\_\_\_\_  
Primary Contact Title Phone E-Mail

\_\_\_\_\_  
Secondary Contact Title Phone E-Mail

Is the firm authorized to do business in CA?  Yes  No  
If Yes, on what basis?  CA Corp  CA Business License  Other: \_\_\_\_\_

Any former address or parent company?  Yes  No  
If Yes, please specify: \_\_\_\_\_

Type of Firm:  Sole Owner  Partnership  Corporation  
 Joint Venture  Other: \_\_\_\_\_

DVBE Participant?  Yes  No

## Experience

Professional Service Fees (indicate index number corresponding to fees received in each noted year):

2014

2015

2016

2017

2018

### Index numbers for Professional Services Fees:

- |                        |                      |
|------------------------|----------------------|
| 1. Less than \$50,000  | 5. \$500,000-\$1M    |
| 2. \$50,000-\$100,000  | 6. \$1M-\$2M         |
| 3. \$100,000-\$250,000 | 7. \$2M-\$5M         |
| 4. \$250,000-\$500,000 | 8. Greater than \$5M |

Years of Service:

Community  
College

K-12

**Personnel**

Total # of Personnel: \_\_\_\_\_

Total # of Consultants: \_\_\_\_\_

	Name of Proposed Consultant	Level of Education/ Degree Obtained	Years of Experience	
			Similar Work	Community College Work
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

**Sub-Consultants**

	Name of Proposed Sub-Consultant	Area of Service	Years of Experience	
			Similar Work	Community College Work
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____



## Exhibit B - Firm Information Questionnaire

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### ANSWER THE FOLLOWING QUESTIONS

1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company?  Yes  No

If yes, explain on a separate, signed sheet.

2. Does the company have an ongoing relationship or affiliation with a contractor or equipment manufacturer?  Yes  No

If yes, explain on a separate, signed sheet.

3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss?  Yes  No

4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner's representative or other contracting party and which required completion by another party?  
 Yes  No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, date and reason for termination/dispute.

5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership?  Yes  No

If yes, explain on a separate, signed sheet.

6. Has the company ever had arbitration on contracts in the past five (5) years?  
 Yes  No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, a brief description and final resolution.

7. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company?  Yes  No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS SOQ IS TRUE AND CORRECT. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER AND/OR FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit C – Firm Experience Form

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Minimum of five (5) relevant projects completed within the last seven (7) years. Use multiple sheets as necessary.

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Client Name: \_\_\_\_\_

Location (City, State): \_\_\_\_\_

Client Contact Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Project Summary:

Type of Project <sup>(1)</sup>: \_\_\_\_\_

Delivery Method <sup>(2)</sup>, if applicable: \_\_\_\_\_

Milestone Project Schedule: \_\_\_\_\_

DSA Application #: \_\_\_\_\_

Project Narrative:

(1) Type of Project: RE - Renovation/Remodel/Repurpose, ADD - Addition/Expansion, NEW - New Construction, FIX - Repair, PLAN – Planning, AC – Access Compliance.

(2) Delivery Method: DBB – Design-Bid-Build, D-B – Design-Build, L-LB – Lease-Leaseback

# Exhibit D – Billing Rate

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Firm Name: \_\_\_\_\_

## Hourly Billing Rates

Do rates include travel charges?  Yes

*Note: all rates shall include travel and mileage as these are not acceptable reimbursable items.*

Job Title	Personnel Name	Hourly * Rate	Daily Rate (max)

**\* These rates shall be fixed for a 3-year period unless otherwise approved in writing by the District for any deviations from hourly rates provided herein.**

\_\_\_\_\_ Effective Dates of Rates

\_\_\_\_\_ Signature

**NOTE:** All licensed professionals in responsible charge of the work MUST be directly employed by the responding Consultant and NOT employed as a Sub-Consultant. Consultant's proposed rates should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, travel, and all other expenses the Consultant will incur in providing Services. All other Services not included herein shall be negotiated as required.

## Exhibit E - Certification, Requests for Qualifications

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I certify that I have read and received a complete set of documents including the instructions for submitting a Statement of Qualifications ("Response") in response to the attached Request for Qualifications. I further certify that I am submitting five (5) original copies, and one (1) CD containing a complete, single-document PDF version of the firm's Response in response to this request and that I am authorized to commit the firm to the Response submitted.

I consent to Rancho Santiago Community College District contacting references included in this Statement of Qualifications, including but not limited to other school districts listed herein for the purposes of obtaining information about the survey experience.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A STATEMENT OF QUALIFICATIONS DISQUALIFICATION

_____ Signature	_____ Typed Name
_____ Title	_____ Company
_____ Street Address	_____ City, State and Zip Code
_____ Telephone	_____ Fax
_____ Date	

If you are submitting as a corporation, please provide your corporate seal here.

## Exhibit F – Statement of Non-Conflict of Interest

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The undersigned, on behalf of the consulting firm set forth below (the “Consultant”), does hereby certify and warrant that if selected, the Consultant, while performing the consulting services required by the Request for Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District (“the District”).

(1) No officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;

(2) The Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;

(4) The Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and

(5) During the selection process (from the date the RFQ is issued and ending on the date of the award of the contract), if it is determined that any individual(s) who work(s) and/or represent(s) the Consultant for business purposes communicates, contacts and/or solicits District’s Governing Board (“Board”), selection committee members, any members of Citizens’ Oversight Committee, or with any employee of the District except for clarification and questions as described herein in Section 1.6 in any fashion, such Consultant shall be disqualified from the RFQ selection process and from participating in any future RFQs and/or RFQs. This may also result in the removal of the Vendor, Firm, Contractor and/or Consultant from any established Pre-qualified list, as well as the removal from the “interested vendors” list.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**IF CONSULTANT IS UNABLE TO VERIFY THAT NO CONSULTANT EMPLOYEES ARE ALSO EMPLOYEES, OFFICERS OR AGENTS OF THE DISTRICT, PLEASE READ SECTION BELOW AND PROVIDE ADDITIONAL INFORMATION ON A SEPARATE SHEET.**

(1) Consultants are required to disclose any Consultant’s employee, officer or agent who is also an employee of the District. Please provide this information on a separate sheet.

(2) For all “dual employees” disclosed by a Consultant, the Consultant must provide specific details of the general/routine roles and responsibilities of the “dual employee” for the Consultant and the specific duties and responsibilities of the “dual employee” relating to the RFP and services required by the RFP.

(3) For Consultant who discloses that an employee, officer or agent of the Consultant is also a District employee, the District reserves the right to reject any Proposal based on the roles and responsibilities of the “dual employee” violating BP 7004 or Government Code §1126(a).

# EXHIBIT G – Questionnaire for Local Hire and Local Business

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Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local Businesses and the Board of Trustees has established a goal of 50% participation of “Local Hires” and 25% participation of “Local Businesses” for various capital construction projects. It is the intent of the District to not only meet these goals, but to exceed them. As used in this Exhibit, “Local Hire” and “Local Business” is defined as follows:

“Local Hire” means an individual who resides in the following zip codes: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a “veteran” as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District’s colleges.

“Local Business” means a business that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the Consultant submits a response to this RFQ. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The Consultant may also apply to obtain District approval of its internship program. Local Business shall also mean any Consultant that uses apprentices from a District approved apprenticeship program.

Please check all that apply and provide the information requested:

- Consultant **is** a Local Business
- Consultant **is not** a Local Business
- Consultant intends to use the following Local Businesses in providing the services set forth in this RFQ:  

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- Consultant employs the following Local Hires (provided name and zip code of residence):

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- Consultant intends to use the following Local Hires in providing the services set forth in this RFQ:

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If selected, the Consultant agrees it will use Local Hires and Local Businesses to the extent possible or if the opportunity arises at any time the Consultant is providing services pursuant to this RFQ and the final contract entered into with the District. The District may request information or documents to confirm participation by a Local Hire or Business and Consultant agrees to comply with any reasonable requests.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit H – Template Agreement

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\*\*\* See Attached Pages \*\*\*



## INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and [REDACTED] (“INSPECTOR” or “CONSULTANT”). The INSPECTOR shall devote each working day to the inspection of [REDACTED] (hereinafter referred to as “PROJECT”). The DISTRICT and the INSPECTOR are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

**WHEREAS**, 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;

**WHEREAS**, 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; and

**WHEREAS**, INSPECTOR is and shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 while performing or providing any Services under this AGREEMENT;

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

### ARTICLE I – SERVICES AND RESPONSIBILITIES

A. 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 Article I of this AGREEMENT and as set forth in EXHIBIT “A”. The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309, 17311, 81141, 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 of Record and Engineer of Record. The INSPECTOR shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Contract Term.** The term of this AGREEMENT shall begin <<start date>> and shall end <<end date>>, in accordance with the schedule as stated in EXHIBIT “A”. The PARTIES agree should all Services be completed by INSPECTOR and accepted, in writing, by DISTRICT prior to the end date stated within this Paragraph, the AGREEMENT shall automatically terminate.
- (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 Sections 17309 and 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 Construction Change documents. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible Architect for preparation of Construction Change Documents to cover the required work.

(c) Job File.

(i) 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, and 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:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) 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 156);
- (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.

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.

(ii) 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, INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from 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 DISTRICT;
- (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 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) 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) INSPECTOR shall obtain the necessary Project Inspection Cards ("PIC") (form DSA 152) from the DSA for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The INSPECTOR shall submit the Construction Start Notice/Inspection Card Request (form DSA 102-IC) to the DSA and provide the necessary information for the issuance of the appropriate amount of PIC's that are needed for the inspection and completion of 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) 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 DSA Field Trip Note issues have been resolved; 5) all related Construction Change Documents have been approved by the DSA involving Structural, Access or Fire Life Safety; and 6) all required documentation has been received by the INSPECTOR.

(iii) 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) 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 such 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) INSPECTOR shall collect a copy of the necessary Interim Verified Reports (form DSA 291) prepared by the Engineering Manager of 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) 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) 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) 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 up the unapproved work.

(ix) In the event the PROJECT requires incremental construction work to make a complete system, the INSPECTOR shall meet with the Architect and Contractor to mutually agree on a system to keep track of the compliant construction work that is completed incrementally so the INSPECTOR can sign off and approve the complete system once all increments have been constructed. The INSPECTOR shall verify with the Architect in writing that the DSA approves of the inspection plan for the incremental construction detailed in the DSA approved Construction Documents.

(e) Testing and Special Inspections.

(i) 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 DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) 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) INSPECTOR shall meet with the Laboratory of Record and all 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) 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 by such Special Inspectors 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.
- (f) Inspector's Semimonthly Reports. INSPECTOR shall keep the Architect or registered engineer thoroughly informed as to the progress of the work by making written semimonthly reports on the 1<sup>st</sup> and 15<sup>th</sup> of each month throughout the duration of the PROJECT as required in Section 4-342 of Title 24 of the California Code of Regulations using form DSA 155. The INSPECTOR shall provide the DSA and the DISTRICT with copies of each semimonthly report prepared by the INSPECTOR in connection with the PROJECT.
- (g) Inspector's Daily Report to District. 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 by 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, Construction Change Documents 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. INSPECTOR shall notify the DSA of the following events using form DSA 151:
- (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 significant concrete work is being completed on the PROJECT; or
  - (v) When work is suspended for a period of more than one month.
- (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.

- (j) Deviations. In the event the INSPECTOR identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the INSPECTOR shall verbally notify the Contractor, Architect and the DISTRICT. If the deviations identified by the INSPECTOR are not immediately corrected by the Contractor, the INSPECTOR must promptly issue a written Notice of Deviation to the Contractor using form DSA 154 and provide the Architect, DSA and the DISTRICT with a copy of such Notice of Deviations. When the deviations identified by the INSPECTOR are corrected by the Contractor, the INSPECTOR shall promptly issue a written Notice of Resolution of Deviations to the Contractor on the original form DSA 154 that was used by the INSPECTOR to identify the deviations. The INSPECTOR shall provide the Architect, the DSA and the DISTRICT with copies of all Notice of Resolution of Deviations that are issued to the Contractor.

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) Changes to the DSA Approved Construction Documents. The INSPECTOR shall verify that all changes to the DSA approved Construction Documents involving Structural, Access or Fire Life Safety are made through a DSA approved Construction Change Document (“CCD”) Category A. The INSPECTOR shall notify the DSA, Architect and the DISTRICT when changes to the DSA approved Construction Documents involving Structural, Access or Fire Life Safety are being performed by the Contractor without a DSA approved CCD Category A.

The INSPECTOR shall be prepared and available to inspect any work that is the subject of an Immediate Change Directive (“ICD”) issued by the DISTRICT.

- (l) Verified Reports.
- (i) The INSPECTOR shall make and submit to the DSA written verified reports, on form DSA 6PI or form DSA 152 as applicable, pursuant to Section 4-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall submit the appropriate verified report to the DSA upon any of the following events:
- (A) Work on the PROJECT is suspended for a period of more than one month;
  - (B) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;

- (C) At the time of occupancy of any building or portion of a building involved in the PROJECT prior to the completion of the entire DSA approved scope of work;
- (D) The PROJECT is substantially complete as determined by the DSA; or
- (E) The DSA requests a verified report.

The INSPECTOR shall prepare and deliver to the DSA detailed statements of fact regarding materials, operations, etc., when requested.

- (ii) The INSPECTOR shall collect copies of the verified reports prepared by the Architect, Engineers, Laboratory of Record, Special Inspectors, Geotechnical Engineer, and/or the Contractor upon any of the following events:
  - (A) Within 14 days of the completion of any of the above parties' services or work;
  - (B) Work on the PROJECT is suspended for a period of more than 1 month;
  - (C) The services of any of the above parties is terminated for any reason prior to the completion of the PROJECT; or
  - (D) The DSA requests a verified report from any of the above parties.
- (m) 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 Board, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action.

## **ARTICLE II - INSURANCE**

A. 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) Section A(2) above shall name the 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.

### **ARTICLE III – COMPENSATION TO INSPECTOR**

- A. DISTRICT agrees to pay INSPECTOR in accordance with EXHIBIT "A".
- B. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the Service, identify the individual performing the Service, state the hours worked and rate charged, and describe the Service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced items. Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the INSPECTOR for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the INSPECTOR of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the invoice.
- C. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: 1) defective or deficient work product not remedied; 2) failure of the INSPECTOR to make payments properly to its employees or sub-consultants; or 3) failure of INSPECTOR to perform its Services in a timely manner so as to conform to PROJECT schedule.
- D. This PROJECT is a public works project as defined in Labor Code section 1720. To the extent applicable, the CONSULTANT and all subcontractors performing the work for the PROJECT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. Failure to comply with these

requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. To the extent applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

#### **ARTICLE IV – TERMINATION**

A. 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 (A)(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) 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 Article I 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 THIS ARTICLE OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

#### **ARTICLE V – MISCELLANEOUS**

A. 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 or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or the DISTRICT 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 Article IV 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.

B. Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. 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. 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. 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.

C. 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.

D. 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.

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

F. 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.

G. 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. 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.

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

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. Counterpart Execution. This AGREEMENT may be executed in counterparts, with the same force and effect as if the signing PARTIES had executed the same original. The PARTIES agree that a facsimile copy may be used in lieu of an original.

Q. Effective April 25, 2016, the Board of Trustees adopted Board Policy 3821 Gift Ban Policy. CONSULTANT shall adhere to Board Policy 3821 as there are strict prohibitions outlined in the policy. For further reference and information please read BP 3821 found on the RSCCD website at <http://www.rsccd.edu/Trustees/Pages/BP-3821.aspx>.

R. Education Code Section 45125.1: During the entire term of this AGREEMENT, CONSULTANT, unless specifically exempted in writing by the DISTRICT, shall fully comply with the provisions of Education Code section 45125.1 ("Fingerprinting Requirements"), when the DISTRICT determines, in its sole discretion, that the CONSULTANT may have contact with Rancho Santiago Community College students or other K-12 pupils in the performance of services under this AGREEMENT. If the CONSULTANT is required to meet the Fingerprinting Requirements, the CONSULTANT must certify in writing to the DISTRICT that neither the employer nor its employees, who must be fingerprinted, have been convicted of a violent or serious felony as defined in Education Code section 45122.1. Unless specifically exempted in writing by the DISTRICT, the CONSULTANT must complete and submit to the DISTRICT a Fingerprint Certification form, in the DISTRICT'S required format, prior to CONSULTANT or any of the CONSULTANT'S employees performing work on the Project or coming into contact with DISTRICT students or other K-12 pupils. CONSULTANT further acknowledges that other fingerprinting

requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements as determined by the DISTRICT.

S. The District’s Board adopted Board Policy 6610 which has established a goal of 50% participation of “Local Hires” and 25% participation of “Local Businesses” for certain applicable capital improvement and construction contracts awarded each fiscal year. It is the intent of the Board to not only meet these goals, but to exceed them. In an effort to collect certain data the District is requesting that your office please complete EXHIBIT “C”.

T. CONSULTANT shall not change any of the key personnel included in EXHIBIT “A” without prior written approval by DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel.

U. If any personnel fail to perform to the satisfaction of the DISTRICT or fully comply with the terms of this AGREEMENT, then upon written notice by the DISTRICT the CONSULTANT shall remove that person from the Project and replace that person with personnel acceptable to the DISTRICT within five (5) business days of said notice. All lead or key personnel for any CONSULTANT must also be designated by the CONSULTANT and shall be subject to the DISTRICT’s right to interview and approve replacement personnel. In either case, DISTRICT shall be allowed to interview and approve replacement personnel.

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

**CONSULTANT:**  
<<NAME OF CONSULTANT>>

**DISTRICT:**  
**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

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

By: \_\_\_\_\_  
Peter J. Hardash, Vice Chancellor Business  
Operations and Fiscal Services

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Tax ID: \_\_\_\_\_

E-mail: \_\_\_\_\_



COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facility Planning, District Construction and Support  
Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director of Purchasing Services

TEMPLATE

**EXHIBIT "A"**

**1. Compensation for Services:**

The DISTRICT shall compensate the CONSULTANT for the performance of all Services required under this AGREEMENT an hourly amount not-to-exceed <<AMOUNT IN WORDS>> **DOLLARS AND <<NO OR AMOUNT OF CENTS>>/100 (\$<<amount in numbers>>)**. Payments will be based on monthly invoices, payable in arrears, which will set forth the hours actually worked and expenses incurred during the billing period, in accordance with Section (E) of this AGREEMENT. The billing rates indicated herein will be multiplied by the actual hours for each position to arrive at the total fee for each month. The CONSULTANT will not exceed the not-to-exceed fee without prior written authorization of the DISTRICT.

a. Included in the not-to-exceed fee is an estimated reimbursable expense allowance in the amount of <<AMOUNT IN WORDS>> **AND <<NO OR AMOUNT OF CENTS>>/100 DOLLARS (\$<<amount in numbers>>)**. Allowable reimbursable expenses are set forth in ARTICLE II, Paragraph 3 of this AGREEMENT. Reimbursable expenses shall be paid to the CONSULTANT at one and five hundredths (1.05) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants.

**or**

a. There are no reimbursable expenses for this AGREEMENT.

**2. Hourly Rates/Fee Schedule:**

The rates set forth in this EXHIBIT "B" shall be valid and not increased during the life of this AGREEMENT.

<b>Position:</b>	<b>Name of Personnel:</b>	<b>Hourly Rate:</b>
		\$

Any changes to personnel shall be in accordance per Article V, section T and U of this Agreement.

Any overtime, weekend, or holiday work must be pre-approved and authorized by the District in advance prior to commencement of such work and must be provided in writing. If overtime rates are different than the above base rates, advance, written, approval shall be required by the District.

**2. Project Description**

**EXHIBIT “B” – STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOALS**

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) of 3 percent per year. Although it is not specifically required, you are encouraged to include DVBE, The undersigned, on behalf of \_\_\_\_\_ (“Consultant”), certifies the following:

- Consultant **is** a certified Disabled Veteran Business Enterprise
- Consultant is **not** a certified Disabled Veteran Business Enterprise

Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

TEMPLATE

**EXHIBIT “C” VENDOR FORM**

**LOCAL HIRE AND LOCAL BUSINESS INFORMATION**

Project Name: \_\_\_\_\_ (“Project”)

The District’s Board adopted Board Policy 6610 which has established a goal of 50% participation of “Local Hires” and 25% participation of “Local Businesses” for certain applicable capital improvement and construction contracts awarded each fiscal year. It is the intent of the Board to not only meet these goals, but to exceed them. In an effort to collect certain data the District is requesting that your office please provide the information requested based on the definitions and information below.

**Definitions**

“Local Hire” means an individual who is “domiciled”, as defined in Elections Code section 349(b), in the following zip codes at least seven days prior to commencing work on the Project: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a “veteran” as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card, and will provide work on the Project. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District’s colleges, and will provide work on the Project.

“Local Business” means a business serving as a contractor as defined in Business and Professions Code section 7026 or a business supplying construction-related materials that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity submits a bid, contract, or proposal for the Project. A Local Business contractor must also be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Local Business shall also mean any business supplying services or supplies for the Project that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity signs a contract or proposal for the Project. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Certification for a minority-owned, women-owned, or disabled veteran business must be provided to the District. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The entity may also apply to obtain District approval of its internship program. The internship program must be approved by the District and must be completed by the end of the Project or by the next semester immediately after completion of the Project. Local Business shall also mean any entity that uses apprentices from a District approved apprenticeship program.

The Vendor shall complete this form for purposes of assisting the District in collecting data regarding participation by Local Hires and Local Businesses on the Project.

Total Number of Workers on Project	Total Number of Local Hires on Project	Total Number of Businesses on Project	Total Number of Local Businesses on Project
Percentage of Local Hires: _____ %		Percentage of Local Businesses: _____ %	

In submitting this form, the Vendor certifies that it has independently verified that all Local Hires and Local Businesses noted in this form meet the definitions for Local Hires and Local Businesses as set forth above. The District may request Vendor to provide additional information or documents to support the numbers listed above. Vendor agrees to provide all additional information or documents requested by the District. Failure to provide any requested information may result in the District delaying Final Payment to the Vendor and Vendor agrees that it shall have no claim for additional costs or days resulting from or in any way related to providing the information in this form.

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_