



**REQUEST FOR QUALIFICATIONS AND
PROPOSALS**

FOR

DSA INSPECTION SERVICES

Proposal Due Date

April 30, 2021 at 4:00 PM

Submit to:

**Covina-Valley Unified School District
519 E. Badillo Street
Covina, CA 91723
Attn: Robin Harbert**

**REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR
DSA INSPECTORS**

The Covina-Valley Unified School District is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive professional DSA inspection services associated with various new construction and/or modernization projects in the District.

If you would like to submit a Statement of Qualifications and Proposal (collectively a “Proposal”) to this REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR DSA INSPECTORS (collectively the “RFP”), please send one (1) hard copy and one (1) electronic copy of requested materials to:

**Covina-Valley Unified School District
Attention: Robin Harbert
519 E. Badillo Street
Covina, CA 91723**

Questions regarding this RFP should be submitted in writing to: Robin Harbert, Assistant Director of Purchasing at rharter@c-vusd.org.

PROPOSED SCHEDULE OF EVENTS

COVINA-VALLEY UNIFIED SCHOOL DISTRICT NAME

(SELECTION OF DSA INSPECTORS)

EVENT	DATE
Distribution/Advertisement of RFP	April 2, 2021
Proposal Due Date	April 30, 2021 at 4:00pm
Review by Technical Committee/Interviews	5/3/21 to 5/14/21
Board Meeting	To Be Determined
Completion of Projects	To Be Determined

Note: All dates are preliminary and subject to revision by the District.

I. INTRODUCTION

The intent of this RFP is to obtain information that will enable the Covina-Valley Unified School District (“District”) to select an Inspector or Inspectors who will provide the DSA Project Inspection Services that the District will require with various new construction and/or modernization projects in the District.

The District is soliciting written Proposals from individuals and firms desiring to provide DSA Inspection Services at various school sites as requested by the District. Interested individuals or firms are requested to submit written Statements of Qualifications and their proposed pricing structure to the District in response to this RFP. All services requested will be under the supervision of the Director of Maintenance, Operations, Facilities, and Transportation (MOFT).

Included in this package is a proposed Project Inspector Services Agreement. Should you be selected to perform any inspection services for the District, you will be required to execute the attached Project Inspector Services Agreement.

II. SCOPE OF WORK

The purpose of this RFP is to provide the District with a source to provide all required DSA Inspection Services at various District school project sites. Inspectors may be required to provide services to multiple sites.

Principal items of work shall include, but are not limited to, the following:

- a. Perform all functions and responsibilities of a Division of the State Architect (“DSA”) Inspector of Record;
- b. The responding individual or firm shall provide inspection services in strict accordance with applicable version Sections of Title 24 of California Code of Regulations and including, but not limited to, Sections 4-333 and 4-342; DSA IR A-8; Education Code section 17309 and 17311; and strictly adhering to current and developing DSA Guidelines, formatting and forms. The District will seek the highest qualified DSA Project Inspector;
- c. Respond promptly to requests by the District or its designated representative to provide input on estimates of completion for line items relative to Contractor pay invoices;
- d. Participate in pre-construction meetings and site visits; participate in regular job site construction progress meetings with the District, Project Architect, Construction Manager, Contractor, consultants, and key subcontractors;
- e. Monitor daily construction progress in relation to the Contractor’s adherence to schedules and assure that construction is performed properly, provide continual quality assurance according to District standards;

f. Provide personal and continuous inspection of the Work of construction in all stages of its progress in order to verify that the requirements of the DSA approved plans and specifications are being completely and properly executed;

g. Review and monitor the Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc.;

h. Provide to the District a weekly report itemizing deficiencies in the Work, provide a synopsis of the Work schedule including itemizing changes in the Work

i. Conduct daily site inspections during construction and inform the Contractor, Project Architect and District of all non-conforming Work and the steps required to correct the same by the Contractor; and/or

j. Create and issue construction deficiency lists and participate in the development of the project punch list.

III. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

In order to be considered for selection as the Project Inspector, the respondent entities and individuals shall submit the following items in the District's specified format.

1. Cover Letter (Exhibit "A")

The Proposal must contain a cover letter and introduction, as Exhibit A, including the Responding Firm or Inspector's name, address, and the name, telephone numbers, and e-mail address of the person or persons authorized to represent the firm regarding all matters related to the proposal and who will be available, knowledgeable, and regularly attentive to the District and who will be the primary point of contact. The proposal shall identify the Inspector(s) that will be assigned to the District's project along with their credentials and experience. The Responding Firm will not be allowed to change any designated Inspectors without prior written approval from the District. The Cover Letter shall include the following information:

a. Describe in detail Responding Firm or Inspector's understanding of the requested services and how the Responding Firm or Inspector proposes to service the District.

b. What differentiates the Responding Firm or Inspector from other providers?

c. The Responding Firm's or Inspector's letter must also contain the following statement:

"I/We have read the District's Request for Qualifications and Proposal (RFP) for DSA Inspector and fully understand its intent. I/We certify that I/we have adequate personnel, equipment, and facilities to provide the District's requested services that I/we have indicated I/we can provide. I/We understand that our ability to meet

the criteria outlined in the RFP shall be judged solely by the District. In addition, I/we certify that I/we have thoroughly examined the RFP requirements and our proposed fees cover all the services that I/we have indicated I/we can meet, and I/we acknowledge and accept all terms and conditions in this RFP”.

A person authorized to bind the Responding Firm to all commitments made in the Proposal shall sign the letter, which should be no longer than three single-sided pages.

2. DSA Project Inspection Card Process (Exhibit “B”)

The Proposal shall contain a detailed explanation of how the Responding Firm or Inspector will implement and address the DSA Project Inspection Card Process and the DSA 152 Form. Such discussion shall include, without limitation, the following:

- a. Overall understanding of the Inspection Card Process and how the Responding Firm or Inspector intends to implement the new requirements.
- b. How the Responding Firm or Inspector intends to implement the construction oversight process procedures set forth in DSA PR-13-01.
- c. How the Responding Firm or Inspector intends to timely respond to inspection requests from contractors.
- d. What process and procedures the Responding Firm will have in place to minimize delays if one Section of the DSA 152 Form is not completed for inspection and will impact work on subsequent Sections of the DSA 152 Form.
- e. How the Responding Firm or Inspector will handle deviations by contractors to minimize delays.
- f. What action the Responding Firm or Inspector will take if a Stop Work Order is issued.
- g. How the Responding Firm or Inspector will coordinate its services with the contractors, architect, project/construction manager (if applicable), special inspectors, and testing laboratories.

3. Consultant Company History (Exhibit “C”)

Each Responding Firm or Inspector submitting a Proposal in response to this RFP shall detail the following information in Exhibit C:

- a. Number of Years in business;
- b. Number of Dedicated Inspectors with their DSA Classification Numbers for the company (company-wide); and

c. Number of Dedicated Inspectors located in Los Angeles County (Local Hire).

4. Provide Resumes of Project Inspectors (Exhibit “D”)

a. Provide resumes (limited to 2 single sided pages), DSA Form 5 PI’s and 6 PI’s of comparable projects, and written evidence of DSA classification certification for each proposed DSA Inspector. These resumes must represent projects over the last five years. Please also indicate number of years with the firm either as a contractor or employee and which of the projects have been with the Responding Firm.

b. Please provide reference letters, as available, for each proposed Inspector. The reference letters shall be from the project architects and the school district representatives for the past projects listed by the Responding Firm or Inspector in the Proposal. These letters will not count as part of the two-page resume submission, but should be attached to the relative resume.

5. Project Information & References (Responding Firm or Inspector) (Exhibit “E”)

Please provide information about the projects detailed in Exhibit E above, in the following format, for school districts where the Responding Firm or Inspector provided DSA Project Inspection Services within the past five years.

<u>Years</u>	<u>School District</u>	<u>District Contact, Title</u>	<u>Project Value</u>	<u>Inspector</u>
2013-14	XYZ District	Smith, James Dir. of Facilities	\$XX Million	Doe, John

6. Litigation History (Exhibit “F”)

Provide specific information on any termination for default, termination for convenience, claims filed by or against the Responding Firm or Inspector in connection with any public school district project, litigation settled, or judgments entered within the last ten years related to your firm, joint venture partners, or sub-consultants. Also, provide information relative to any convictions for filing false claims within the past ten years.

7. Insurance Certification Requirements (Exhibit “G”)

The District requires the following insurance limits:

- a. General Liability – \$1,000,000
- b. Automobile Insurance-Policy limits \$1,000,000 with Insert the District as an additional insured
- c. Workers Compensation - California State Minimum Requirements
- d. Professional Liability - Policy Limits \$1,000,000.00 per incident, \$2,000,000 Aggregate

Please detail the insurance limits maintained by the Responding Firm or Inspector.

In addition, include any other information and comments that you feel is pertinent but not specifically asked for herein. Provide a signature page executed by an authorized person of the firm or individual which states that the information provided will be valid for a period of at least six months.

IV. FEE SCHEDULE PROPOSAL

The District’s selection will be based on the Responding Firm or Inspector’s qualifications and competitiveness. To facilitate the District’s selection process, each Responding Firm or Inspector shall submit the proposed Fee Schedule that would be applicable to the District on the above-referenced projects. The Fee Schedule in both hourly and flat monthly rate basis must be provided for all proposed Project Inspectors fees, and must include a description and definition of the billing rates as it applies to all working times.

THE PRICING SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED PACKET.

V. RFP PROPOSED SCHEDULE

Distribution/Advertisement	April 2, 2021
Proposal Due Date	April 30, 2021 at 4:00pm
Review by Technical Committee/Interview	May 3 rd to May 14 th
Board Meeting	To be determined

VI. EVALUATION OF SUBMITTALS

The District will develop a short list of firms that are most qualified and responsive to this RFP and from that listing request firm service. The District will identify the most qualified firms or individuals based on the following criteria:

- a. Overall responsiveness of the RFP
- b. Evaluation of Approach to Performing Services – Including Oral Interview if requested by the District
- c. Past performance of the Inspector on relevant similar work for other school districts, and satisfaction regarding prior projects
- d. Litigation History
- e. Proposed Fees

Proposals should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. Any proposal received after the deadline of Proposal Due Date specified herein, will not be considered or reviewed.

The emphasis of your proposal should be on completeness and clarity of content. Proposals may be rejected if not prepared in the format described above, or if submitted without all required

information and signatures. Additional facts and information may be included if it will help to highlight your firm's qualifications and experience. The District will not be responsible for any errors or omissions on the part of the Responding Firm or Inspector in the preparation of the submittal.

Upon submission to District, proposals and other documents responding to this Request for Proposals become the exclusive property of District, are deemed matters of public record and shall be thereupon considered public records, except for information contained in such proposals or other documents submitted with the proposals deemed to be "Trade Secrets" (as defined in California Civil Code §3426.1), "Confidential" or "Proprietary." A proposer who indiscriminately marks all or most of its proposal or other documents submitted with its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential", "Proprietary" or otherwise, may render the proposal non-responsive and it may be rejected. At such time as proposals and other documents are deemed matters of public record, pursuant to the above, any party shall be afforded access thereto for inspection and/or copying, by request made to District in conformity with the California Public Records Act, California Government Code §§6250, *et. seq.*

If District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a proposal or documents submitted with a proposal deemed exempt from disclosure hereunder, the proposer submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District and its Board of Education, employees, officers and agents, in any action or proceeding from and against any liability, including without limitation attorneys' fees and costs arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials. The District's sole involvement in any such action shall be that of a stakeholder, retaining the requested records/documents/materials until otherwise ordered by a court of competent jurisdiction to disclose or to keep such records/documents/materials confidential. Failure of any proposer to indemnify and defend the District upon request shall be deemed the proposer's consent to the disclosure of the requested records/documents/materials and the District shall thereafter immediately release and disclose the requested records/documents/materials to the requesting party.

Each Firm or individual is requested to submit one hard copy and one electronic copy of the Proposal to the District on or before the Proposal Due Date. Each packet must be clearly identified by firm name, and clearly identified as a Proposal in response to the District's **"REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR DSA INSPECTORS"**.

Direct Proposals to:

Covina-Valley Unified School District
519 E. Badillo Street
Covina, CA 91723
Attention: Robin Harbert
Purchasing Department

The RFP submittal shall be submitted on 8 ½” x 11” papers, single sided, with a font no less than 11 pitch. Maximum pages allowed will be twenty (20) excluding the Fee Schedule. Submittals are to be submitted in sealed packages.

An individual or individuals authorized to execute legal documents on behalf of the consultant shall sign the Proposal on the last page of the document. Failure to provide the information requested in this RFP, or the inclusion of any conditional limitations, or misrepresentations, may adversely affect the evaluation of your submittal, or be cause for consideration as non-responsive to the RFP.

Once the District receives the responses to the RFP, the submittals will remain valid and may not be withdrawn for a period of ninety (90) days.

VII. QUESTIONS/CLARIFICATIONS

Questions or clarifications during the RFP preparation period should be submitted in writing to: Robin Harbert, Assistant Director of Purchasing at rharbert@c-vusd.org.

VIII. FINGERPRINTING REQUIREMENT

The Responding Firm or Inspector shall obtain a criminal history clearance in conformance with California Education Code Section 45122.1 through the California Department of Justice fingerprint program. The firm shall not permit any employee or any subcontractor’s employee to perform services at a school campus until the California Department of Justice has determined that the employee has not been convicted nor has criminal charges pending of a felony offence as defined in the Education Code section 45122.1

IX. HOURS OF WORK

The work at school sites shall be coordinated with the District. The District shall establish actual start dates and completion dates. The District must authorize any “premium” (overtime) work. Evening and weekend work may be necessary.

X. INSURANCE REQUIREMENT

Requirements outlined in the Inspector Services Agreement and as set forth in this package.

XI. DISTRICT RIGHT TO REJECT

The District reserves the right to accept or reject any and all submittals, or any portion or combination thereof, to contract with whomever and in whatever manner the District decides, to abandon the RFP entirely, to make a selection on the basis of the total submittal, and to waive any informality or non-substantive irregularity, as the interests of the District may require.

The Responding Firm or Inspector’s information package, and any other supporting materials submitted to the District in response to this Request for Proposals will not be returned and will become the property of the District. This document does not commit the District to select any Responding Firm or Inspector.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFP and makes no representation that a firm or inspector will be selected. Furthermore, District reserves the right to add additional firms for consideration after receipt of this RFP if it is found to be in the best interest of the District.

XII. ATTACHMENTS TO THIS PROPOSAL

Attachment as identified is incorporated herein by this reference as if fully set forth herein. If any conflict arises between the services identified, the District shall, at its sole discretion determine which services shall be performed.

Attachment A – Project Inspector Services Agreement

ATTACHMENT "A"

PROJECT INSPECTOR SERVICES AGREEMENT

(ATTACHED)

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the COVINA-VALLEY UNIFIED SCHOOL DISTRICT (“DISTRICT”), and _____ (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

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

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 17309, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

- (b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in

the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

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

- (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.

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

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

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

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

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

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

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

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted

electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

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

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

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

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

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

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

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

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

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

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

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

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

(e) Testing and Special Inspections.

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

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

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

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

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

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

- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
 - (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 - (xiii) Times of day INSPECTOR was present on site.

(h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:

(i) When work is started on the PROJECT.

(ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.

(iii) At least 48 hours in advance of the first pour of concrete.

(iv) When work is suspended for a period of more than two weeks.

(i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

(i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

(ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

(iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

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

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

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

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

(k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (1) 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 school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

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

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
 - a. Owned, non-owned and hired vehicles at cash value;
 - b. Blanket contractual;
 - c. Broad form property damage;
 - d. Products/completed operations; and
 - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

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

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

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

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this

section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.

- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

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

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

officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

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

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

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

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

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

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL

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

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

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

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

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

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

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

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

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

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

INSPECTOR:

By: _____

DISTRICT:

Covina-Valley Unified School District

By: _____

EXHIBIT "A"

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

<u>INSPECTOR CERTIFICATION</u>	<u>HOURLY</u>
PROJECT INSPECTOR CLASS 1	\$ _____
PROJECT INSPECTOR CLASS 2	\$ _____
PROJECT INSPECTOR CLASS 3	\$ _____