

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(PROJECT INSPECTION SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the ___ day of _____ by and between the Peralta Community College District, ("District") and _____ ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide project inspection services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

The Services shall be performed on the following project(s)/sites(s) ("Project"):

Project Inspector Services at Merritt College located at 12500 Campus Drive, Oakland, CA 94619.

2. **Term.** Consultant shall commence providing Services under this Agreement commencing on _____, 2021 and will diligently perform as required and complete performance by _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> x </u>	Signed Agreement
<u> x </u>	Workers' Compensation Certification
<u> x </u>	Insurance Certificates and Endorsements
<u> x </u>	W-9 Form
<u> x </u>	DIR Registration Certificate
<u> x </u>	Proof of DSA Certification

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ **00/100** (**\$_____00**). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her 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. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows.

8. **Performance of Services.**

- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant agrees to attend meetings with the District, other professionals employed by the District and local and regional agencies, as needed, and as directed by the District.

- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of

competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

- 13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 13.1.1. material violation of this Agreement by the Consultant; or
- 13.1.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 13.1.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for

the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims that arise out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, contractors, or agents. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all claims (s) and allegations relating thereto with counsel approved by District where such approval is not reasonably withheld. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

15. Insurance.

15.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers'

Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment.** The Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of District and any such assignment, transfer, delegation, or sublease without the District's prior written consent shall be considered null and void.

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at

the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

- 17.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.
 - 17.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.
 - 17.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.
 - 17.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
18. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the Services because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's

employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Peralta Community College District
333 E. 8th Street
Oakland, CA 94607
Fax:
Email: atheriasmith@peralta.edu
ATTN: Atheria Smith, Interim Vice
Chancellor Department of General Services

Consultant:

Fax:
Email:
ATTN:

Any notice personally given or sent by email or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Entire Agreement and Modification.** This Agreement constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein

contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2021

Dated: _____, 2021

Peralta Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Registration No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

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

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

1. BASIC SERVICES AND PROJECT SITES

1.1 Consultant (or "IOR") shall provide comprehensive inspection services associated with the following three projects at Merritt College: Landscape Horticulture Interim Housing Project, New Child Development Center (CDC), and the New Landscape Horticulture Complex (MLH), DSA application numbers respectively ("Project"):

1.1.1 Landscape Horticulture Interim Housing Project: 01-119866

1.1.2 New Child Development Center (CDC): 01-119166

1.1.3 the New Landscape Horticulture Complex (MLH): 01-119409

2. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

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

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

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

[IOR'S SCOPE OF SERVICES CONTINUES ON FOLLOWING PAGE]

A. General.

The IOR shall act as an agent for the District at the project site. Services under this agreement are to provide assurance that the Project is built according to the approved construction documents so that the DSA can certify the Project work when complete. The IOR must possess actual knowledge obtained by their personal inspections of the work of construction in all stages of its progress to ensure that the requirements of the approved plans and specifications are being executed. The IOR must follow DSA applicable Interpretation of Regulations describing the duties of the Project inspector.

The duties of the Inspector will include all the activities required to develop, comprehend, and maintain personal knowledge of the Project work, generally including the following.

1. Maintain codes, documents & records as prescribed by DSA,
2. Attend Project meetings,
3. Continuously inspect construction and maintain records of such inspections,
4. Inspect materials & material deliveries,
5. Identify, document & report deviations in the construction from the requirements of the DSA approved construction documents,
6. Coordinate Testing & Inspection,
7. Monitor the work & reports of the Laboratory of Record (LOR),
8. Prepare Reports,
9. Monitor the work of Assistant Inspectors if applicable,
10. Communicate & notify appropriate parties in an organized & timely manner,
11. Review as-built drawings, and requests for payment,
12. Issue correction and stop work notices and notify the Construction Manager and District in writing if work does not confirm to contract documents,
13. Report project delays,
14. Perform Project close-out procedures and all other tasks required to be performed by a "Project Inspector" under Title 24, Part I of the California Code of Regulations, and as required by the Education Code "Field Act".

B. Pre-Construction

1. Familiarity with Contract Documents. Develop a comprehensive understanding of the contract plans and specifications to perform the duties contained herein.
2. Inspection Plan. Prior to commencement of work, IOR will cooperate with the Construction Manager, General Contractor, and the Architect to develop an Inspection Plan for the project.
3. DSA Document List. Prior to commencement of work the IOR shall work with the Construction Manager to develop a list of DSA required documents unique to the individual project.
4. Posting. Post all addenda items in the DSA approved inspector set of project documents.

C. Maintenance of codes, documents & records

1. Codes. Maintain copies of the applicable Title 24 building codes and interpretive manuals at the job site for the duration of the Project. The codes shall include, at minimum:
 - a. The State Uniform Plumbing Code:
 - b. The State Uniform Mechanical Code:
 - c. The State and National Electric Code[s]:
 - d. The State Uniform Building Code:
 - e. State access standards and interpretive regulations:
2. Up-to-date Plans. The IOR shall keep a current and up to date file of the approved plans and specifications (including all approved documents to the Construction Manager for proper action. The approved plans and specifications shall have all addenda, changes, field directives identified and posted in the job file. Maintain records at the site in an orderly manner, including the construction contract, addenda, supplements, submittals, correspondence, approved shop drawings and other project data.
3. Construction Procedure Records. The IOR shall keep a record of certain phases of construction procedures including, but not limited to the following:
 - a. Concrete pouring operations. The records shall indicate time, date, and location of placing concrete and the time, date, and location of removal of forms in each portion of the structure.
 - b. Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - c. All such record of construction procedures shall be kept on the job until the completion of the work. These records shall be made a part of the permanent records of the Owner.

D. Meetings

1. Attend all meetings as requested in contract documents and requested by the District, such as billing meetings, specifications review, coordination progress, and pre-installation meetings.

E. Inspection

1. Construction Methods and Procedures. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, all finishes, electrical, mechanical, fire alarm, etc.
2. Inspection Card. Perform Inspection Card (DSA-152) sign-off when certain construction milestones are completed in accordance with the DSA approved construction documents and as outlined in the DSA-152 Inspection Card Manual. When a portion of construction includes structural testing and special inspections, the IOR shall coordinate with the laboratory and/or special inspectors to obtain their Interim Verified Report in order to complete the sign-off of the Inspection Card.
3. Special Inspection. Coordinate the activities of Special Inspection to ensure that the project design criteria and specifications are implemented. Special Inspection by Inspectors specially approved by the District may be required on all of the following as applicable:
 - a. Masonry construction
 - b. Ready-mixed concrete batching
 - c. Geotechnical / soil compaction
 - d. Steel fabrication
 - e. High-strength steel bolt installation
 - f. Welding
 - g. Electrical and Mechanical work
 - h. Others

Special Inspections may be performed by the IOR if they have been specifically approved for such purposes. Where other Special Inspectors are required to comply with DSA and/or CBC requirements, the IOR shall manage coordination, scheduling, and timely reporting of results to the Construction Manager.

The District may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. It may require special inspection at the site in addition to those listed above if found necessary because of the special use of a material or methods of construction.

4. Materials. Inspect, verify, and document Contractor's delivered equipment and materials to ensure that they meet submittal and specification requirements. Such Inspection must occur within 48 hours of Contractor's delivery to the job site. Notify the Construction Manager in the event that materials stored on the site will

neither interfere with the Project work nor incur damage from weather or other causes.

F. Testing and Inspections

1. The IOR shall be the Contractor's sole point of contact for, and shall coordinate, all testing and inspections. This includes testing and inspections by other consultants and outside agencies. The IOR shall maintain a log and record dates and hours worked onsite as well as tests performed for all special inspections. The IOR shall review all invoices for special inspections and track budget for special inspections.

G. Reporting

1. Inconsistencies and Errors. All inconsistencies or suspected/apparent errors in the plans and specifications shall be reported promptly to the Construction Manager for interpretation and instructions by the Architect. In no case shall the final instructions be construed to cause work to be done that is not in conformity with the approved plans, codes and regulations, and specifications, unless accompanying documents authorize such changes. Cooperate with the Architect, Construction Manager, Testing Lab, regulatory agencies and appropriate governing bodies during the observation of the work of construction to ensure compliance with the approved drawings and specifications.
2. Interpretations and Clarifications. Request interpretations and clarifications of the approved contract drawings and specifications, when necessary, from the Architect via the Program Manger. Refer any received code interpretations that cause deviations from the approved drawings and specifications to the Architect and the Construction Manager for preparation of response.
3. Reports. Provide required reports to the Division of the State Architect.
 - a. Daily Activity Reports. Submit, on a daily basis, an activity report, in PDF format, to the Construction Manager, including the following information as it pertains to the work inspected.
 1. Activities performed by the Contractors, and areas where work is performed.
 2. Manpower assigned to each Contractor and Subcontractor.
 3. Equipment and materials delivered to the site.
 4. Weather conditions.
 5. Construction equipment and vehicles utilized.
 6. Identification of visitors to the site.
 7. Any observations of the Inspector and/or Architect.
 8. Verbal instruction and clarifications of the work given to the Contractor.
 9. Inspection by the representatives of regulatory agencies.

10. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 11. Record any work or material in place that does not correspond with the 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 by the Contractor. Note corrective actions taken and persons notified of any corrective actions deemed.
 12. Provide digital photographs of segments of construction as well as items that will be permanently covered.
- b. Semi-monthly Reports, in PDF Format, shall be submitted on the 1st and 16th day of each month of Project work.
 - c. Verified Progress Reports. Reports to be submitted as required by Title 24, and provided to DSA on required form, following review by the Architect; Inspector must provide the Verified Progress Reports to Architect, in typed format, forty-eight hours prior to the date of required transmission to DSA.
4. Other. Confirm that Fire Life Safety and electronic grounding tests have been successfully completed.

H. Notification

1. Deviations. The IOR shall notify the Contractor, in writing of any deviations from the approved plans and specifications that are not immediately corrected by the Contractor when brought to their attention. Copies of such notice shall be forwarded immediately to the Construction Manager and to the District.
2. Corrective Changes. Submit to the Construction Manager, in a timely manner, a detailed report or request for clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
3. Notice of non-compliance. Issue notices of non-compliance to the Contractor, with copies to Construction Manager/Architect denoting apparent deviations from the Contract Documents and preparation of a log of such deviations. Notify the Construction Manager of apparent changes from the contract documents without an authorized and approved change order.
 - a. Notify the Construction Manager/Architect of questionable materials and/or workmanship, as needed, to allow remedial action to be taken, in circumstances where Inspector believes he is not qualified to judge the acceptance of such materials and/or work.

4. Benchmark. Provide notice of specific benchmarks during the course of construction in accordance with applicable requirements of the Division of the State Architect.

I. Review

1. As-Builts. Inspect and verify that Contractor's As-Built record documents are updated on a regular basis and are complete and up to date monthly prior to processing the Contractor's monthly payment request.
2. Special Inspection Billings. The IOR shall review Special Inspector's billings and provide to the Program Manger a written accounting that either notes discrepancies or makes the recommendation to accept the billing as submitted.
3. Contractor Payment Requests. Assist in reviewing the Contractor's Payment Request at billing meetings.
 - a. Verify Contractor's monthly requests for payment to determine that the request is consistent with the work completed; certify or recommend denial of the request for payment and forward to Architect for action.
4. Contractor Submittals. Assist in the review of Contractor's Submittals.

J. Closeout

1. Substantial Completion. When the Contractor's work or a designated portion thereof is substantially complete, prepare a list of incomplete or unsatisfactory items via a punch list and submit to the Construction Manager
2. Project Completion. At completion of the project, deliver all inspection records and project correspondence to the Construction Manager.
3. Project Inspector Verified Report (DSA-6-PI). Upon successful completion of project, inspector shall promptly submit DSA-6-PI to DSA per California Code of Regulations, Title 24, Part 1, Sections 4-336 or 4-240.

K. Duties Not Included. Inspector will not be expected to perform the following work of others.

1. The Inspector will not supplant any part of the Architect's construction Administration responsibilities.

2. The Inspector will not duplicate any of the responsibilities assigned to Construction Manager, who will function as the District's lead consultant during the construction phase.
3. The Inspector shall take special care to ensure that they do not issue instructions to the Contractor that will result in a claim for extra compensation or a claim for an extension of time of Contract completion.
4. The Inspector will not perform specific coordination tasks or provide construction supervision.
5. The Inspector will not perform any duties related to the monitoring and enforcement of project site safety. This shall be the responsibility of the General Contractor. If a potential concern is observed, the Inspector will notify the General Contractor and Construction Manager.

L. Facilities and Equipment.

1. District will provide office space, furniture and equipment as described in the RFP, for use by the Inspector of Record. Inspector will be responsible for providing their own vehicle, and special equipment, personal computer and related equipment, and any clerical support and other goods and supplies necessary to perform services as required by this contract.

M. Withdrawal and Approval and/or Certification

1. The DSA field engineer observes the project inspector's performance of code-prescribed duties during the course of construction. The IRA-8 describes the required duties and responsibilities of the project inspector. Failure to perform duties as required may result in the withdrawal of approval and/or certification of the project inspector.

[END OF EXHIBIT]

EXHIBIT "B"
FEE/BILLING RATES

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

1. Inspector of Record Class I - \$____/hour (Fully loaded rate)
2. Inspector of Record Class I – after 40 hr/wk, weekends and hours between 6:00pm and 6:00am are at _____ the hourly rate.
3. Inspector of Record Class I – Holidays are _____ the hourly rate.

[END OF EXHIBIT]

SAMPLE