

## **INSPECTOR SERVICES AGREEMENT**

This AGREEMENT is made and entered into this **10th** day of **AUGUST, 2021**, between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and KNOWLAND CONSTRUCTION SERVICES (“INSPECTOR” or “CONSULTANT”). The INSPECTOR shall devote each working day to the inspection of BARRIER REMOVAL LIBRARY RESTROOM RENOVATION AT SANTA ANA COLLEGE (hereinafter referred to as “PROJECT”). The DISTRICT and the INSPECTOR are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

**WHEREAS**, INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she is assigned to perform inspection services;

**WHEREAS**, INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT; and

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

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

### **ARTICLE I – SERVICES AND RESPONSIBILITIES**

A. Services to be provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Article I of this AGREEMENT and as set forth in EXHIBIT “A” (collectively “Services”). The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General**. The INSPECTOR shall act under the direction of the Architect of Record and Engineer of Record. The INSPECTOR shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Contract Term**. The term of this AGREEMENT shall begin **August 10, 2021** and shall end when the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved, in accordance with the schedule as stated in EXHIBIT “A. The PARTIES agree should all Services be completed by INSPECTOR and accepted, in writing, by DISTRICT prior to the end date stated within this Paragraph, the AGREEMENT shall automatically terminate.
- (3) **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 of the work under his or her purview, which is obtained by his or her personal and continuous physical inspection of the work of construction in all stages of its progress, as set forth in California Education Code Sections 17309 and 81141, to ensure that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work through the INSPECTOR's physical presence on a project site at all times necessary to physically observe the progress of 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 thoroughly and 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 errors in the plans and specifications shall be reported promptly to the Architect or registered engineer for his or her interpretation and instructions. In no case, however, shall the instruction of the Architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and Construction Change documents. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible Architect for preparation of Construction Change Documents to cover the required work.

- (c) Job File.

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

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution

status;

- (J) Notices of Deviations/Resolution of Deviations (form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (form DSA 291);
- (M) Special inspection reports (form DSA 292);
- (N) Geotechnical reports (form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01 (as required).

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

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

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

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

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

(A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;

(B) The PROJECT is substantially complete in accordance with DSA requirements;

(C) The work on the PROJECT is suspended for a period of more than one (1) year; or

(D) Upon the request of the DSA.

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

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

(d) Project Inspection Cards.

(i) INSPECTOR shall obtain the necessary Project Inspection Cards ("PIC") (form DSA 152) from the DSA for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The INSPECTOR shall submit the Construction Start Notice/Inspection Card Request (form DSA 102-IC) to the DSA and provide the necessary information for the issuance of the appropriate amount of PIC's that are needed for the inspection and completion of the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 (as required) and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: 1) the identified work is in compliance with the DSA approved Construction Documents; 2) all required testing and special inspections have been completed; 3) any and all deviations from the DSA approved Construction Documents have been resolved; 4) all DSA Field Trip Note issues have been resolved; 5) all related Construction Change Documents have been approved by the DSA involving Structural, Access or Fire Life Safety; and 6) all required documentation has been received by the INSPECTOR.

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

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

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

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

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

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

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

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

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

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

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

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

(e) Testing and Special Inspections.

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

(ii) INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge

and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

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

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

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

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

(f) Inspector's Semimonthly Reports. INSPECTOR shall keep the Architect or registered engineer thoroughly informed as to the progress of the work by making written semimonthly reports on the 1<sup>st</sup> and 15<sup>th</sup> of each month throughout the duration of the PROJECT as required in Section 4-342 of Title 24 of the California Code of Regulations using form DSA 155. The INSPECTOR shall provide the DSA and the DISTRICT with copies of each semimonthly report prepared by the INSPECTOR in connection with the PROJECT.

(g) Inspector's Daily Report to District. INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:

- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
  - (ii) Manpower assigned by the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
  - (iii) Weather conditions.
  - (iv) Equipment and materials delivered to the site.
  - (v) Construction equipment and vehicles utilized and duration on PROJECT.
  - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
  - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
  - (viii) Inspection by representatives of regulatory agencies.
  - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
  - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
  - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders, Construction Change Documents and job conditions affecting the interests of the DISTRICT.
  - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
  - (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. INSPECTOR shall notify the DSA of the following events using form DSA 151:
- (i) When work is started on the PROJECT;
  - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms;
  - (iii) At least 48 hours in advance of the first pour of concrete;
  - (iv) When significant concrete work is being completed on the PROJECT; or



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

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

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

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

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

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

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

(l) Verified Reports.

(i) The INSPECTOR shall make and submit to the DSA written verified reports, on form DSA 6PI or form DSA 152 as applicable, pursuant to Section 4-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall submit the appropriate verified report to the DSA upon any of the following events:

- (A) Work on the PROJECT is suspended for a period of more than one month;
- (B) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (C) At the time of occupancy of any building or portion of a building involved in the PROJECT prior to the completion of the entire DSA approved scope of work;
- (D) The PROJECT is substantially complete as determined by the DSA; or
- (E) The DSA requests a verified report.

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

(ii) The INSPECTOR shall collect copies of the verified reports prepared by the Architect, Engineers, Laboratory of Record, Special Inspectors, Geotechnical Engineer, and/or the Contractor upon any of the following events:

- (A) Within 14 days of the completion of any of the above parties’ services or work;
- (B) Work on the PROJECT is suspended for a period of more than 1 month;
- (C) The services of any of the above parties is terminated for any reason prior to the completion of the PROJECT; or
- (D) The DSA requests a verified report from any of the above parties.

(m) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the Contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the DISTRICT Board, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action.

**ARTICLE II - INSURANCE**

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

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

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

A. DISTRICT agrees to pay INSPECTOR in accordance with EXHIBIT "A". The rates set forth in Exhibit "A" shall be valid for the entire term of this AGREEMENT and shall not be increased during the term of this AGREEMENT. Compensation shall be based on actual hours worked; the District does not allow for minimum hours.

B. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period. Invoices for fees must reflect the date of the Service, identify the individual performing the Service, state the hours and days/dates worked and hourly rate charged, and describe all activities performed. Invoices requesting payment for overtime must reflect straight time and overtime hours being charged and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the INSPECTOR for monthly

invoices requesting overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the INSPECTOR of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the invoice.

C. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: 1) defective or deficient work product not remedied; 2) failure of the INSPECTOR to make payments properly to its employees or sub-consultants; 3) failure of INSPECTOR to perform its Services in a timely manner causing delay or disrupting to the PROJECT schedule; or 4) any amounts equal to the DISTRICT's costs caused by the INSPECTOR's errors or omissions, willful or reckless misconduct, or other breach of this AGREEMENT.

D. This PROJECT is a public works project as defined in Labor Code section 1720. To the extent applicable, the CONSULTANT and all subcontractors performing the work for the PROJECT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. To the extent applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

#### **ARTICLE IV – TERMINATION: SUSPENSION**

1. Termination for Cause. The DISTRICT may terminate this Agreement upon seven (7) days advance written notice to the INSPECTOR if there is a default by the INSPECTOR in its performance of a material obligation hereunder. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, INSPECTOR shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion to the satisfaction of the DISTRICT. In addition to the DISTRICT's right to terminate this Agreement pursuant to the foregoing, the DISTRICT may terminate this Agreement upon written notice to INSPECTOR if: (i) INSPECTOR becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by INSPECTOR or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for INSPECTOR or any of INSPECTOR's property on account of INSPECTORs insolvency; or (ii) if INSPECTOR disregards applicable laws, codes, ordinances, rules or regulations. If DISTRICT exercises the right of termination hereunder, the Contract Price due the INSPECTOR, if any, shall be based upon Basic Services, authorized Additional Services, and allowable expenses incurred or provided prior the effective date of the DISTRICT's termination of this Agreement, reduced by the DISTRICT's prior payments of the Contract Price and losses, damages, or other costs sustained by the DISTRICT arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the INSPECTOR, if any, shall be made by DISTRICT only after completion of the Post-Construction Phase of the Project. INSPECTOR shall remain responsible and liable to DISTRICT for all losses, damages, or other costs sustained by DISTRICT arising out of termination pursuant to the foregoing or otherwise arising out of INSPECTOR's default hereunder, to the extent that such losses, damages or other costs exceed any amount due INSPECTOR hereunder for Basic Services, authorized Additional Services, and Expenses.

2. DISTRICT's Termination for Convenience. The DISTRICT may, at any time, upon seven (7) days advance written notice to INSPECTOR terminate this Agreement or the Work of the Project for the DISTRICT's convenience and without fault, neglect, or default on the part of INSPECTOR. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the DISTRICT's written notice to INSPECTOR or such other time as the DISTRICT and INSPECTOR may mutually agree upon. In such event, the DISTRICT shall make payment of the Contract Price to INSPECTOR for services provided through the date of termination.

3. INSPECTOR Obligations upon Termination. Upon the DISTRICT's exercise of the right of termination under Article IV, Paragraph 1 or 2 of this Agreement, the INSPECTOR shall take action as directed by the DISTRICT relative to its on-going administration of construction services of the Project. If requested by the DISTRICT, the INSPECTOR shall within ten (10) days of such request, assemble and deliver to the DISTRICT all Documents, work product, instruments of service, and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the INSPECTOR under this Agreement. The INSPECTOR shall deliver the originals of all Documents, work product, instruments of service, and other items of a tangible nature requested by the DISTRICT pursuant to the preceding sentence; provided, however, that the INSPECTOR may, at its sole cost and expense, make reproductions of the originals delivered to the DISTRICT.

4. DISTRICT's Right to Suspend. The DISTRICT may, in its discretion, suspend all or any part of the construction of the Project or the INSPECTOR's services under this Agreement; provided, however, that if the DISTRICT shall suspend construction of the Project or INSPECTOR's services under this Agreement for a period of sixty (60) consecutive days or more and such suspension is not caused by the INSPECTOR's default or the acts or omissions of INSPECTOR or its consultants or subcontractors, upon lifting of such suspension, the Contract Price may be adjusted to reflect actual costs and expenses incurred by INSPECTOR, if any, as a direct result of the suspension and resumption of the Project construction or INSPECTOR's services under this Agreement.

5. INSPECTOR Suspension of Services. If the DISTRICT shall fail to make payment of an undisputed invoice when due INSPECTOR hereunder, INSPECTOR may, upon thirty (30) days advance written notice to the DISTRICT, suspend further performance of services relating to the Project hereunder until such undisputed payment is received. In such event, INSPECTOR shall have no liability for any delays or additional costs of construction of the Project due to, or arising out of, such suspension.

## **ARTICLE V – DISPUTES**

1. Continuation of INSPECTOR Services. Except in the event of the DISTRICT's failure to make payment of an undisputed invoice due INSPECTOR for the Project, notwithstanding any disputes between DISTRICT and INSPECTOR hereunder or in connection with the Project, INSPECTOR and DISTRICT shall each continue to perform their respective obligations hereunder; including the obligation of the INSPECTOR to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

2. Mandatory Mediation. All claims, disputes and other matters in controversy between the INSPECTOR and the DISTRICT arising out of or pertaining to this AGREEMENT, shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service and their respective governing Construction Mediation Rules in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the DISTRICT or the INSPECTOR commencing arbitration proceedings pursuant to Paragraph 3 below.

3. Arbitration. All claims, disputes or other matters in controversy between INSPECTOR and DISTRICT arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth in Paragraph 2 above shall be settled and resolved by binding arbitration before one (1) retired judge conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service. Any arbitration hereunder shall be conducted in the JAMS' Regional Office or other ADR service's office closest to the DISTRICT. The award rendered by the Arbitrator(s) shall be final and binding upon the DISTRICT and the INSPECTOR and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The DISTRICT and INSPECTOR hereby expressly agree that the Orange County Superior Court ("Court") shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. Furthermore, if any claim or dispute is asserted by the Project Architect, Construction Manager if any, the Contractor and/or the DISTRICT relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the INSPECTOR hereunder or the Instruments of Service prepared by or through the INSPECTOR, INSPECTOR and DISTRICT agree that any arbitration proceedings initiated between INSPECTOR and DISTRICT hereunder shall, without the need for an order of the Court, be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute by and between the aforementioned parties, regardless of the dispute resolution service selected.

4. Compliance with Government Code §900 et seq. The foregoing provisions relating to dispute resolution procedures notwithstanding, neither this Agreement nor such provisions shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the INSPECTOR's submission of claims to the DISTRICT as a express condition precedent and prerequisite to filing a Demand for Arbitration, which shall be deemed a "claim" for money or damages under Government Code §900 et seq. The INSPECTOR's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the INSPECTOR's initiation of the binding arbitration procedures under Article IV, Paragraph 3, above.

5. Limitation on Arbitrator's Authority. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Orange, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

## **ARTICLE VI – MISCELLANEOUS**

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

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

B. Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

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

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

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

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

G. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT.

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

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

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

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

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

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



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

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

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

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

R. Education Code Section 45125.1: During the entire term of this AGREEMENT, CONSULTANT, unless specifically exempted in writing by the DISTRICT, shall fully comply with the provisions of Education Code section 45125.1 ("Fingerprinting Requirements"), when the DISTRICT determines, in its sole discretion, that the CONSULTANT may have contact with Rancho Santiago Community College students or other K-12 pupils in the performance of services under this AGREEMENT. If the CONSULTANT is required to meet the Fingerprinting Requirements, the CONSULTANT must certify in writing to the DISTRICT that neither the employer nor its employees, who must be fingerprinted, have been convicted of a violent or serious felony as defined in Education Code section 45122.1. Unless specifically exempted in writing by the DISTRICT, the CONSULTANT must complete and submit to the DISTRICT a Fingerprint Certification form, in the DISTRICT'S required format, prior to CONSULTANT or any of the CONSULTANT'S employees performing work on the Project or coming into contact with DISTRICT students or other K-12 pupils. CONSULTANT further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements as determined by the DISTRICT.

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

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

U. If any personnel fail to perform to the satisfaction of the DISTRICT or fully comply with the terms of this AGREEMENT, then upon written notice by the DISTRICT the CONSULTANT shall remove that person from the Project and replace that person with personnel acceptable to the DISTRICT

within five (5) business days of said notice. All lead or key personnel for any CONSULTANT must also be designated by the CONSULTANT and shall be subject to the DISTRICT's right to interview and approve replacement personnel. In either case, DISTRICT shall be allowed to interview and approve replacement personnel.

V. Use of Drones: Effective August 13, 2018, the Board of Trustees adopted Administrative Regulation 3580 Use of Unmanned Aircraft Systems. The Consultant shall adhere to Administrative Regulation 3580 as there are strict prohibitions outlined regarding the use of drones. For further reference and information please read AR 3580 located on the RSCCD website at <http://www.rsccd.edu/Trustees/Pages/AR-3581.aspx>.

W. Parking. CONSULTANT shall be responsible for purchasing applicable parking passes from Safety & Security Offices when the need arises to visit any of the campuses.

X. Tobacco Prohibited: Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

Y. Profanity Prohibited: Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

Z. Appropriate dress is mandatory. Tank tops, cut-offs, shorts or other clothing not suitable or safe for an active construction site are prohibited.

#### **ARTICLE VII – ENTIRE AGREEMENT**

1. All of the AGREEMENT between the PARTIES is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either PARTY unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the AGREEMENT.

2. Neither amendments to nor modifications of this AGREEMENT shall be effective unless signed by an authorized representative of the CONSULTANT and the DISTRICT's Vice Chancellor Business Operations and Fiscal Services or his designee. The DISTRICT and the CONSULTANT hereby agree to the full performance of the covenants contained herein.

3. Covid 19. Consultant shall at all times comply with all federal, state, and local directives, ordinances, laws, health orders and regulations and District guidelines including, but not limited to, OSHA and Cal-OSHA concerning COVID-19. This may require scheduling site visits by appointment only, the ability to conduct business meetings via online or the internet, wearing required face mask protection and maintain social distancing guidelines if attendance on site is necessary to conduct essential business related to services described herein.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act ("UETA") (Cal. Civic Code § 1633.1 et seq.) and California Government Code § 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

**CONSULTANT:**  
**KNOWLAND CONSTRUCTION SERVICES**

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

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

By: \_\_\_\_\_  
Iris I. Ingram, Vice Chancellor Business  
Services

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

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

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

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

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

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

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

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

**COPIES TO:**

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

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

**EXHIBIT “A”**

**1. Compensation for Services**

The DISTRICT shall compensate the CONSULTANT for the performance of all Services required under this AGREEMENT an hourly amount not-to-exceed **FIFTY THOUSAND DOLLARS AND 0/100 (\$50,000)**. Payments will be based on monthly invoices, payable in arrears, which will set forth the hours actually worked and expenses incurred during the billing period, in accordance with Section (E) of this AGREEMENT. The billing rates indicated herein will be multiplied by the actual hours for each position to arrive at the total fee for each month. The CONSULTANT shall not exceed the not-to-exceed fee without prior written authorization of the DISTRICT.

**2. Hourly Rates (not to exceed 641 inspection hours)**

The rates set forth in this EXHIBIT “B” shall be valid for the entire terms of this AGREEMENT and shall not increase during the life of this AGREEMENT.

<b>Position</b>	<b>Name of Personnel</b>	<b>Hourly Rate</b>
DSA Class 3 Inspector	Brandon Volivitch (Primary Inspector)	\$78
DSA Class 3 Inspector	Jake Cirillo	\$78
DSA Class 3 Inspector	Jim Volivitch	\$78
DSA Class 3 Inspector	Richard Carricker	\$78
DSA Class 3 Inspector	Jerry Padilla	\$78

Any changes to personnel shall be in accordance with Article VI, Section T and U of this Agreement. Compensation shall be based on actual hours worked, the District does not allow for minimum hours. Mileage and travel time shall not be considered an allowable expense. Any overtime, weekend, or holiday work must be pre-approved and authorized by the District in advance prior to commencement of such work and must be provided in writing. If overtime rates are different than the above base rates, advance, written, approval shall be required by the District.

**5. Project Description**

The Rancho Santiago Community College District will install a new environmental site remediation system at the Orange Education Center (OEC) located at 1465 N. Batavia St., Orange California (part of the Santiago Canyon College). The site remediation system is designed to remove subsurface vapors in accordance with the Orange County Health Care Agency regulations and approvals. The project consists of utility locating, vertical drilling, site trenching, and heavy-duty perforated piping to install soil vapor extraction wells throughout the site. The installation also includes site preparation, equipment enclosures, plumbing, mechanical, and electrical services to install a soil vapor treatment plant. The treatment plant includes new process piping, treatment tanks, mechanical blowers, high performance filtration equipment, electrical panels, disconnects, and remote monitoring equipment. The treatment plant will remove hazardous underground vapors and clean the contaminated vapors through a carbon vessel system and exhaust clean vapors in the atmosphere in accordance with the Orange County Health Care Agency approved Remediation Action Plan.

6. **DSA Procedure PR 13-01 Construction Oversight Process**

The Orange Education Center (OEC) Site Remediation Project is not under the purview of the DSA. However, the inspector shall administer and inspect the project as if it were overseen by DSA providing the same level of documentation. There will be no PICs and semi-monthly reporting.

7. **Project Schedule**

The following is the anticipated project schedule (subject to change):

*A detailed construction schedule will be provided at a later date.*

Activity	Anticipated Date
Notice to Proceed to Contractor	August 2021
Substantial Completion	February 2022
Final Completion	March 2022

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

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

- Consultant **is** a certified Disabled Veteran Business Enterprise
- Consultant is **not** a certified Disabled Veteran Business Enterprise
- Consultant will include a certified Disabled Veteran Business Enterprise as part of its Services to the District.
- Consultant will not include a certified Disabled Veteran Business Enterprise as part of its Services to the District. If this box is checked, please explain why:

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

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

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

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

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

**EXHIBIT "C" VENDOR FORM**

**LOCAL HIRE AND LOCAL BUSINESS INFORMATION**

*Reserved – completed as part of RFP 2021-293*