



IMPERIAL COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ”)
FOR ON-GOING PROJECT INSPECTOR SERVICES
RFQ 20-21-08

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**IMPERIAL COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR ON-GOING PROJECT INSPECTOR SERVICES**

IMPERIAL COMMUNITY COLLEGE DISTRICT (“District”) requests that individuals who are a DSA Certified Project Inspector or firms employing DSA Certified Project Inspectors (collectively “Respondents”) submit written responses to this RFQ for on-going Project Inspector services.

1. Request for Qualifications.

1.1. General.

1.1.1. Purpose of RFQ. This RFQ is a part of the process for the District’s selection and retention of a pool of qualified Project Inspectors who are certified by the Division of State Architect (“DSA”) and specifically approved by DSA and applicable design professional for an Assigned Project to provide competent, adequate and continuous construction inspections for Assigned Project. Timely submitted RFQ Responses will be evaluated by a Selection Committee to ascertain the Respondents’ respective qualifications, based on the criteria established in this RFQ. Following the Selection Committee’s determination of which Respondents meet or exceed the qualifications standards set forth in this RFQ, in the sole and exclusive discretion of the Selection Committee, Respondents deemed qualified may be requested to participate in an interview with the Selection Committee as part of the process for selection and retention of Project Inspectors for the Projects assigned by the District.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by contacting the District’s Program Manager whose contact information is noted herein. The RFQ is also available online at <https://www.imperial.edu/about/request-for-proposals/>.

1.2. District RFQ Contact. Questions or other communications relating to this RFQ shall be directed to the District at:

Imperial Community College District
Joseph Jackson, Program Manager
Construction-facilities@imperial.edu
(760) 355-6427

1.3. District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ by issuance of Addenda. Addenda, if any, will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued by Addenda. If the District issues Addenda, Respondents must acknowledge all Addenda issued by the District in the form of Proposal (RFQ Attachment C); failure to acknowledge all addenda issued by the District will result in rejection of a RFQ Response for non-responsiveness.

1.4. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.

1.5. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked “Confidential” or “Proprietary” all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that

its RFQ Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, or by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

1.6. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District Contact of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District Contact. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than the date/time set forth in Paragraph 4.1; the District will not respond to clarification requests submitted thereafter. All communications to the District shall be to the District Contact set forth in Paragraph 1.2.

1.7. RFQ Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ shall be borne solely and exclusively by the Respondent.

2. RFQ Documents. In addition to this RFQ, the following form a part of the RFQ:

Attachment A	Qualifications Statement
Attachment B	Agreement for On-Going Project Inspector Services (“Project Inspector Contract”)
Attachment C	Pricing Proposal
Not Attached	DSA PR 13-01

3. **The District and the Projects.**

3.1. The District.

3.2. The Assigned Projects. The Project Inspectors selected through this RFQ will be part of a “pool” of Project Inspectors from which the District will assign specific Projects from time-to-time, in the sole discretion of the District. The District will select one (1) Project Inspector from the pool of Project Inspectors for each Assigned Project. The scope of the services to be provided by the Project Inspector for an Assigned Project, the compensation to the Project Inspector for an Assigned Project and other specific obligations of the Project Inspector relating to a Project assigned to the Project Inspector will be set forth in a Project Assignment Amendment (“PAA”) to the Project Inspector Contract. Project Inspectors selected for the “pool” through this RFQ will be requested to submit informal proposals for specific projects developed by the District; the Project Inspector selected for each Assigned Project is in the sole discretion of the District.

4. RFQ Response

4.1. RFQ Activities; Timeline. The following is a description of the principal activities to be completed under this RFQ and the timeline for completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFQ activities and/or the timeline for commencing/completing RFQ activities.

RFQ Activity	Date
Legal Ad	September 3 & 10, 2020
Mandatory pre-proposal conference via Zoom	9/21/2020 1:00PM
Last day for submittal of RFQ questions	9/28/2020 4:00PM
Responses to RFQ Questions issued	9/30/2020
Latest date and time for submittal of RFQ Proposals	10/7/2020 2:00PM
Interviews, if conducted	Monday, October 12, 2020
Board action to award Project Inspector Contracts	Wednesday, October 21, 2020

4.2. Submission of RFQ Responses.

4.2.1. Latest Date/Time for Submission of RFQ Response. **The latest date/time for submission of RFQ Responses is set forth in Paragraph 4.1.** RFQ Responses which are not actually received in the office of the District’s Business Office at or prior to the latest date/time for submission of RFQ Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFQ Responses. Respondents are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the centralized mailroom will be distributed to the intended recipients only as part of the mailroom’s daily delivery routine. A response to this RFQ which is received in the District’s central mailroom will not be deemed received by the office of the District’s Business Office until delivery of such item is effectuated to the office of the District’s Business Office. Accordingly, Respondents are encouraged to personally deliver, or electronically send, RFQ Responses directly to the office of the District’s Business Office or to retain a private service to personally deliver RFQ Responses to the District’s Business Office.

4.2.2. RFQ Submittal Location. RFQ Responses must be submitted to the District’s Business Office at:

Imperial Community College District
Attn: Joseph Jackson, Program Manager
Business Office - Building 10, Room #16
380 E. Aten Road
Imperial, CA 92251

4.2.3. RFQ Submittal. RFQ Responses shall be enclosed and sealed in an envelope with the exterior prominently marked to identify this RFQ and the name of the Respondent. Each Respondent shall submit: (i) an original of its RFQ Response; (ii) three (3) bound copies of the RFQ Response; and (iii) a memory stick/external drive with the RFQ Response saved as a pdf file.

4.3. RFQ Response Contents/Format.

4.3.1. RFQ Response. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, preferably in portrait orientation, 12 point (or larger) Arial, Calibri or Times New Roman font with 1" page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Statement of Qualification/Proposal. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond to the RFQ Response Format described in Paragraph 4.4 below.

4.3.2. Additional Materials. Respondents are not prohibited but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.4 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.4 below, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the matters set forth in Paragraph 4.4.

4.4. RFQ Response Format and Organization. Each RFQ Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFQ Response in a format and with content conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.

4.4.1. Cover Sheet. Identify the submittal as the RFQ Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.

4.4.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing ongoing Project Inspector services and a brief statement of the qualifications of the Respondent to provide the requested Project Inspector services. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFQ. The letter of interest should be bound with other materials responding to this RFQ.

4.4.3. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.

4.4.4. RFQ Response Sections. The RFQ Response shall consist of separate Sections, each of which shall be identified by the following Tabs:

Tab 1; Statement of Qualifications. Complete the Statement of Qualifications attached as Attachment A to this RFQ for the Respondent.

Tab 2; Relevant Project Experience. Provide additional details of the Projects identified in the Statement of Qualifications which reflect the skills, experience and other qualifications of the Respondent to successfully complete necessary Project Inspector Services for the Assigned Projects.

Tab 3; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Policy of Insurance	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability (including property damage and automobile liability)	One Million Dollars (\$1,000,000) per Occurrence/Two Million Dollars (\$2,000,000) in the aggregate
Professional Liability	One Million Dollars (\$1,000,000) per claim/Two Million Dollars (\$2,000,000) in the aggregate

Tab 4; Project Personnel Resumes. Provide a current resume for each proposed Project Inspector.

Tab 5; Project Inspector Agreement Comments. Included with this RFQ, as Attachment B, is the Project Inspector Agreement. Respondents must indicate in Tab 5 acceptance of all terms and conditions of the Project Inspector Agreement, without conditions, qualifications or reservations or identify any term or condition of the Project Inspector Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the RFQ Response must set forth the complete text of the requested amendment or addition. Any Respondent whose RFQ Response does not identify modifications to terms or conditions of the attached Project Inspector Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the Project Inspector Agreement.

Tab 6; Price Proposal. Provide a fee proposal for Project Inspector services for the Assigned Projects on the form of Price Proposal included with this RFQ as Attachment C.

4.5. RFQ Evaluations.

- 4.5.1. **General.** Each timely submitted RFQ Response will be independently reviewed by each member of the Selection Committee. A RFQ Response which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness.
- 4.5.2. **District Policy.** It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District. Accordingly, award of the Project Inspector Agreement is not based solely on proposed pricing for completion of Project Inspector Services.
- 4.5.3. **Initial Evaluation Criteria; Short List.** The following set forth the criteria by which each RFQ Response will be evaluated and the relative weight of each evaluation criteria out of 100 points. The District and the Selection Committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria.
 - 4.5.3.1. **Relevant Experience and Ability (25 points).** The Respondent and its proposed Project Inspectors will be evaluated based on experience in successfully completing Project Inspector services for recent projects subject to DSA jurisdiction which are similar in size, scope, use and complexity as the Assigned Projects subject to this RFQ.

- 4.5.3.2. Responsiveness to RFQ and Project Requirements (10 points). The District will evaluate the Respondent's responsiveness to the requirements of this RFQ.
- 4.5.3.3. Client Responsiveness (25 points). The District will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a higher education institution, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
- 4.5.3.4. Availability (15 points). The District will evaluate the availability of the Respondent to be dedicated to the Assigned Projects within the District's anticipated schedule. This evaluation will include the demonstrated ability and willingness of the Respondent to promptly provide and complete services, whether from a location in close proximity to the District or otherwise.
- 4.5.3.5. Proposed Pricing (25 points). The District will evaluate the pricing proposed for completion of the Inspector Services. The District will evaluate each Respondent's proposed methodology to establish the Pricing due to the Respondent for Assigned Projects for reasonableness of approach and reasonableness of costs by application of the proposed pricing methodology. Pricing proposals are guidelines for the payment due to a Respondent for each Assigned Project; the Pricing for each Assigned Project will be as set forth in the PAA for an Assigned Project.
- 4.6. Interviews. At the sole discretion of the Selection Committee, Respondents deemed qualified for the ongoing Project Inspector Services contract by the Selection Committee may be invited to participate in an interview with the Selection Committee. Interviews, if conducted by the Selection Committee, will generally consist of no more than a ten (10) minute presentation followed by questions posed by the Selection Committee. If requested by the Selection Committee, any Respondent invited to participate in the interview process shall have present at the interview its proposed Project Inspectors.
- 4.7. Selection Committee Recommendation. Based upon evaluation of RFQ Responses in accordance with the selection criteria described above, the Selection Committee will make a recommendation to the District's Board of Trustees for award of the ongoing Project Inspector Services Agreement. The foregoing notwithstanding authority to award the ongoing Project Inspector Services Agreement is vested solely in the District's Board of Trustees.
- 4.8. Rejection of RFQ Responses; Waiver of Irregularities. The District reserves the right to reject all RFQ Responses or to waive any immaterial irregularities or informalities in any RFQ Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.
- 4.9. Award of Contract. Upon completing interviews of the Project Inspectors by the Selection Committee, the Selection Committee will make recommendations the District's Board of Trustees for the award of no more than six (6) Project Inspectors. Notwithstanding any recommendations of the Selection Committee, action to award Project Inspector Contracts is vested solely in the Board of Trustees.

[END OF SECTION]

**IMPERIAL COMMUNITY COLLEGE DISTRICT
ON-GOING PROJECT INSPECTOR SERVICES
QUALIFICATIONS STATEMENT; RFQ ATTACHMENT A**

1. Respondent Information

1.1. Respondent Name. _____

1.2. Form of Entity. Check appropriate box.

- Corporation _____
(State of Incorporation & Corporate Registration No.)
- Partnership _____
(Describe type of partnership i.e., general partnership, limited partnership)
- Limited Liability Company Limited Liability Partnership
- Joint Venture _____
(Identify each member of Joint Venture and form of entity of each Joint Venturer)
- Sole Proprietorship

1.3. Contact Person.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.4. Years In Business. The Respondent has provided DSA Project Inspector services under Respondent's current trade/business name. _____

1.5. Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business providing DSA Project Inspector Services under a trade name or business name that is different than the Respondent's current trade/business name?

- Yes
- No

If "Yes" identify all prior trade/business names used by Respondent in the prior ten (10) years: _____.

1.6. Respondent Federal Tax ID No.: _____

2. Insurance.

<p>Commercial General Liability Insurance</p>	<p>Insurer: _____ Policy No. _____ Broker: _____</p>
<p>Workers Compensation Insurance</p>	<p>Insurer: _____ Policy No. _____ Broker: _____</p>
<p>Professional Liability Insurance</p>	<p>Insurer: _____ Policy No. _____ Broker: _____</p>

3. **References.** Complete the following to identify: (i) owner references who are California public K-12 School Districts and/or California Community College Districts; and (ii) architect references. Architect references must be architects that have served as the architect of record for projects subject to DSA jurisdiction. A minimum of three (3) references are required per category.

Public School Owners (California K-12 public school districts or California Community College Districts only)			
Owner Name	Address	Telephone No.	Contact Name

Architects (Architect of Record for projects subject to DSA jurisdiction)			
Firm Name	Address	Telephone No.	Contact Name

4. **Proposed Project Inspectors.** The following Project Inspector(s) are proposed by Respondent for completion of the Project Inspector services and current resumes for each of the following proposed Project Inspectors are incorporated into the Respondent's RFQ Response in Tab 4.

Project Inspector Name	DSA Certifications	
	DSA Certification Classification (1, 2, 3 or 4)	
	DSA Certification Number	
	DSA Certification Classification (1, 2, 3 or 4)	
	DSA Certification Number	
	DSA Certification Classification (1, 2, 3 or 4)	
	DSA Certification Number	
	DSA Certification Classification (1, 2, 3 or 4)	
	DSA Certification Number	

(Duplicate as necessary to identify all proposed Project Inspectors for the Assigned Projects.)

5. **Prior DSA Project Inspector Experience.** Duplicate the following to provide details of **all California K-12 School District or California Community College District projects** for which your organization served as the Project Inspector **within the past five (5) years**. Attach completed copies of the following to the completed and executed Qualifications Statement submitted concurrently with the Respondent's RFQ Response.

Project Identification (by name or other identification for project)	
Project Description (including building structural system, type of building occupancy, square footage, etc.)	
Approximate Construction Costs	
Project Construction Duration	
Scope/Description of Project Inspector Services Provided by Respondent	
Respondent's Project Inspectors Assigned to Project (identify by name and DSA Certification)	
Project Owner (include contact person and contact information for contact person)	
Architect of Record for Project (include contact person and contact information for contact person)	
Construction Manager, if applicable (include contact person and contact information for contact person)	

6. **Questionnaire.** A Respondent will not be deemed qualified if the answer to any of Questions 7.1 through 7.5 in this section results in a "not qualified" response. A "not qualified" response to any of Question 7.1 through 7.5 will result in the District's rejection of the RFQ Response for failure of the Respondent to meet minimum qualifications requirements. The District reserves the right to request the Respondent to furnish additional information or details relating to any of Respondent's responses to the following Questions. The District may, in the District's sole discretion, independently investigate the Respondent's responses to any of the following

Questions. If any of the responses to Questions 7.6 through 7.29 is a “yes”, the Respondent must set forth details in a separate attachment to this Qualifications Statement.

6.1. Each proposed Project Inspector is currently certified by DSA as a Project Inspector for the DSA Certification Classification (1, 2, 3 or 4) required by DSA for the Assigned Projects.

Yes No (not qualified)

6.2. The Respondent maintains a professional liability insurance policy with a coverage amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Yes No (not qualified)

6.3. The Respondent maintains current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.

Yes No (not qualified)

Respondent is exempt from this requirement, because it has no employees.

6.4. Each Project Inspector proposed by Respondent for the Assigned Projects has thoroughly reviewed and fully understands the duties, responsibilities, limitations and authority of Project Inspectors under DSA PR 13-01.

Yes No (not qualified)

6.5. Has your organization ever refused to sign a contract for project inspector services awarded to it?

Yes No

6.6. Has your organization ever failed to complete a contract for project inspector services?

Yes No

6.7. Has your organization ever been declared in default under a contract for project inspector services?

Yes No

6.8. Has your organization ever been denied an award of a contract based upon a finding by a public agency that your organization was not a responsible bidder?

Yes No

6.9. Has your organization been a party to a contract for project inspector services which was terminated by the project owner for the convenience of the project owner?

Yes No

6.10. Has your organization been a party to a contract for project inspector services which was terminated by the project owner for your organization’s default or breach of obligations thereunder?

Yes No

6.11. Has a lawsuit ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project inspector services provided by your organization?

Yes No

6.12. Has a lawsuit ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project inspector services

provided by your organization?

Yes No

6.13. Has a lawsuit ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project inspector services provided by your organization?

Yes No

6.14. Have arbitration proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project inspector services provided by your organization?

Yes No

6.15. Have arbitration proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project inspector services provided by your organization?

Yes No

6.16. Have arbitration proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project inspector services provided by your organization?

Yes No

6.17. Have mediation proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project inspector services provided by your organization?

Yes No

6.18. Have mediation proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project inspector services provided by your organization?

Yes No

6.19. Have mediation proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project inspector services provided by your organization?

Yes No

6.20. Within the past ten (10) years, has your organization or any principal/equity owner of your organization been subject to any legal judgments or arbitration awards, whether or not such legal judgments or arbitration awards arise out of project inspector services?

Yes No

6.21. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization?

Yes No

6.22. Has any insurer, for any policy of insurance, refused to issue or to renew an insurance policy for your organization?

Yes No

If yes, on how many occasions? _____

- 6.23. Have any claims been made against a policy of professional liability (errors and omissions) insurance obtained by your organization in connection with project inspector services?
 Yes No
- 6.24. Has an architect of record for a DSA Project requested that any Project Inspector employed by your organization be removed as a Project Inspector from a project?
 Yes No
- 6.25. Has any project owner requested that any Project Inspector proposed by your organization for assignment to the Project be removed from a project?
 Yes No
- 6.26. Has any Project Inspector proposed by your organization for assignment to the Project not been approved by an architect of record to provide project inspector services for any other project?
 Yes No
- 6.27. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided project inspector services and your organization did not file timely file a Verified Report with DSA?
 Yes No
- 6.28. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided project inspector services which was not closed-out by DSA?
 Yes No

7. Accuracy and Authority.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement.

The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFQ Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

**AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES
(RFQ Attachment B)**

This Agreement for Project Inspector Services (“Agreement”) is entered into [Click here to enter a date.](#) by and between IMPERIAL COMMUNITY COLLEGE DISTRICT (“District”) and _____ (“Inspector Firm”); the District and the Project Inspector are collectively referred to herein as “the Parties.” This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities and maintenance (deferred and scheduled) of physical facilities and equipment/building repairs; these works of improvement are hereinafter collectively referred to as “the Projects” and singularly referred to as “an Assigned Project”.

WHEREAS, the Assigned Projects are subject to the jurisdiction of the Division of State Architect (“DSA”).

WHEREAS, in connection with construction of an Assigned Project, the District is required by applicable law to retain the services of DSA certified Project Inspector(s).

WHEREAS, in or about July, 2020, the District issued a Request for Qualifications (“RFQ”) pursuant to which the District solicited proposals from project inspector firms to provide project inspector services on an on-going basis.

WHEREAS, the Inspector Firm submitted a written response to the RFQ (“the RFQ Response”); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

WHEREAS, the District desires to retain Inspector Firm to provide and perform project inspector services in connection with the construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment (“PAA”) in substantially the form attached hereto as Exhibit A.

WHEREAS, Inspector Firm is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

WHEREAS, Inspector Firm, and all personnel employed by the Inspector Firm to complete Project Inspector Services (“Project Inspectors”), are duly qualified and capable of providing and performing the Project Inspector Services set forth herein; qualifications of the Project Inspectors assigned by the Inspector Firm to the Assigned Projects include without limitation DSA certification and approval by the Architect and DSA to provide the Project Inspector Services.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and the Inspector Firm agree as follows:

AGREEMENT

1. Project Inspector Services

- 1.1. **General.** The Project Inspector Services, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project, shall be completed by the Inspector Firm. The Project Inspector(s) employed by the Inspector Firm who are assigned Project Inspector Services for an Assigned Project is/are set forth the PAA for the Assigned Project. The Project Inspector(s) designated for an Assigned Project by the Inspector Firm in the PAA for each Assigned Project shall be subject to the approval of DSA and the Architect as well as other approvals required by applicable law, rule or regulation. The Project Inspector(s) designated for an Assigned Project in the PAA for each Assigned Project shall not be changed during construction of the Assigned Project unless: (i) a

Project Inspector voluntarily ceases employment with the Inspector Firm; (ii) employment of a Project Inspector is terminated by the Inspector Firm for cause; or (iii) replacement of a Project Inspector is requested by the District, the Architect or DSA.

- 1.2. Project Inspectors. For each Assigned Project, the Inspector Firm shall provide qualified Project Inspector(s) who are: (i) approved by the Architect and DSA to provide Project Inspector Services; (ii) capable of providing competent and adequate inspection services as defined by Building Standards Administrative Code (Part 1 Title 24, C.C.R) Article 5, 4-333 and Article 6, 4-343 (including amendments thereto) for the Assigned Project; and (iii) Class 1, Class 2, Class 3 or Class 4 DSA Certified Project Inspectors as required by DSA regulations and the nature of the Assigned Project.
2. Project Inspector Services. In addition to duties, responsibilities and obligations of the Inspector Firm and Project Inspectors under this Agreement and the PAA and arising pursuant to applicable law, the Inspector Firm and Project Inspectors assigned by the Inspector Firm to the Assigned Project shall comply with all requirements of DSA Procedure Regulation PR 13-01 ("PR 13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR 13-01, the Inspector Firm and Project Inspectors shall comply with and discharge all responsibilities of Project Inspectors under PR 13-01. The following describe, but do not limit or modify obligations, duties and responsibilities of the Inspector Firm and Project Inspectors under PR 13-01.
 - 2.1. Review of Construction Documents. Prior to commencement of construction activities for an Assigned Project, the Inspector Firm and the Project Inspector(s) designated by the Inspector Firm to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the structural tests and special inspections required for the Assigned Project; and (iii) Project Inspector services necessary and required during the Assigned Project construction.
 - 2.2. Project Inspector Reports. For each Assigned Project, a material obligation of the Inspector Firm under this Agreement and the PAA for the Assigned Project is the timely completion and submission of all reports required of the Project Inspector under PR 13-01. The foregoing includes without limitation, timely completion and submission of: (i) Project Inspector notifications (Form DSA 151); (ii) semi-monthly reports (Form DSA 155) and (iii) verified reports (Form DSA 6-PI).
 - 2.3. Form DSA 152 Inspection Card. For each Assigned Project, the District or the Architect will request DSA to issue Form DSA 152 Inspection Card for the Assigned Project and deliver the same to the Inspector Firm. The Inspector Firm and Project Inspector(s) designated for the Assigned Project shall be responsible for complying with and completing all responsibilities of Project Inspectors under PR 13-01 relating to the Form DSA 152 Inspection Card, including, without limitation: (i) posting Form DSA 152 in the Assigned Project Job File maintained by the Project Inspectors; and (ii) electronically posting Form DSA 152 pursuant to PR 13-01 §1.5.
 - 2.4. Form DSA 154; Deviations from DSA Approved Construction Documents. For each Assigned Project, in addition to duties and responsibilities of the Inspector Firm and the Project Inspector under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspector Firm and Project Inspector shall monitor the Contractor's completion of remedial or corrective work to all Project Inspector noted deviations from DSA approved Construction Documents. When such corrective or remedial work is completed and the deviating condition conforms to the DSA approved Construction Documents, the Inspector Firm shall notify the District, Contractor, Architect and Construction Manager in writing of the same.

- 2.5. Project Inspector Job File. For each Assigned Project, the Project Inspector shall maintain a Job File conforming to the requirements set forth in PR 13-01, §3. The Job File shall be available for inspection, review and/or reproduction by the District, Construction Manager or Architect upon request. The Project Inspector and Inspector Firm shall submit copies of the Job File, or designated portions thereof, to DSA and/or the District, at the times designated in PR 13-01.
- 2.6. Special Inspection/Special Test Requirements. The Inspector Firm shall advise the District, Contractor and Architect and the Construction Manager in writing if the Inspector Firm believes that any portion of the Assigned Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Assigned Project. The Inspector Firm shall schedule and coordinate the services of the special tests/inspections providers retained by the District with the progress of the construction of the Assigned Project so that special tests/inspections are conducted and completed without delay, disruption or hindrance to the construction of the Assigned Project and the schedule for the construction of the Assigned Project. The foregoing shall include without limitation, communications with the Construction Manager, Contractor and Architect regarding readiness of the Assigned Project for special tests/inspections, observations of special tests/inspections and monitoring/reviewing the results of special tests/inspections.
- 2.7. Architect/District Observations. The Project Inspector shall accompany the Architect, the Architect's Design Consultants and the District when they are observing the Assigned Project construction in place or in progress.
- 2.8. Project Meetings. If requested by the District or the Construction Manager, the Project Inspector shall attend the project meetings relating to the Assigned Project.
- 2.9. Contractor Payment Application Review and Verification. For each Assigned Project, the Project Inspector shall participate with the District, Architect and Construction Manager: (i) to review of the Contractor's Applications for Progress Payment and Application for Final Payment; (ii) conduct field observations of completed construction for verification of the extent of the Assigned Project completed; and (iii) verification of the amount due the Contractor.
- 2.10. Completion of the Work.
- 2.10.1. Substantial Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Substantial Completion. If requested by the District, the Project Inspector shall certify to the District the date that Substantial Completion of the Assigned Project was achieved.
- 2.10.2. Punchlist. As part of the observations, reviews or inspections to determine Substantial Completion of the Assigned Project, the Project Inspector, in conjunction with the District, Architect, and Construction Manager, shall note the conditions of the Assigned Project which require completion, correction or other action of the Contractor to comply with requirements of the Construction Documents ("Punchlist"). During the Contractor's completion of Punchlist Items, the Project Inspector shall generally monitor completion thereof and conformity of Punchlist work with requirements of the Construction Documents.
- 2.10.3. Final Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Assigned Project for purposes of determining Final Completion. If requested by the District, the Project Inspector shall certify to the District the date that Final Completion of an Assigned Project was achieved.

- 2.11. Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector designated for an Assigned Project shall maintain daily records for each day or portion thereof that each Project Inspector is providing Project Inspector Services for an Assigned Project. The daily records shall be in writing or electronic files and shall be completed for each day by each Project Inspector performing Project Inspector duties for an Assigned Project. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of the construction of the Assigned Project and, without limitation, at least the following items: (i) Subcontractors on the Assigned Project and the number of workers of each Subcontractor on the Assigned Project; (ii) weather conditions; (iii) materials/equipment deliveries; (iv) special tests/inspections scheduled, conducted or completed, along with description of test/inspection reports and transmittals thereof, as applicable; (v) defective/non-conforming construction conditions noted and actions taken by the Project Inspector; and (vi) DSA Site visits. All daily records shall be made available to District, Architect and/or Construction Manager for review or reproduction upon request to the Inspector Firm.
- 2.12. Project Communications. For each Assigned Project, the Project Inspector shall comply with project communications requirements established by the District for the Assigned Project, including without limitation, web-based Assigned Project communications and web-based Assigned Project records. The Project Inspector shall, without adjustment of the Contract Price due the Inspector Firm for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 2.13. Prohibited Actions/Activities. The Inspector Firm and Project Inspector for each Assigned Project shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Contract Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Assigned Project participants, including without limitation, the Architect, the Construction Manager and the District.
- 2.14. Additional Project Inspector Services. Services not included in the Project Inspector Services are Additional Project Inspector Services, unless expressly set forth in the PAA for an Assigned Project. Without invalidating this Agreement, the District may make changes to the Project Inspector Services by adding, deleting or modifying the Project Inspector Services described in herein by written notice to the Inspector Firm. If Additional Project Inspector Services are authorized by the District which are not the result of the Inspector Firm's fault or neglect, the Inspector Firm will be compensated for authorized Additional Project Inspector Services in accordance with this Agreement and the PAA for the Assigned Project
- 2.15. Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by the Inspector Firm: (i) using the Inspector Firm's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; and (iii) in accordance with applicable laws, rules and regulations. The Inspector Firm acknowledges that the Project Inspector Services are to be provided and performed in conjunction with other services provided by other parties relating to the Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, Inspector Firm acknowledges and agrees that the Project Inspector Services will be provided as required by the progress of the construction of the Assigned Project and that the Project Inspector Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of the construction of the Assigned Project. The

Inspector Firm is liable to the District for the consequences of its failure to provide, perform and/or complete the Project Inspector Services or authorized Additional Project Inspector Services in accordance with the terms of this Agreement and the PAA.

2.16. Inspector Firm as Independent Contractor; Limited Inspector Firm Agency. In providing services under this Agreement and the PAA, the Inspector Firm is an independent contractor to the District. The express terms of this Agreement and the PAA set forth the limited extent to which the Inspector Firm is authorized to act as an agent or representative of the District. The Inspector Firm shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Inspector Firm to act on behalf of the District.

3. District Responsibilities

3.1. Services and Facilities for Project Inspector(s). The District will provide or cause to be provided for use by the Inspector Firm's personnel while providing or performing Project Inspector Services at the Site of the Assigned Project: (i) lockable temporary office space consisting of sufficient space to accommodate the Project Inspector assigned to the Assigned Project; (ii) furniture and furnishings consisting of desks and chairs for use by the Project Inspector(s) designated for the Assigned Project, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty five (35) pages per minute. All other services, goods, equipment, tools or other items necessary to complete the Project Inspector Services under this Agreement and the PAA for an Assigned Project shall be provided by the Inspector Firm without adjustment of the Pricing hereunder.

3.2. Assigned Project Information. The District will provide the Inspector Firm with one (1) copy of the Construction Contract Documents for each Assigned Project. The District shall provide full information regarding the Assigned Projects, including the District's objectives, general description of the scope, schedule requirements, and other constraints and requirements which may affect an Assigned Project. Except as set forth herein, the Inspector Firm shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District.

3.3. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement and the PAA, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of construction of an Assigned Project and Inspector Firm's services hereunder.

4. District Payments.

4.1. Contract Price for Assigned Project Project Inspector Services. For each Assigned Project, the District will pay the Inspector Firm the Assigned Project Contract Price set forth in the PAA for the Assigned Project. The Assigned Project Contract Price established in a PAA for an Assigned Project is the full amount due from the District to the Inspector Firm for the Project Inspector Services for such Assigned Project, including the Inspector Firm's fee, personnel expenses (including all benefits and burdens), travel for the Inspector Firm, the Project Inspector(s) and others providing any part of the Project Inspector Services to and from their respective offices/homes and the Assigned Project Site and the District's Administrative Offices, travel for the personnel of the Project Inspector to and from their respective offices and the District as well as travel within the Counties of Imperial, San Diego, Coachella, Los Angeles, Kern, Ventura and Orange, profit and administrative and

overhead costs (including without limitation insurance) arising out of or associated with the Project Inspector Services for an Assigned Project.

- 4.2. Additional Project Inspector Services. If the District authorizes Additional Project Inspector Services for an Assigned Project, the compensation due the Inspector Firm for such Additional Project Inspector Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Project Inspector Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Project Inspector Services multiplied by the applicable personnel hourly rate set forth in the PAA for the Assigned Project.
 - 4.3. Reimbursable Expenses. There are no Reimbursable Expenses except for those authorized in advance by the District. If the District authorizes any Reimbursable Expenses, the Inspector Firm will be paid the direct actual costs (including credits for trade discounts) of the authorized Reimbursable Expense item without mark-up.
 - 4.4. Inspector Firm Billings to District. During the course of providing Project Inspector Services for an Assigned Project, the Inspector Firm shall submit monthly billing invoices to the District for payment for Project Inspector Services, authorized Additional Project Inspector Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. If PAAs are issued by the District to the Inspector Firm for multiple Assigned Projects and the Inspector Firm is concurrently providing Project Inspector Services for such Assigned Projects, the Inspector Firm shall submit separate billing invoices to the District for each separate Assigned Project. Inspector Firm's billings shall be in such form and format as may be reasonably requested by the District and shall be based upon the actual time of the Inspector Firm's Project Inspector(s) incurred to complete Project Inspector Services, multiplied by the applicable hourly rate for each Project Inspector, as set forth in the PAA for an Assigned Project.
 - 4.5. District Payment to Inspector Firm. Within thirty (30) days of receipt of Inspector Firm's billing invoices, the District will make payment to Inspector Firm of undisputed amounts due for Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses for an Assigned Project. The District may withhold or deduct portions of the payment otherwise due to the Inspector Firm hereunder if Inspector Firm or the Project Inspector of an Assigned Project fails to timely and completely perform material obligations to be performed on its part under this Agreement or the PAA for an Assigned Project, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
 - 4.6. Inspector Firm's Payments. The Inspector Firm shall promptly pay its employees and others performing or providing Project Inspector Services or authorized Additional Project Inspector Services for an Assigned Project upon receipt of payments from the District. If required by applicable law, rule or regulation, the Inspector Firm's payments to personnel providing or performing Project Inspector Services or authorized Additional Project Inspector Services for an Assigned Project shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Project Inspector Services or authorized Additional Services for an Assigned Project, the obligation for compliance rests solely with the Inspector Firm without adjustment of the payment hereunder.
5. Insurance; Indemnity
- 5.1. Inspector Firm Insurance. At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services for an Assigned Project, the Inspector

Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.

- 5.2. Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Inspector Firm. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Inspector Firm is a sole proprietorship form of business entity and there are no employees of the Inspector Firm, the foregoing requirements are inapplicable and waived for such an Inspector Firm.
- 5.3. Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and the PAA and for which Inspector Firm may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement and the PAA. The District shall be an additional named insured to Inspector Firm's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 5.4. Professional Liability Insurance. The Inspector Firm will procure and maintain professional liability insurance covering liabilities of the Inspector Firm arising out of the performance of services under this Agreement and the PAA. The minimum coverage amount of the Professional Liability insurance policy shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- 5.5. Policy Endorsements; Evidence of Insurance. The Inspector Firm shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 5.6. District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.
- 5.7. Indemnity.
 - 5.7.1. Inspector Firm Indemnity of District. To the fullest extent permitted by law, the Inspector Firm shall indemnify, defend and hold harmless the Indemnified Parties

who are the District and District's employees, officers, Board of Trustees (including each individual member of the District's Board of Trustees), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Inspector Firm's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful acts, conduct of Inspector Firm, Project Inspector(s) or the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement and any PAA issued hereunder. The foregoing shall include without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement and the PAA or termination of this Agreement or the PAA until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

- 5.7.2. District Indemnity of Inspector Firm. The District shall indemnify and hold harmless Inspector Firm from all claims arising out of bodily injury (including death) and physical damage (other than to the Assigned Project itself and property covered by a policy of Builder's Risk Insurance) which arise out of the negligent or willful acts, omissions or other conduct of the District.

6. Term; Time

- 6.1. Term. The Term of this Agreement shall commence as of the date of the District's Board of Trustees approval of this Agreement. The Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at such time, there are remaining Project Inspector Services or authorized Additional Services to be performed by the in connection with an Assigned Project under a PAA issued prior to expiration of the Term, the Inspector Firm shall continue to diligently perform and complete all such remaining Project Inspector Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Project Inspector Services and authorized Additional Services performed in connection with such an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.
- 6.2. Time. All of the Project Inspector Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Inspector Firm in a prompt and diligent manner as is consistent with professional skill and care. The Project Inspector shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Project Inspector to complete Project Inspector Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Project Inspector's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Project Inspector.

7. Termination; Suspension.

- 7.1. Termination for Default. Either the District or Inspector Firm may terminate this Agreement and all then pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. 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, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement or a PAA pursuant to the foregoing, the District may terminate this Agreement or a PAA upon written notice to Inspector Firm if: (i) Inspector Firm becomes bankrupt or insolvent, which

shall include without limitation, a general assignment for the benefit of creditors or the filing by Inspector Firm 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 Firm or any of Inspector Firm's property on account of Inspector Firm's insolvency; or (ii) if Inspector Firm disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the payment due the Inspector Firm, if any, shall be based upon Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement or a PAA, reduced by the District's prior payments and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or PAA or the cause(s) for termination of this Agreement or a PAA. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of construction of Assigned Project(s). Inspector Firm shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Inspector Firm's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Inspector Firm hereunder for Project Inspector Services, authorized Reimbursable Expenses or authorized Additional Project Inspector Services.

- 7.2. District Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Inspector Firm's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Inspector Firm's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Inspector Firm's default or the acts or omissions of the Inspector Firm, upon rescission of such suspension, the Contract Price for an Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Inspector Firm, if any, as a direct result of the suspension and resumption of construction of an Assigned Project or Inspector Firm's services under a PAA. Except as set forth herein, the Contract Price for an Assigned Project is not subject to adjustment for any suspension of construction of an Assigned Project authorized or directed by the District.
- 7.3. District Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of the Inspector Firm. In such event, the Agreement or a PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Inspector Firm, or such other time as the District and Inspector Firm may mutually agree upon. In such event, the District shall make payment to Inspector Firm for Project Inspector Services, authorized Additional Services and authorized Reimbursable Expenses provided or incurred through the date of termination plus actual costs incurred by Inspector Firm directly attributable to such termination. Except as set forth above, the Inspector Firm shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Project Inspector Services.
- 7.4. Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make undisputed payment of the Contract Price for an Assigned Project when due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of Project Inspector Services relating to such Assigned Project hereunder until payment in full is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.

7.5. Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 7.1 or Paragraph 7.3 of this Agreement, the Inspector Firm shall take action as directed by the District relating to the on-going Project Inspector services and related work product. If requested by the District, the Inspector Firm shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) received or prepared by or on behalf of the Inspector Firm relating to the Assigned Project. The Inspector Firm shall deliver the originals of all work product, Assigned Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Inspector Firm may, at its sole cost and expense, make reproductions of the materials delivered to the District. The foregoing notwithstanding, if this Agreement or the PAA for an Assigned Project is terminated prior to completion of the construction of the Assigned Project, the Inspector Firm shall personally deliver the then current and updated Form DSA 152 Inspection Card to the successor Project Inspector Firm or project inspectors assuming Project Inspection Services for the Assigned Project.

8. Miscellaneous.

8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California, in accordance with its fair meaning and not strictly for or against the District or Inspector Firm.

8.2. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Inspector Firm and District hereunder.

8.3. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

8.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement or the PAA, and the rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Inspector Firm shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the other.

8.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Inspector Firm and the District. Neither Inspector Firm nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

8.6. Authority. The individual(s) executing this Agreement on behalf of the Inspector Firm warrant and represent that she/he is authorized to execute this Agreement and bind the Inspector Firm to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he his authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind the District to all terms hereof and authority granted to enter into this Agreement.

8.7. Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

If to Inspector Firm:

8.8. Disputes.

- 8.8.1. Continuation of Inspector Firm Services. Except in the event of the District's failure to make an undisputed payment due the Inspector Firm for an Assigned Project, notwithstanding any disputes between District and the Inspector Firm hereunder or in connection with an Assigned Project, the Inspector Firm and District shall continue to perform their respective obligations hereunder, including the obligation of the Inspector Firm to continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services for Assigned Projects pending a subsequent resolution of such disputes.
- 8.8.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspector Firm and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA 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 Firm commencing binding dispute proceedings.
- 8.8.3. Binding Arbitration. Claims, disputes, disagreements or other matters in controversy between the District and the Inspector Firm which are not resolved by the mandatory mediation proceeding described above shall be resolved by binding arbitration proceedings conducted in accordance with the JAMS Construction Industry Arbitration Rules in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Inspector Firm only if the Arbitration Award is: (i) supported by applicable law; (ii) supported by substantial evidence pursuant to California Code of Civil Procedure §1296; and (iii) includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. The District and Inspector Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence, or is based on an error of law, or is not accompanied by Findings of Fact and Conclusions of Law. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site of an Assigned Project. 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. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration

commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site of an Assigned Project is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

- 8.8.4. Inspector Firm Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Inspector Firm's submission of claims to the District. The Inspector Firm'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 Firm's initiation of any other dispute resolution procedure or proceeding.
- 8.8.5. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Inspector Firm shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement and the PAA, the Inspector Firm expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Inspector Firm expressly waives and relinquishes any recovery of special or consequential damages from the District. Confidentiality. Unless disclosure is required by applicable law or valid court order, the Project Inspector shall maintain the confidentiality of all information provided by or through the District to the Project Inspector and shall not disclose or otherwise disseminate any information conveyed by or through the District to the Project Inspector relating to this Agreement, PAA or an Assigned Project.

9. Definitions.

- 9.1. Architect. The Architect is the person or entity identified as such in this Agreement and the PAA. The Architect is retained by the District to prepare Design Documents for the Assigned Project and to provide other services in connection with design, bidding and construction of the Assigned Project. The term "Architect" includes Design Consultants retained by the Architect.
- 9.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Assigned Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 9.3. Site. The physical area designated in the Design Documents for the Assigned Project construction and related activities.

- 9.4. Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Assigned Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 9.5. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Assigned Project.
- 9.6. Construction Manager. The Construction Manager, if one is designated by the District for the Assigned Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with the Assigned Project as set forth herein and in the Construction Contract Documents.
- 9.7. Project Inspectors. Project Inspectors are individuals certified by DSA as a Class 1, 2, 3 or 4 project inspector and who are employed by the Inspector Firm to provide any portion of the Project Inspection Services under this Agreement and a PAA.
- 9.8. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 9.9. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Project Inspector which establishes the specific terms and conditions for the Inspector Firm's performance and provision of Project Inspector Services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Inspector Firm, the Inspector Firm shall have no right to provide project inspection services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Project Inspector.
- 10. Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Inspector Firm concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Inspector Firm. This Agreement and Exhibit "A" hereto (Project Assignment Amendment) are all of the documents forming a part of the Agreement.

IN WITNESS WHEREOF, the District and Inspector Firm have executed this Agreement as of the date set forth above.

"DISTRICT"
IMPERIAL COMMUNITY COLLEGE
DISTRICT

"INSPECTOR FIRM"
[INSPECTOR FIRM NAME]

By: _____

By: _____

Title: _____

Title: _____

**EXHIBIT A TO
AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment (“PAA”) is entered by and between Imperial Community College District and _____ (“Inspector Firm”) as of [Click here to enter a date.](#)

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled Agreement for On-Going Project Inspector Services (“Agreement”) generally establishing terms and conditions for the Project Inspector’s inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

NOW THEREFORE, the District and Project Inspector agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows:

2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:

3. Project Inspectors. The Inspector Firm designates the following Project Inspectors for completion of Project Inspector Services for the Assigned Project. The hourly billing rate of each Project Inspector designated for the Assigned Project is set forth in the following; Project Inspector hourly billing rates are not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is the not to exceed amount of _____ Dollars (\$_____) (“Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector(s) designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established _____ (_____) calendar days for the Contractor to complete Project construction (“Construction Time”). The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Construction Time.
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and Inspector Firm have executed this PAA as of the date set forth above.

“District”
IMPERIAL COMMUNITY
COLLEGE DISTRICT

“Project Inspector”

By: _____

By: _____

Title: _____

Title: _____

DRAFT

Project Inspector	DSA Certification No.	Hourly Billing Rate	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

**ON-GOING PROJECT INSPECTOR SERVICES
ATTACHMENT C; PRICING PROPOSAL**

Respondent: _____

The above-identified Respondent proposes the following pricing for Project Inspector Services for the Assigned Projects:

- 1. Project Inspector Proposed Hourly Billing Rates. Proposed hourly rates for Project Inspectors designated for Assigned Projects are set forth in the following Attachment C-1.
- 2. Proposed Price. For each Assigned Project, the Respondent will agree to an Assigned Project not to exceed Contract Price based on anticipated hours of Project Inspector time to complete the Project Inspector Services for the Assigned Project.

Yes

No, Respondent proposes to establish the Assigned Project Contract Price for each Assigned Project by the following methodology:

- 3. Reimbursable Expenses. The proposed Project Inspector Hourly billing rates set forth in C-1` ncludes all costs, expenses and other charges for completing all Project Inspector Services for an Assigned Project.

Yes

No,

If the proposed Project Inspector Hourly billing rates do not include all fees, costs or expenses incurred to complete Project Inspector Services for an Assigned Project, the Respondent proposes billing the District for the following Reimbursable Expense items:

- 4. Fully Burdened and All-Inclusive Labor Rates; Prevailing Wage Rates. The Respondent confirms that the proposed hourly billing rate for each proposed Project Inspector is inclusive of all labor burdens, general administrative and other overhead costs, charges or expenses and profit. The Respondent also confirms the that if prevailing wage rates are applicable to any of the Project Inspector Services, the hourly billing rate for each proposed Project Inspector is equal to or greater than the prevailing wage rate. If it is subsequently determined that the proposed hourly rate for a Project Inspector is less than the applicable prevailing wage rate, the Respondent is solely responsible for any such difference without adjustment of the Pricing.

- 5. Acknowledgement of RFQ Addenda. The Respondent must acknowledge receipt of all RFQ Addenda issued by the District and incorporation of all RFQ Addenda into the Proposal; failure to acknowledge all RFQ Addenda issued by the District will result in rejection of the RFQ Response for non-responsiveness.

No Addenda Issued by the District.

The following Addenda were issued by the District and are incorporated into the RFQ Response:

(Identify each Addendum issued by the District)

- 6. Acknowledgment and Confirmation. The Respondent has a full and complete understanding of the Project Inspector Services required for the Assigned Project(s). The Respondent certifies that its personnel are duly certified, licensed, approved and otherwise qualified to complete the Project Inspector Services required for the Assigned Project(s) and other obligations under the Project Inspector Agreement and the PAA, if the Project Inspector Agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing

Price Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Price Proposal.

By: _____
(Signature of Respondent's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

**ATTACHMENT C-1
PROJECT INSPECTORS PROPOSED HOURLY BILLING RATES**

Respondent: _____

Project Inspector	DSA Certification No.	Hourly Billing Rate	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

(Duplicate Attachment C-1 as necessary for additional Project Inspectors)