REQUEST FOR QUALIFICATIONS (RFQ) FOR DSA INSPECTION SERVICES AND
REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR RESIDENT DSA INSPECTOR

South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide DSA INSPECTION SERVICES for various projects. Selection will result in a pool of DSA Inspection Service providers expected to provide comprehensive professional services to SOCCCD on an as needed basis over the next five years.

In addition to DSA INSPECTION SERVICES, SOCCCD is seeking the services of a Class 1 DSA INSPECTOR to act as a Resident DSA Inspector. The Resident DSA Inspector (RI) will take the lead role in matters pertaining to DSA needs including but not limited to: acting as liaison between DSA Field Representative, presiding over all district projects, managing other DSA inspectors assigned to District projects, assisting with the selection process for DSA IORs on future projects and act as DSA IOR for projects as assigned.

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven copies and one electronic copy of requested materials to:

South Orange County Community College District
Facilities Planning & Purchasing
Health Sciences Building
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye K. D’Lena

Questions regarding this RFQ&P may be directed to Brandye D’Lena, Executive Director of Facilities Planning & Purchasing, at (949) 582-4678 or via email at bdlena@socccd.edu.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing bdlena@socccd.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

All responses must be received by mail, recognized carrier or hand delivered by

2:00 PM June 6, 2013

Late submittals will not be considered
INTRODUCTION

The South Orange County Community College District (SOCCCD) has construction projects planned for their campus locations at Saddleback College, Irvine Valley College and ATEP. Saddleback College is located in Mission Viejo and serves the educational needs of students in the Dana Point, El Toro, Laguna Beach, Laguna Hills, Laguna Niguel, Mission Viejo, San Clemente, San Juan Capistrano and Santa Margarita areas. Irvine Valley College is located in Irvine and serves students in the Irvine, Tustin, Lake Forest and Laguna Beach areas. ATEP is a developing campus located in Tustin and serves the educational needs of students district-wide.

SOCCCD is seeking to establish a pool of qualified providers of DSA INSPECTION SERVICES for new construction, renovation, and scheduled maintenance project services for Saddleback College, Irvine Valley College and the ATEP campus for a five (5) year period.

In addition to DSA INSPECTION SERVICES, SOCCCD is seeking the services of a Class 1 DSA INSPECTOR to act as a Resident DSA Inspector. The Resident DSA Inspector (RI) will take the lead role in matters pertaining to DSA needs including but not limited to: acting as liaison between DSA Field Representative, presiding over all district projects, managing other DSA inspectors assigned to District projects, assisting with the selection process for DSA IORs on future projects and act as DSA IOR for projects as assigned.

GENERAL INFORMATION

Overview

SOCCCD is seeking qualified providers of DSA INSPECTION SERVICES for various projects. Selected Firms will be determined qualified for a pool from which the District may draw services for the next five (5) years.

Selection for the DSA INSPECTION SERVICES pool will be performed by an evaluation committee. If the District determines it to be in their best interest, interviews may be arranged as part of the selection process or later when project specific proposals are requested.

Attached is a copy of the District’s Standard DSA INSPECTION SERVICES Agreement (Attachment A). Specific project needs may include only a portion of the services identified therein. The exact scope of services required by the District will be set forth in a project specific Agreement between the District and the DSA Inspection Firm and will depend on the specific project needs. Proposing Firms are expected to identify in their submittal those items, if any, in the Agreement for which they would like to request modification. If none, proposing Firms are expected to state “no modifications are anticipated.”

Following identification of Firms qualified and selected for the pool, the District will request project specific proposals on an as needed basis from the DSA INSPECTION SERVICES pool. A contract will be awarded to the Firm(s) which in the judgment of the District best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee. Notice to Proceed on project work is typically provided immediately upon receipt from the Consultant of required contracts and documentation. The District reserves the right to request proposals from outside of the pool of services at any time.

Inspection Firms interested in providing a candidate for the RI services are to identify their candidate for the RI services for the District within this RFQ&P. The RI services may or may not be selected from the same Firms selected for inclusion in the five year pool.
South Orange County Community College District  
RFQ DSA Inspection Services Pool and Draft Agreement  
May 20, 2013

**Submittal Information and Schedule**

All submittals shall be in the form and formatted as specified in this RFQ&P. **Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.**

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms may confirm an interest in providing a submittal by emailing bdlena@socccd.edu. Acknowledging Firms will receive addenda, if any are developed, by email as well via the website.

Submittal questions must be in writing and be directed to Brandye D’Lena, Executive Director of Facilities Planning & Purchasing via email at bdlena@socccd.edu with the subject line indicating “Question(s) for DSA Inspection Services RFQ&P”. If questions are submitted after the deadline, they will not be answered and Firms must provide a submittal using the information in the RFQ&P and any addenda provided.

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

**Schedule**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ - 1st Advertisement</td>
<td>May 21, 2013</td>
</tr>
<tr>
<td>RFQ - 2nd Advertisement</td>
<td>May 28, 2013</td>
</tr>
<tr>
<td>Deadline email confirmation of interest</td>
<td>May 30, 2013</td>
</tr>
<tr>
<td>Deadline for written questions</td>
<td>May 31, 2013</td>
</tr>
<tr>
<td>Last addendum</td>
<td>June 3, 2013, 2:00 PM</td>
</tr>
<tr>
<td><strong>Deadline for RFQ&amp;P Submittal</strong></td>
<td><strong>June 6, 2013, 2:00 PM</strong></td>
</tr>
<tr>
<td>Interviews</td>
<td>June 18, 2013</td>
</tr>
<tr>
<td>Recommendation to Board</td>
<td>July 22, 2013</td>
</tr>
</tbody>
</table>

Firms shall submit seven hard copies and one electronic copy. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section (1, 2, 3, 4a, 4b, 4c, 4d, 4e, 4f, 4g, etc.) shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the Firm. Additional copies may be photocopies.

The delivery package must be clearly marked with the RFQ&P title, Firm’s name and address, contact name, email and phone number.
Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.

Late submittals will be returned to the Firm without evaluation and Firm will not qualify for the DSA INSPECTION SERVICES Pool and/or the RI. It is the Firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

**Personnel and Qualifications**

All personnel assigned to District projects, employees, sub-consultants or subcontractors must:

- Possess the minimum qualification to perform the services provided
- Have knowledge and understanding of codes, major services and activities required to perform services provided
- Have a minimum of three years of directly related experience as noted in submittal attachments
- Have not entered into a subcontract with any Firm who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7.

Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.

**Regulatory Requirements**

Projects will require participation by the Division of the State Architect. Experience with the Division of State Architect (DSA), the Uniform/International Building Code (IBC/UBC), and Title 24 of the California Code of Regulations is required. Coordination with the District and their consultants will be required.

Firms must pay prevailing wages to those labor classifications requiring the payment of prevailing wages. Questions concerning predetermined wage rates should be directed to [www.dir.ca.gov/DLSR/RWD](http://www.dir.ca.gov/DLSR/RWD) or to the following:

Department of Industrial Relations  
Division of Labor Statistics and Research  
Prevailing Wages Unit  
PO Box 420603  
San Francisco, CA 94142  
Phone: (415) 703-4474

Firms must hold all necessary registrations/business licenses to perform business in the state, county and city.

**Cost Detail**

When providing costs, each line item shall include costs for all required overhead expenses including insurance. Travel cost from the Firm’s place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as
separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

Construction Contractor may choose to use fabrication sites more than 50 miles from the project site (Remote Plant). Travel time rate, auto mileage and/or per diem may be paid when this occurs. These costs must be identified as a separate line item and contained within the reimbursable amount negotiated as part of the Agreement. Firms must be prepared to provide one or more inspection shifts within a 24 hour period.

Schedule of Fees provided in this submittal will be used as the basis for negotiations throughout the five year duration for the DSA INSPECTION SERVICES pool. Any increases must be approved in writing by the District prior to the performance of service.

**LIST OF FUTURE PROJECT**

Listed below are some of the potential projects that may require DSA INSPECTION work over the course of the next five years. SOCCCD uses a variety of delivery methods including: Design/Bid/Build, Design-Build, and Lease/Leaseback. Projects other than those listed may be included from the Facilities Master Plans for each of the colleges or from college renovation, modernization or scheduled maintenance projects. DSA Inspection Services will commence in advance of the anticipated construction start date and depending on Project Specific needs.

**SADDLEBACK COLLEGE**

**NEW SCIENCES BUILDING**
This approximately 82,000 SF of new building space equals construction costs valued at $39,500,000 with an anticipated construction start date of September 2013.

**ATAS RENOVATION SWING SPACE**
The minor modification to existing swing space with the addition of an Auto Tech classroom has construction costs anticipated at $6,300,000 and an anticipated construction start of early 2014.

**ATAS RENOVATION**
This project intends to stabilize the building foundation and slab with resultant interior improvements to this 36,500 SF building with construction costs anticipated at $9,850,000 and an anticipated construction start of late 2014.

**SITE IMPROVEMENTS**
This combination of site improvements includes storm drains, parking lots and a quad renovation. The overall construction costs are anticipated at $8,350,000 with an anticipated construction start date of mid 2014.

**IRVINE VALLEY COLLEGE**

**BARRANCA ENTRANCE**
This project will connect the southern portion of the parameter road to the City’s surface street and will cross city property, an easement held by a public utility and district property. The construction costs are estimated at $1,750,000 with an estimated construction start date of August 2013.
A 400 RENOVATION
This Design/Build project will demolish an existing 12,000 SF single story structure and replace it with an approximately 24,000 SF two story classroom and offices building. The construction costs are $6,300,000 with a construction start date of February 2014.

A 200 RENOVATION
This renovation of this approximately 16,000 SF single story structure carries an anticipated construction cost of $3,500,000 with an anticipated construction start date of late 2015.

FINE ARTS BUILDING
This new construction of 57,000 SF carries an anticipated construction cost of $25,500,000. Start date contingent upon State funding match.

ATEP CAMPUS
BUILDING ONE - SADDLEBACK BUILDING
The construction cost is anticipated at $14,850,000 with project start date TBD.

BUILDING ONE - IRVINE VALLEY COLLEGE BUILDING
The construction cost is anticipated at $14,850,000 with project start date TBD.

**DSA INSPECTOR’S SCOPE OF WORK**

A. The Resident Inspector’s services shall include but not be limited to the following tasks:

1. Provide Resident Inspection services to insure compliance with code, plans, specifications and quality control required of educational facilities.

2. Assist with recommendation for DSA IORs on future projects and manage other DSA inspectors in the District.

3. Oversight for all projects requiring DSA involvement including recommendations to Project Inspector (IOR) for issuance of correction and stop work notices if work does not conform to contract document.

4. Maintain District level oversight with all project A/E, Construction Managers, Testing Labs, DSA and other regulatory agencies and governing bodies as necessary to maintain projects continuity.

5. Prior to commencement of work, Resident Inspector will coordinate with the SOCCCD, the assigned inspector, and the Construction Manager (if applicable) to develop an inspection plan for the construction of the project.

6. Participate in the constructability review of project documents with contracting Firm, District, and College representatives.

7. Hold regular inspector meetings and occasionally participate in Project progress meetings.
8. Ensure Project Close Out with DSA.

9. Perform all functions listed for DSA IOR when assigned as Project inspector.

B. The DSA Inspector of Record’s (IOR) services shall include but not be limited to the following tasks:

1. Provide Project Inspection services to insure compliance with code, plans, specifications and quality control required of educational facilities.

2. Act as Project liaison with the A/E, Construction Manager, Testing Labs, SOCCCD, DSA and other regulatory agencies and governing bodies as necessary to maintain project continuity.

3. Prior to commencement of work, coordinate with the Resident Inspector, and the Construction Manager (if applicable) to develop an inspection plan for the construction of the project.

4. Inspect and verify that Contractor’s As-Built record documents are updated monthly prior to processing of Contractor’s monthly payment request.

5. Issue correction and stop work notices and notify the District and Construction Manager in writing if work does not conform to contract document.

6. Submit, on a daily basis, an activity report to the Construction or Project Manager, including the following information:

   A. Activities performed by the Contractors, and areas where work is performed.

   B. Staffing for each Contractor/Subcontractor.

   C. Weather conditions.

   D. Equipment and materials delivered to the site.

   E. Construction equipment and vehicles used.

   F. Nature and location of the work being performed (starting and completion dates for various portions of the work).

   G. Verbal instruction and clarifications of the work given to the Contractor.

   H. Inspection by representatives of regulatory agencies.

   I. Note occurrences or conditions that might affect Contract Sum or Contract Time.
J. List visitors to the site, titles, and reasons for visit.

K. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.

L. Record any work or material in place that does not correspond with the drawings or specifications, as well as 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.

6. Inspector shall comply with all federal, state, county and local governmental requirements.

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

8. Attend all meetings as required in contract documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.

9. Assist the Construction Manager and District in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.

10. Inspect, verify, and document Contractor’s delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor’s delivery of equipment to the job site.

11. Submit to the Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.

12. Review the Contractor’s Payment Requests at billing meetings.

13. When the Contractor’s work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a “punch list” and submit to the Construction Manager.

14. Assist the District in the review of Contractor’s Submittals.

15. At completion of project, deliver all inspection records, photo and project correspondence to the District electronically.
16. Prior to commencement of work, Inspector will cooperate with the District and Construction Manager to develop an inspection plan for the construction of the project.

17. Participate in the constructability review of project documents with contracting Firm, District, and College representatives.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS

Provide information in this order:

1. **Cover Letter** - A maximum one-page, Introductory Letter must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit on behalf of the Firm. (one page maximum)

2. **Table of Contents** - A Table of Contents of the material contained in the submittal should follow the Cover Letter.

3. **Executive Summary** - The Executive Summary should contain an outline of your approach along with a brief summary of your qualifications. (one page maximum)

4. **Narrative** - Provide a Narrative including the following:

   a. **Experience** - Provide any professional registration, certifications and affiliations for the Firm. Describe experience including the scope of relevant projects, description, completion date, and construction costs for relevant projects in the last five years. Provide contact names and phone numbers for each listed project.

      Evidence that the Firm is legally certified to conduct business in the State of California for the services offered.

      Experience with college and university educational facilities and other institutional services and California Building Code Standards.

      List the range of project sizes completed (from very small to very large project) based on construction dollar values.

      The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

      If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

   b. **Personnel** – Proposers may choose to provide information for one or both of the following categories:
i). This section of the Proposal should establish the ability of the Proposer to satisfactorily perform the required services as demonstrated by its representation of staff availability for future projects and the ability to manage backlog of current services. Information shall further specifically include:

- Work plan with the current work load and next six-month backlog and plan for addressing this work
- Number of full time inspectors (by classifications), part-time and currently contracted
- Identification of any services noted in the Agreement(s) not provided in-house
- Identification of proposed sub consultants.

Include resumes of proposed personnel, including any proposed subconsultants, who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify DSA Inspector Classification (No more than one page/person)

ii). This section of the Proposal should establish the ability of the Proposer to satisfactorily perform the required services as demonstrated by its representation of the individual for Resident DSA Inspector.

- Provide name and professional qualifications of DSA inspector being proposed for the “resident” DSA IOR for the District

c. Services – Provide list of services available from Firm including a brief description of philosophy and process for providing DSA services. (Two page maximum)

d. Additional Data - Provide additional information about the Firm as it may relate to this RFQ. Include letters of reference or testimonials. Indicate ongoing professional education of staff and total number of permanent employees. Identify DVBE participation level, if any.

e. Professional Fees and Sample Fee Proposal - Fees will be based on fully-loaded hourly billing rates for each classification. The final all inclusive rate shall be negotiated after the selection process. Project Specific Agreements will be based on a lump sum basis.

The total fees paid to any selected inspection Firm will be these fees as authorized by the individual Project Specific Agreement. Please note that such rate will only be considered for an adjustment on an annual basis (based on the date of mutual execution of the Contract) and upon written request by Firm. Such adjustment will be based on the percentage increase, decrease, set forth in the Consumer Price Index (CPI) for Orange County.
No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to the site of work, subsistence, lodging, fuel charge, vehicle use, nuclear gage, transmitting reports, administrative charges, or other similar activities necessary for performance of the services except as follows:

- Personnel that are required to perform services at a destination that is more than 50 miles from Saddleback College, Irvine Valley College and ATEP shall first obtain written approval and will be reimbursed at the rate for mileage (for such mileage over 50 miles) set forth by the United States Internal Revenue Services and for per diem travel as set forth by the US General Services Administration. Rates will be negotiated and finalized at execution of the Project Specific Agreement.

Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Proposers shall specifically include hourly rates and monthly fees for full time services in their proposals for the following:

- DSA Class 1 inspector - “Resident” DSA Inspector for the District
- DSA Class 1 inspector
- DSA class 2 Inspector
- DSA class 3 Inspector

- Overtime and Weekend Rates for the above.
- Proposer may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services.

Identify any constraints or assumptions that affect fee. Services that are not specifically included in Attachment A and B may be added in the blank areas provided as supplementary information. Be thorough and specific as this will form the basis of any contract negotiations for services.

f. **Client References** – This section of the Proposal permits Firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the Firm and any sub consultants included in the Proposal and shall include:

- Project name, location and description
- Client contact name
- Telephone number
- Email address
Inspector of record fees charged per project.

g. **Agreement Review** - Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.

h. **Certification** - Complete, provide authorized signature, and date the **CERTIFICATION - REQUEST FOR QUALIFICATION** enclosed with this RFP.

RFPs should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your company. **Deviation from the defined content, order and format prescribed in this RFP may result a non-responsive evaluation.** Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Attachments A and B) are not to be included with the Firm’s submittal.

**Basis of Award**

Candidates will be selected for the pool based on criteria and guidelines established by the District. After a careful evaluation by the selection committee, award will be based on demonstrated competence as well as what is in the best interests of the District as determined by the committee including consideration of fair and reasonable pricing.

The successful Firm must demonstrate:

- Qualifications, experience and time commitment of key personnel assigned to provide the services. The Firm’s experience and knowledge in providing **DSA INSPECTION** Services
- Reasonable and competitive fees as shown in the fee schedule

**Miscellaneous**

1. General information about SOCCCD may be found at [http://www.socccd.edu](http://www.socccd.edu). Recent projects are listed at the “Bids” tab. The Master Plan is found at [http://www.socccd.edu/about/about_planning.html](http://www.socccd.edu/about/about_planning.html)

2. All submittals shall remain active and valid for ninety days following closing date for receipt. If selected for the **DSA INSPECTION** Services Pool, the submittal information may be incorporated into the contract documents and amended with written approval between the parties, as necessary. The District reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.

4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ & P materials.
5. All materials submitted in response to this RFQ & P shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain all submittals, whether selected or rejected.

6. Only written changes to the RFQ & P will be valid. Verbal representations will not be binding on either party.

7. SOCCCD reserves the right to reject any or all responses to this RFQ & P. Any and all costs incurred in preparing and submitting a response to this RFQ & P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.

Specific Inclusions

1. Attachment A: Template of agreement for DSA IOR services for a specific project.
2. Attachment B: Template of agreement for “resident” IOR services for a five (5) year period
CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ & P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications and Proposals – DSA INSPECTIONS SERVICES Pool, and the instructions for submitting an RFQ & P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide five copies of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

__________________________________________  ____________________________________________
Signature                                    Typed or Printed Name

__________________________________________
Title

__________________________________________
Address

__________________________________________
phone

__________________________________________
email
CONSULTANT AGREEMENT

INSPECTOR OF RECORD SERVICES

Project Name:

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as “DISTRICT,” and Inspection Firm, (address), (phone #), hereinafter referred to as “CONSULTANT.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Code.** Services to be provided by CONSULTANT: Inspector of Record services as required by Section 34 of the California Administrative Code, Title 21, Public Works, for the construction of the project (TBD) at (name of College TBD).

2. **Services.** The Inspector’s services shall include but not be limited to the following tasks:
a. Provide resident inspection services to insure compliance with code, plans, specifications and quality control required of an educational facility. Issue correction and stop work notices and notify the District and Construction Manager in writing if work does not conform to contract document.

b. Inspect and verify that Contractor’s As-Built record documents are updated monthly prior to processing of Contractor’s monthly payment request.

c. Maintain liaison with the A/E, Construction Manager, Testing Lab, District and other regulatory agencies and governing bodies as necessary to maintain project continuity.

d. Submit, on a daily basis, an activity report to the Construction Manager, including the following information:

   i. Activities performed by the Contractors, and areas where work is performed.

   ii. Manpower assigned to each Contractor and Subcontractor.

   iii. Weather conditions.

   iv. Equipment and materials delivered to the site.

   v. Construction equipment and vehicles utilized.

   vi. Nature and location of the work being performed (starting and completion dates for various portions of the work).

   vii. Verbal clarifications of the work given to the Contractor.

   viii. Inspection by representatives of regulatory agencies.

   ix. Note occurrences or conditions that might affect Contract Sum or Contract Time.

   x. List visitors to the site, titles, and reasons for visit.
xi. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.

xii. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.

e. Inspector shall comply with all federal, state, county and local governmental requirements.

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

g. Attend all meetings as required in contract documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.

h. Assist the Construction Manager and District in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.

i. Inspect, verify, and document Contractor’s delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor’s delivery of equipment to the job site.
j. Submit to the Construction/Project Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.

k. Review the Contractor’s Payment Requests at billing meetings.

l. When the Contractor’s work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a “punch list” and submit to the Construction Manager.

m. Assist the District in the review of Contractor’s Submittals.

n. At completion of project, deliver all inspection records and project correspondence to the District.

o. Prior to commencement of work, Inspector will cooperate with the District and Construction Manager to develop an inspection plan for the construction of the project.

p. Participate in the constructability review of project documents with contracting firm, District, and College representatives.

3. **Term.** CONSULTANT shall commence providing services under this AGREEMENT on or about **Date TBD**, and will diligently perform as required until completion of the project which is anticipated to be finished by **Date TBD**.

4. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT upon satisfactory completion of the services. CONSULTANT will perform the services on a monthly basis at **(amount) $XX/month for a total contract amount of (amount) $XX and 00/100 ($XXX,XXX.00)**.

5. **Expenses.** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT
6. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

7. **Materials.** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT shall furnish, at his/her own expense a portable office to be located at either Saddleback or Irvine Valley College, as designated by DISTRICT. The cost of utility connection is to be born by consultant. CONSULTANT shall plan for one move per year within proposal’s fee consideration. CONSULTANT’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

9. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Termination.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after
service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

11. **Hold Harmless.** CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

   (a) any injury to or death of any person(s), or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, Firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and/or

   (b) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.
12. **Insurance.** Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million & no/100 Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than **DATE TBD**, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

13. **Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

14. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT’s business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

15. **Permits/Licenses.** CONSULTANT and all CONSULTANT’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
16. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

17. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

18. **Affirmative Action Employment.** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

19. **Non Waiver.** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20. **Notice.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:
21. **Severability.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. **Governing Law.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

**DISTRICT:**
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Brandye K. D’Lena

**CONSULTANT:**
Name TBD  
Address  
City, State, Zip code  
Attn: TBD

THIS AGREEMENT IS ENTERED INTO THIS XXth DAY OF Month, Year.

<table>
<thead>
<tr>
<th>“DISTRICT”</th>
<th>“CONSULTANT”</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Orange County Community College District</td>
<td>Inspector / Inspection Firm</td>
</tr>
</tbody>
</table>

By: _______________________________  
Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services  
Date: ____________________________

By: _______________________________  
Printed Name:______________________  
Title:_____________________________  
Date: ____________________________  
Tax ID #__________________________  
Taxpayer_________________________  
Identification Number______________
South Orange County Community College District
RFQ & P DSA INSPECTION Services Pool
May 20, 2013

Exhibit A
FEES - Hourly Rates
CONSULTANT AGREEMENT

INSPECTOR OF RECORD SERVICES

Project Name:

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as “DISTRICT,” and Inspection Firm, (address), (phone #), hereinafter referred to as “CONSULTANT.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:
1. **Code.** Services to be provided by CONSULTANT: Inspector of Record services as required by Section 34 of the California Administrative Code, Title 21, Public Works, for the construction of the project (TBD) at (name of College TBD).

2. **Resident Inspection Services.** The Resident Inspector’s services shall include but not be limited to the following tasks:
   
   a. Provide Resident Inspection services to insure compliance with code, plans, specifications and quality control required of educational facilities.
   
   b. Assist with recommendation for DSA IORs on future projects and manage other DSA inspectors in the District.
   
   c. Oversight for all projects requiring DSA involvement including recommendations to Project Inspector (IOR) for issuance of correction and stop work notices if work does not conform to contract document.
   
   d. Maintain District level oversight with all project A/Es, Construction Managers, Testing Labs, DSA and other regulatory agencies and governing bodies as necessary to maintain projects continuity.
   
   e. Prior to commencement of work, Resident Inspector will coordinate with the SOCCCD, the assigned inspector, and the Construction Manager (if applicable) to develop an inspection plan for the construction of the project.
   
   f. Participate in the constructability review of project documents with contracting Firm, District, and College representatives.
   
   g. Hold regular inspector meetings and occasionally participate in Project progress meetings.
   
   h. Ensure Project Close Out with DSA.
   
   i. Perform all functions listed for DSA IOR when assigned to perform Project Specific Services.
3. **Project Specific Services.** The Inspector’s Project Specific services shall include but not be limited to the following tasks:

a. Provide resident inspection services to insure compliance with code, plans, specifications and quality control required of an educational facility. Issue correction and stop work notices and notify the District and Construction Manager in writing if work does not conform to contract document.

b. Inspect and verify that Contractor’s As-Built record documents are updated monthly prior to processing of Contractor’s monthly payment request.

c. Maintain liaison with the A/E, Construction Manager, Testing Lab, District and other regulatory agencies and governing bodies as necessary to maintain project continuity.

d. Submit, **on a daily basis**, an activity report to the Construction Manager, including the following information:

   i. Activities performed by the Contractors, and areas where work is performed.

   ii. Manpower assigned to each Contractor and Subcontractor.

   iii. Weather conditions.

   iv. Equipment and materials delivered to the site.

   v. Construction equipment and vehicles utilized.

   vi. Nature and location of the work being performed (starting and completion dates for various portions of the work).

   vii. Verbal instruction and clarifications of the work given to the Contractor.

   viii. Inspection by representatives of regulatory agencies.
ix. Note occurrences or conditions that might affect Contract Sum or Contract Time.

x. List visitors to the site, titles, and reasons for visit.

xi. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.

xii. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.

e. Inspector shall comply with all federal, state, county and local governmental requirements.

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

g. Attend all meetings as required in contract documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.

h. Assist the Construction Manager and District in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.

i. Inspect, verify, and document Contractor’s delivered equipment and materials to insure that they meet submittal and specification
requirements. Such inspection must occur within 48 hours of Contractor’s delivery of equipment to the job site.

j. Submit to the Construction/Project Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.

k. Review the Contractor’s Payment Requests at billing meetings.

l. When the Contractor’s work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a “punch list” and submit to the Construction Manager.

m. Assist the District in the review of Contractor’s Submittals.

n. At completion of project, deliver all inspection records and project correspondence to the District.

o. Prior to commencement of work, Inspector will cooperate with the District and Construction Manager to develop an inspection plan for the construction of the project.

p. Participate in the constructability review of project documents with contracting firm, District, and College representatives.

4. Term. CONSULTANT shall commence providing services under this AGREEMENT on or about Date TBD, and will diligently perform as required and complete performance by Date TBD.

5. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT. CONSULTANT will perform the services on a monthly basis at (amount) $XX/month for a total contract amount of (amount) $XX and 00/100 ($XXX,XXX.00). Upon satisfactory
completion of the services and a signed invoice acceptable to the DISTRICT and approved by Executive Director of Facilities Planning and Purchasing, payment will be made at monthly intervals.

6. **Expenses.** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except for approved reimbursable expenses (mileage). Total reimbursable expenses shall not exceed $XX.

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

8. **Materials.** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT shall furnish, at his/her own expense a portable office to be located at either Saddleback of Irvine Valley College, as designated by DISTRICT. CONSULTANT shall plan for one move per year within proposal’s fee consideration.
CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

10. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Termination.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. 10 day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the
termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

12. **Hold Harmless.** CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
(a) any injury to or death of any person(s), or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, Firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and/or

(b) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

13. **Insurance.** Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million & no/100 Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than **DATE TBD**, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of
Cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

14. **Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

15. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

16. **Permits/Licenses.** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

17. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

18. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. **Affirmative Action Employment.** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

20. **Non Waiver.** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. **Notice.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

**DISTRICT:**
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Brandye K. D’Lena

**CONSULTANT:**
Name TBD  
Address  
City, State, Zip code  
Attn: TBD

22. **Severability.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or
unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

23. **Governing Law.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS XXth DAY OF Month, Year.

“DISTRICT”
South Orange County Community College District

By: _______________________________
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
Date: ______________________________

“CONSULTANT”
Inspector / Inspection Firm

By: _______________________________
Printed Name: _____________________
Title: ______________________________
Date: ______________________________
Tax ID #___________________________
Taxpayer___________________________
Identification Number_______________
Exhibit A
FEES - Hourly Rates