

**WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND FEE PROPOSALS (“RFQ”)
PROJECT INSPECTOR SERVICES
BID #04-1516**

District Facilities Building Replacement – Increment 2/ DSA # 01-114505; West Valley College

WEST VALLEY-MISSION 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.

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 IOR to complete construction materials tests/inspections for the Project. Timely submitted RFQ Responses will be evaluated by the District in accordance with the criteria established in this RFQ. One or more Respondents may be requested to interview with the District as part of the process for the District’s selection and retention of a IOR for the Project.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by contacting the District’s Director, General Services whose contact information is noted herein.

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

Brigit Espinosa
Director, General Services
West Valley-Mission Community College District
14000 Fruitvale Avenue
Saratoga, California 95070
brigit.espinosa@wvm.edu.

1.2. 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. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

1.3. 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.

1.4. 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. 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 required by operation of law, or by an order of a court of competent jurisdiction, 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.

1.5. 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 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. 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 4:00 PM Choose an item. days prior to the latest date for submission of RFQ Responses; the District will not respond to clarification requests submitted thereafter. All communications to the District shall be as set forth in Paragraph 1.1.3 above.

1.6. 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.

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

- Attachment A Agreement for Project Inspector Services
- Attachment B Qualifications Statement
- Attachment C Pricing Proposal
- Not Attached DSA PR 13-01

1.8. RFQ Activities; Timeline. The District anticipates that the following activities relating to the RFQ will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFQ activities and/or the time for completion of a RFQ activity.

RFQ Activity	Date
1 st Advertisement	Friday, November 06, 2015
2 nd Advertisement	Monday, November 09, 2015
Latest date/time for submittal of questions, clarification requests	4:00 PM seven (7) days prior to the latest date for submission of RFQ Responses
Latest date/time for submittal of RFQ Responses	3:00 PM, Monday, December 07, 2015
Interviews	Monday, December 14, 2015
Board action to award IOR Contract	Tuesday, January 19, 2016

2. The District and the Project.

2.1. West Valley-Mission Community College District.

2.2. The Project.

INCREMENT 2:

PHASE 1

NEW SINGLE STORY AND TWO STORY TYPE IIB, FULLY SPRINKLERED, MIXED B & F1 OCCUPANCY FACILITIES BUILDING AND ASSOCIATED CORPORATE YARD AND GUEST PARKING, COMPLETION OF UNDERGROUND UTILITIES, HARDSCAPE AND SITEWORK.

PHASE 2

SITE GRADING FINISH GRADE AND ASSOCIATED SITEWORK FOR ENTRANCE TO BUILDING AND ADJACENT PARKING LOT

3. **Project Inspector Services.**

3.1. Inspector Agreement. Attached as Attachment A to this RFQ is a form of Project Inspector Services Agreement (“the Inspector Agreement”) which the District anticipates executing with the individual or firm selected to provide Project Inspector services for the Project through this RFQ. The scope of Project Inspector Services and other terms and conditions are set forth in the Inspector Agreement.

3.2. Respondents’ Review of Inspector Agreement. Each Respondent shall thoroughly review the Inspector Agreement and indicate in the Respondent’s RFQ Response acceptance of all terms and conditions of the Inspector Agreement or requested modifications to portions of the Inspector Agreement. If a Respondent requests modifications to any portion of the Inspector Agreement, the Respondent must set forth, in its RFQ Response, the specific modification requested. No modification to the Inspector Agreement requested by a Respondent is binding on or enforceable against the District unless the District has accepted the requested modification and such modification is incorporated into the Inspector Agreement as awarded by the District’s Board of Trustees.

4. **RFQ Response.**

4.1. Submission of RFQ Response.

4.1.1. Latest Date/Time for Submission of RFQ Response. The latest date/time for submission of RFQ Responses is 3:00 PM, Monday, December 07, 2015.

4.1.2. Location for Submission of RFQ Response. RFQ Responses shall be submitted to the office of the District’s Director, General Services at:

West Valley-Mission Community College District
 Brigit Espinosa
 Director, General Services
 West Valley-Mission Community College District
 14000 Fruitvale Avenue
 Saratoga, California 95070

RFQ Responses which are not actually received at the above-stated location 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 central 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 District’s central mailroom will be distributed to the addressee(s) only as part of the mailroom’s regular routine delivery service. A response to this RFQ which is received in the District’s central mailroom is not receipt by the above-stated District Office until delivery of such item is

effectuated to the above-state District Office by the District’s mailroom services. Accordingly, Respondents are encouraged to personally deliver RFQ Responses directly to the above-stated District Office or to retain a private courier service to personally deliver RFQ Responses to the above-stated District Office.

4.2. RFQ Response Contents/Format.

- 4.2.1. RFQ Response. All materials submitted in response to this RFQ shall be on 8 ½” x 11” paper, in portrait orientation. 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 RFP Response which correspond format and contents described in Paragraph 4.3 below.
- 4.2.2. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.3 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.3 below, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the matters set forth in Paragraph 4.3 below.
- 4.2.3. Copies of RFQ Response. Each Respondent shall submit an original and three (3) copies of its RFQ Response.

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

- 4.3.1. 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.
- 4.3.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing Project Inspector Services for the Project and a brief statement of the qualifications of the Respondent to provide 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.
- 4.3.3. Table of Contents. Include a Table of Contents reflecting the Respondent’s responses to each of the items set forth below.
- 4.3.4. Tab 1; Statement of Qualifications. Complete the Statement of Qualifications attached as Exhibit B to this RFQ for the Respondent.
- 4.3.5. 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 Project.
- 4.3.6. 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	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
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- 4.3.7. Tab 4; Project Personnel Resumes. Provide a current resume for each proposed Project Inspector.
- 4.3.8. Tab 5; Inspector Agreement Comments. Included with this RFQ, as Exhibit A, is the Inspector Agreement. Respondents must indicate in Tab 5 acceptance of all terms and conditions of the Inspector Agreement, without conditions, qualifications or reservations or identify any term or condition of the 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 Inspector Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the Inspector Agreement.
- 4.3.9. Tab 6; Price Proposal. Provide a fee proposal for Project Inspector services for the Project on the form of Price Proposal included with this RFQ as Attachment C.
- 4.3.10. Tab 7; Acknowledgment of Addenda.

If the District issued Addenda to the RFQ, Tab 7 must include the following statement:

The Respondent submitting this RFQ Response acknowledges receipt of Addenda Nos. _____. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ Response.

If the District did not issue Addenda to the RFQ, Tab 7 must include the following statement: "No Addenda issued."

4.4. Selection Criteria.

- 4.4.1. 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.
- 4.4.2. 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 Inspector Agreement is not based solely on proposed pricing for completion of Project Inspector Services.
- 4.4.3. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated. The District and the selection committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria.
 - 4.4.3.1. Relevant Experience and Ability. 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 Project.
 - 4.4.3.2. Responsiveness to RFQ and Project Requirements. The District will evaluate the Respondent's responsiveness to the requirements of this RFQ as outlined in the RFQ.
 - 4.4.3.3. Client Responsiveness. The District will evaluate the prior experience and success of the Respondent and its proposed Project Inspectors 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.

- 4.4.3.4. Availability. The District will evaluate the availability of the Respondent and its proposed Project Inspectors to be dedicated to the Project within the District's anticipated schedule.
- 4.4.3.5. Proposed Pricing. The District will evaluate the pricing proposed for completion of the Inspector Services.
- 4.5. Interviews. At the sole discretion of the selection committee, one or more of the Respondents deemed qualified for the Project 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.
- 4.6. 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 Inspector Agreement. The foregoing notwithstanding authority to award the Inspector Agreement is vested solely in the District's Board of Trustees.
- 4.7. 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 RFP Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.
- 4.8. Award of Contract. The Inspector Agreement, if awarded, will be by action of the District's Board of Trustees.

[END OF SECTION]

AGREEMENT FOR PROJECT INSPECTOR SERVICES

This Agreement for Project Inspector Services (“Agreement”) is entered into [Click here to enter a date.](#) by and between WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (“District”) and [PROJECT INSPECTOR NAME] (“Inspector Firm”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District anticipates design and construction of a work of improvement commonly referred to as AAAA (“the Project”) which is situated on the District’s Choose an item..

WHEREAS, the District has retained _____ (“the Architect”) to provide certain services in connection with the Project.

WHEREAS, the District has retained _____ (“the Construction Manager”) to provide construction management services during construction of the Project.

WHEREAS, the Project is subject to the jurisdiction of the Division of State Architect (“DSA”).

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

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 Project 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 Inspector Firm agree as follows:

AGREEMENT

ARTICLE 1 PROJECT INSPECTOR SERVICES

1.1 General. The Project Inspector Services set forth in this Agreement shall be completed by the Inspector Firm. The Project Inspector(s) employed by the Inspector Firm who will be assigned Project Inspector Services along with a description of the Project Inspector Services to be performed or provided by each Project Inspector are set forth in Attachment A to this Agreement which is incorporated herein by this reference. The Project Inspector(s) identified by the Inspector Firm in Attachment A 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) identified in Attachment A shall not be changed during construction of the 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 Inspector Firm DIR Registration. Pursuant to Labor Code § 1725.5, the Inspector Firm is required to be a DIR registered contractor. Inspector Firm is currently a DIR Registered

Contractor, with a DIR registration Number of _____ and an expiration date of _____. At all times during performance under this Agreement, Inspector Firm shall be a DIR registered contractor.

- 1.3 Project Inspectors. 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 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 Project.
- 1.4 Project Inspector Services. In addition to duties, responsibilities and obligations of the Inspector Firm and Project Inspectors under this Agreement and arising pursuant to applicable law, the Inspector Firm and Project Inspectors assigned by the Inspector Firm to the 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.
- 1.4.1 Review of Construction Documents. Prior to commencement of construction activities at the Site, the Inspector Firm and the Project Inspectors assigned by the Inspector Firm to the Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Project and the construction/installation of portions thereof; (ii) the structural tests and special inspections required for the Project; and (iii) Project Inspector services necessary and required during Project construction.
- 1.4.2 Project Inspector Reports. A material obligation of the Inspector Firm under this Agreement is the timely completion and submission of all reports required of Project Inspectors 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).
- 1.4.3 Form DSA 152 Inspection Card. The District or the Architect will request DSA to issue of Form DSA 152 Inspection Card for the Project and deliver the same to the Inspector Firm. The Inspector Firm and Project Inspectors assigned to the 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 Project Job File maintained by the Project Inspectors; and (ii) electronically posting Form DSA 152 pursuant to PR 13-01 §1.5.
- 1.4.4 Form DSA 154; Deviations from DSA Approved Construction Documents. In addition to duties and responsibilities of the Inspector Firm and Project Inspectors under PR 13-01 relating to deviations from DSA approved Construction Documents, the Inspector Firm and Project Inspector(s) 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.

- 1.4.5 Project Inspector Job File. The Project Inspectors 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 Inspectors 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.
- 1.4.6 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 Project requires additional or different special inspections and/or special tests than those designated in the Design Documents for the Project. The Inspector Firm shall schedule and coordinate the services of the special tests/inspections providers retained by the District with the progress of Project construction so that special tests/inspections are conducted and completed without delay, disruption or hindrance to Project construction and the schedule for Project construction. The foregoing shall include without limitation, communications with the Construction Manager, Contractor and Architect regarding readiness of the Project for special tests/inspections, conduct/completion of special tests/inspections and the results of special tests/inspections.
- 1.4.7 Architect/District Observations. The Project Inspectors shall accompany the Architect, the Architect's Design Consultants and the District when they are observing Project construction in place or in progress.
- 1.4.8 Project Meetings. If requested by the District or the Construction Manager, the Project Inspectors shall attend Project meetings.
- 1.4.9 Contractor Payment Application Review and Verification. The Project Inspectors 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 Project completed; and (iii) verification of the amount due the Contractor.
- 1.4.10 Completion of the Work.
- 1.4.10.1 Substantial Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Project for purposes of determining Substantial Completion. If requested by the District, the Project Inspector shall certify to the District the date that Project Substantial Completion was achieved.
- 1.4.10.2 Punchlist. As part of the observations, reviews or inspections to determine Substantial Completion of the Project, the Project Inspector, in conjunction with the District, Architect, Construction Manager and CM shall note the conditions of the 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.
- 1.4.10.3 Final Completion. The Project Inspector shall participate with the District, Contractor, Architect and Construction Manager in observations, reviews or inspections of the Project for purposes of determining Final Completion. If requested by the District, the Project Inspector shall certify to the District the date that Project Final Completion was achieved.

- 1.4.11 Daily Records. In addition to Job File contents required by PR 13-01, each Project Inspector assigned to the Project shall maintain daily records for each day or portion thereof that each Project Inspector is at the Site providing Project Inspector Services. 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 at the Site. Each daily record shall include sufficient information, data and other materials to evidence the Project Inspector's continuous inspection of Project construction and, without limitation, at least the following items: (i) Subcontractors on Site and the number of workers of each Subcontractor on Site; (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.
- 1.4.12 Project Communications. The Project Inspectors shall comply with project communications requirements established by the District for the Project, including without limitation, web-based Project communications and web-based Project records. The Project Inspectors shall, without adjustment of the Contract Price due the Inspector Firm hereunder, be sufficiently trained and skilled in the use and application of communications required by the District for the Project.
- 1.5 Prohibited Actions/Activities. The Inspector Firm and Project Inspector(s) 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 Project participants, including without limitation, the Architect, the Construction Manager (if one is retained by the District for the Project) and the District.
- 1.6 Additional Project Inspector Services. Services not included in the Project Inspector Services are Additional Project Inspector Services. 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.
- 1.7 Inspector Firm Standard of Care. The Project Inspector Services and authorized Additional Project Inspector Services; if any, shall be performed and provided by 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 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 Project construction 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 Project construction. 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.

- 1.8 Inspector Firm as Independent Contractor; Limited Inspector Firm Agency. In providing services under this Agreement, the Inspector Firm is an independent contractor to the District. The express terms of this Agreement 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.

ARTICLE 2 DISTRICT RESPONSIBILITIES

- 2.1 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: (i) lockable temporary office space consisting of sufficient space to accommodate Project Inspectors assigned to the Project; (ii) furniture and furnishings consisting of desks and chairs for use by Project Inspectors assigned to the 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 shall be provided by the Inspector Firm without adjustment of the Contract Price hereunder.
- 2.2 Project Information. The District will provide the Inspector Firm with one (1) copy of the Construction Contract Documents for the Project.

INCREMENT 2:

PHASE 1

NEW SINGLE STORY AND TWO STORY TYPE IIB, FULLY SPRINKLERED, MIXED B & F1 OCCUPANCY FACILITIES BUILDING AND ASSOCIATED CORPORATE YARD AND GUEST PARKING, COMPLETION OF UNDERGROUND UTILITIES, HARDSCAPE AND SITEWORK.

PHASE 2

SITE GRADING FINISH GRADE AND ASSOCIATED SITEWORK FOR ENTRANCE TO BUILDING AND ADJACENT PARKING LOT

2.3

ARTICLE 3 CONTRACT PRICE.

- 3.1 Contract Price for Project Inspector Services. The Contract Price for the Project Inspector Services under this Agreement is a not to exceed amount of _____ Dollars (\$_____). The basis of the District's payment of the Contract Price for the Project Inspector Services shall be in accordance with this Agreement. Except for authorized Reimbursable Expenses, if any, the Contract Price for the Project Inspector Services is the full amount due from the District to the Inspector Firm for the Project Inspector Services, 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 Site and the District's Administrative Offices, travel within the Counties of Santa Clara, San Mateo, Contra Costa, San Francisco and Alameda, profit

and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.

- 3.2 Additional Project Inspector Services. If the District authorizes Additional Project Inspector Services, the District's payment of 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 Attachment A to this Agreement.
- 3.3 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.
- 3.4 Inspector Firm Billings for Payment of Contract Price. During the course of providing Project Inspector Services, Inspector Firm shall submit monthly billing invoices to the District for payment of the Contract Price for Project Inspector Services, authorized Additional Project Inspector Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Inspector Firm's billings shall be in such form and format as may be reasonably requested by 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 Attachment A attached hereto and incorporated herein by this reference.
- 3.5 District Payment of Contract Price. Within thirty (30) days of receipt of Inspector Firm's billing invoices, District will make payment to Inspector Firm of undisputed amounts of the Contract Price due for Project Inspector Services, authorized Additional Project Inspector Services and authorized Reimbursable Expenses. The District may withhold or deduct portions of the Contract Price otherwise due Inspector Firm hereunder if Inspector Firm or Project Inspectors fail to timely and completely perform material obligations to be performed on its part under this Agreement, 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.
- 3.6 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 upon receipt of payments of the Contract Price 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 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, the obligation for compliance rests solely with the Inspector Firm without adjustment of the Contract Price hereunder.

ARTICLE 4 INSURANCE; INDEMNITY

- 4.1 Inspector Firm Insurance. At all times during performance of Project Inspector Services and authorized Additional Project Inspector Services, the Inspector Firm shall maintain policies of insurance in the minimum coverage amounts set forth herein.

- 4.2 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.
- 4.3 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 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. 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.
- 4.4 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.
- 4.5 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.
- 4.6 Indemnity.
- 4.6.1 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 or willful acts, omissions, errors and/or other conduct negligent of Inspector Firm, its the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement. 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 or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

- 4.6.2 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 which arise out of the negligent or willful acts, omissions or other conduct of the District.

ARTICLE 5 TERM; TERMINATION; SUSPENSION

- 5.1 Term. The Term of this Agreement shall commence as of the date set forth above and unless earlier terminated pursuant to the provisions hereof, the Term shall expire upon completion of Project construction and the Inspector Firm's completion of all obligations of the Inspector Firm and Project Inspectors under this Agreement and PR 13-01.

- 5.2 Termination for Default. Either the District or Inspector Firm may terminate this Agreement 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 it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Inspector 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 Contract Price 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, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Inspector Firm, if any, shall be made by District only after completion of Project construction. 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.

- 5.3 District Right to Suspend. The District may, in its discretion, suspend all or any part of Project construction or the Inspector Firm's services hereunder; provided, however, that if the District shall suspend construction of the Project or Inspector Firm's services

hereunder 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 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 Project construction or Inspector Firm's services hereunder. Except as set forth herein, the Contract Price hereunder is not subject to adjustment for any suspension of Project construction authorized or directed by the District.

- 5.4 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Inspector Firm terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Inspector Firm. In such event, the Agreement, 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 of the Contract Price 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 to de-mobilize from the Site. 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.
- 5.5 Inspector Firm Suspension of Project Inspector Services. If the District shall fail to make payment of the Contract Price undisputedly due the Inspector Firm, the Inspector Firm may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full of the undisputed portion of the Contract Price is received. In such event, Inspector Firm shall have no liability for any delays or additional costs of Project design or construction due to, or arising out of, such suspension.
- 5.6 Inspector Firm Obligations Upon Termination. Upon the District's exercise of the right of termination hereunder, the Inspector Firm shall take action as directed by the District relating to the 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 Project. The Inspector Firm shall deliver the originals of all work product, 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 is terminated prior to completion of Project construction, 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 Project.

ARTICLE 6 MISCELLANEOUS

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

- 6.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.
- 6.3 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.
- 6.4 Project Records. Records, documents and other materials generated or received by Inspector Firm and/or the Project Inspector(s) in the course of performing services hereunder shall be delivered to the District upon termination of this Agreement or completion of Project Inspector obligations under this Agreement. Inspector Firm may, at its sole cost, make copies of such records for its own files.
- 6.5 Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:
Director, General Services
14000 Fruitvale Avenue
Saratoga, California 95070

If to Inspector Firm:

- 6.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and 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 shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Inspector Firm.
- 6.7 Definitions.
 - 6.7.1 Architect. The Architect is the person or entity identified as such in this Agreement. The Architect is retained by the District to prepare Design Documents for the Project and to provide other services in connection with design, bidding and construction of the Project. The term "Architect" includes Design Consultants retained by the Architect.
 - 6.7.2 Contractor. The Contractor is the person or entity under contract to the District to construct the Project or portions thereof. The term "Contractor" includes Subcontractors under contract to the Contractor and if the District awards more than one Construction Contract for construction of the Project, the term "Contractor" shall refer to all such Contractors.
 - 6.7.3 Site. The physical area designated in the Design Documents for Project construction and related activities.

- 6.7.4 Design Documents. Drawings, specifications and other Instruments of Service prepared by or on behalf of the Architect for bidding and construction of the Project.
- 6.7.5 Construction Contract Documents. The documents issued by or on behalf of the District for bidding the Construction Contract and construction of the Project. The Construction Contract Documents include the Design Documents and all modifications issued by or on behalf of the District.
- 6.7.6 Construction Manager. The Construction Manager, if one is designated by the District for the Project, is an independent contractor retained by the District to assist the District in connection with design, bidding and/or construction of the Project. The Construction Manager is authorized to act on behalf of the District in connection with the Project as set forth herein and in the Construction Contract Documents.
- 6.7.7 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.
- 6.8 Disputes.
- 6.8.1 Inspector Firm Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the Contract Price due the Inspector Firm, notwithstanding any disputes between District and the Inspector Firm hereunder, the Inspector Firm shall continue to provide and perform Project Inspector Services and authorized Additional Project Inspector Services pending a subsequent resolution of such disputes.
- 6.8.2 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 shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Construction Mediation Rules of JAMS 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 arbitration proceedings pursuant to the following Paragraph.
- 6.8.3 Arbitration. All claims, disputes or other matters in controversy between Inspector Firm and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the JAMS Construction Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Inspector Firm and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the JAMS Construction Arbitration Rules shall be invalid and unenforceable. The District and the Inspector Firm hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Inspector Firm, the Construction Manager if any, the Contractor, Architect or the District relating to the Project and arising in whole or in part out of this Agreement or the services provided by or through the Inspector Firm hereunder, Inspector Firm and District agree that any arbitration proceedings initiated between Inspector Firm and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute.

Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the Site.

6.8.4 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.

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

6.9 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, 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.

6.10 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, the accompanying Conditions and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

Attachment A “Project Inspectors – Rate Schedule”

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

“DISTRICT”

WEST VALLEY-MISSION COMMUNITY
COLLEGE DISTRICT

“INSPECTOR FIRM”

[INSPECTOR FIRM NAME]

By: _____

By: _____

Title: _____

Title: _____

**AGREEMENT FOR PROJECT INSPECTOR SERVICES
BETWEEN WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND**

**ATTACHMENT A
PROJECT INSPECTORS – RATE SCHEDULE**

Project Inspector Name	DSA Certifications		Hourly Rate
	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 Number		

**WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
RFQ FOR PROJECT INSPECTOR SERVICES
QUALIFICATIONS STATEMENT
BID #04-1516**

DS-Facilities Building Replacement – Increment 2/ DSA # 01-114505; West Valley College

1. Respondent Information.

1.1. Respondent Name:

1.2. Address:

Physical Office Location:

Street Address: _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address: _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent's principal contacts:

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

1.6. Length of time Respondent has been in business providing Project Inspector Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

2. Respondent Annual Revenue. Complete the following for each of the calendar years/fiscal years noted below. If any portion of the annual gross revenue or dollar value of contracts, as disclosed below, are generated by services other than DSA Project Inspector Services, the Respondent must, on a separate attachment, set forth the gross annual revenue and dollar value of contracts attributed only to DSA Project Inspector Services.

Calendar Year/ Fiscal Year	Annual Revenue	Gross	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
Choose an item.				
Choose an item.				
Choose an item.				
Choose an item.				

3. Insurance.

3.1. Commercial General Liability Insurance.

Insurer: _____
 Current Policy No.: _____
 General Liability Insurance Broker:
 Address: _____
 Telephone No.: (____) _____
 Fax No.: (____) _____
 Contact Name: _____

3.2. Workers' Compensation Insurance.

Insurer: _____
 Current Policy No.: _____
 Workers' Compensation Insurance Broker:
 Address: _____
 Telephone No.: (____) _____
 Fax No.: (____) _____
 Contact Name: _____

4. **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

5. **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 Project.)

6. **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)	

7. Questionnaire. A Respondent will not be deemed qualified if the answer to any of Questions 7.1 through 7.3 in this section results in a “not qualified” response. A “not qualified” response to any of Question 7.1 through 7.4 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 7.5 through 7.28 is a “yes”, the Respondent must set forth details in a separate attachment to this Qualifications Statement.

7.1. 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 Project.

Yes No (not qualified)

7.2. The Respondent is a DIR Registered Contractor.

Yes No (not qualified)

Respondent’s DIR Registration No.: _____

7.3. The Respondent maintains a commercial general 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)

7.4. 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.

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

Yes No (not qualified)

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

Yes No

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

Yes No

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

Yes No

7.9. 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

7.10. 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

- 7.11. 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
- 7.12. 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
- 7.13. 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
- 7.14. 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
- 7.15. 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
- 7.16. 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
- 7.17. 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
- 7.18. 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
- 7.19. 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
- 7.20. 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

- 7.21. 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
- 7.22. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization?
___ Yes ___ No
- 7.23. 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? _____
- 7.24. 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
- 7.25. 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
- 7.26. 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
- 7.27. 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
- 7.28. 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
- 7.29. 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

8. 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)

**RFQ FOR PROJECT INSPECTOR SERVICES
 BID #04-1516
 DS-Facilities Building Replacement – Increment 2/ DSA # 01-114505; West Valley College
 ATTACHMENT C; PRICE PROPOSAL**

Respondent: _____

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

1. Proposed Not to Exceed Contract Price. For completion of the Project Inspector Services and other obligations of the Inspector Firm under the Inspector Agreement, the Respondent proposes a not to exceed Contract Price of _____ Dollars (\$_____) for Project Inspector Services completed Mondays-Fridays, during normal working hours.

2. Project Inspector Hourly Billing Rates. The foregoing not to exceed Contract Price proposed by Respondent is based on the following hourly rates for Project Inspectors the Respondent proposes for assignment to the Project (the following are all of the proposed Project Inspectors identified by the Respondent in the response to Paragraph 5 of the Qualifications Statement).
 - 2.1. Project Inspector Services performed Mondays-Fridays(Straight Time). For Project Inspector services provided Mondays-Fridays (holidays excepted) during normal working hours and with a maximum of eight (8) hours of Project Inspector Services per proposed Project Inspector, the hourly billing rates are as follows:

Proposed Project Inspector Name	Proposed Hourly Billing Rate
	_____ Dollars (\$_____) per hour
	_____ Dollars (\$_____) per hour
	_____ Dollars (\$_____) per hour
	_____ Dollars (\$_____) per hour
	_____ Dollars (\$_____) per hour

- 2.2. Project Inspector Services performed Mondays-Fridays (Overtime). For Project Inspector services provided by a proposed Project Inspector on Mondays-Fridays (holidays excepted) in excess of eight (8) hours of Project Inspector Services per day, the hourly billing rates proposed in Paragraph 2.1 are adjusted as follows for work beyond eight (8) hours per day: _____.

- 2.3. Project Inspector Services performed on Saturdays (Straight Time). For Project Inspector services provided by a proposed Project Inspector on Saturdays, the hourly billing rates proposed in Paragraph 2.1 are adjusted as follows for work beyond eight (8) hours per day: _____.

- 2.4. Project Inspector Services performed on Saturdays (Overtime). For Project Inspector services provided by a proposed Project Inspector on Saturdays in excess of eight (8) hours, the hourly billing rates proposed in Paragraph 2.1 are adjusted as follows for work beyond eight (8) hours on Saturdays: _____.
- 2.5. Project Inspector Services performed on Sundays and Holidays. For Project Inspector services provided by a proposed Project Inspector on a Sunday or a holiday day, the hourly billing rates proposed in Paragraph 2.1 are adjusted as follows for work beyond eight (8) hours per day: _____.
3. Fully Burdened and All-Inclusive Labor Rates; Prevailing Wage Rates. The Respondent confirms that the foregoing 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 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 Contract Price.
4. Acknowledgment and Confirmation. The Respondent has a full and complete understanding of the Project Inspector Services required for the Project. The Respondent certifies that its personnel are duly certified, licensed, approved and otherwise qualified to complete the Project Inspector Services required for the Project and other obligations under the Inspector Agreement, if the 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: _____