

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL DSA INSPECTOR OF RECORD SERVICES

THIS AGREEMENT, made and entered into this 8th day of December, 2011, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and **TYR INC.** hereinafter referred to as "Inspector".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Inspector to provide Division of State Architect (DSA) Inspector of Record (IOR) services as needed for the Perris High School Stadium Completion construction project.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Inspector upon the terms and conditions set forth, and the Inspector hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement shall be for a period of approximately One Hundred and Eighty (180) days commencing December 8, 2011, and terminating June 1, 2012, unless terminated earlier pursuant to Section 12.
2. **SCOPE OF WORK:** As directed by the District, the Inspector agrees to the following:
 - a. Inspector shall provide the following services: DSA Inspector's Services for Perris high School Stadium Completion Project and as outlined in Exhibit "B" ("Services").
3. **DISTRICT DESIGNEE:** Inspector shall provide its Services to the Director of Maintenance & Operations, Art Fritz, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.
4. **EXPENSES:** Inspector agrees and understands that some travel may be required, at Inspector's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Inspector shall not invoice the District for travel time from home office to a District location.

The Inspector shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

5. **SUBCONTRACTORS:** Inspector shall hire any subcontractors needed to provide the Services and/or the Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Inspector's own resources and billings.
6. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Inspector, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Inspector shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Inspector retains the right to provide similar or different Services or Products for others during the term of this Agreement. Inspector shall pay all wages, salaries, benefits and other amounts due its employees and sub-inspectors, and shall be responsible for all reports and obligations respecting its employees and sub-inspectors.

7. **ASSIGNMENT:** Inspector shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.
8. **EXECUTION OF CONTRACT:** Inspector shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Inspector shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".
9. **INDEMNIFICATION:** Inspector shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Inspector, its officials, officers, employees, agents, Inspectors and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Inspector shall defend, at Inspector's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Inspector shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Inspector shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Inspector's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.
10. **FEE:** For Services and Products provided under the Agreement, the District will pay Inspector per the following Fee Schedule:

DSA Class 1	\$70.00 / hr
DSA Class 2	\$66.00 / hr
DSA Class 3	\$62.00 / hr

11. **PAYMENT TERMS:** Progress payments may be made monthly upon presentation of an invoice, to the District's Designee, detailing time spent in providing the Services and/or the Products supplied during the billing period. The invoice shall contain an attachment that shows the days and hours billed by person and by the project, sub-project or other billing breakdown as may be required by the District's Designee. The District Purchasing Department will issue a purchase order for billing purposes to cover this Agreement. The purchase order number must be shown on each invoice. If this Agreement covers more than one fiscal year, a new purchase order will be issued for each fiscal year.

The Inspector shall, when requested by the District, invoice individual projects separately by line item showing the type and quantity of time expended on the specified project(s).

The Inspector shall account for and invoice hours worked on this Agreement separately from any other Agreement between the parties.

12. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Inspector. Said notice shall be in writing and shall be delivered to the addresses listed for the Inspector. Inspector may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

13. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.
14. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.
15. **PERMITS & LICENSES:** Inspector shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that is legally required to provide the Services and/or Products.
16. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
17. **COMPLIANCE:** Inspector shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Inspector shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Inspector performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Inspector shall be solely responsible for all costs arising therefrom. Inspector shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

Inspector shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Inspector represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.

18. **RECORDS:** Inspector shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Inspector shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Inspector shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
19. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.
20. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

21. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees.
22. **DRUG FREE:** Pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the Contract, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.
23. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Inspector has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

type or print Inspector's name

Perris Union High School District

Inspector's Signature

By: _____

Address

Title: _____

City

State

Zip

Board Approval Date: _____

Phone

Fax

EXHIBIT "A"

Insurance Requirements

A. **Minimum Requirements.** Inspector shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Inspector, its agents, representatives, employees or subcontractors. Inspector shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

B. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. **Minimum Limits of Insurance.** Inspector shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. **Professional Liability.**[INCLUDE IF APPLICABLE] Inspector shall procure and maintain, and require its sub-Inspectors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

E. **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Inspector shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) **General Liability.** The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Inspector, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Inspector's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Inspector's insurance and shall not be called upon to contribute with it.

(2) **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Inspector or for which the Inspector is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Inspector's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Inspector's insurance and shall not be called upon to contribute with it.

(3) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Inspector.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Inspector shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Inspector shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Inspector shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXHIBIT B
SCOPE OF INSPECTOR'S SERVICES
INSPECTOR OF RECORD

1.1 ALL ON-SITE INSPECTION SERVICES, INSPECTION-RELATED ACTIVITIES, AND SPECIAL INSPECTIONS

1.1.1 **All On-Site Inspection Services and Inspection-Related Activities.** The INSPECTOR's inspection services shall consist of all on-site inspection services of the PROJECT and all inspection-related activities relating thereto, including, but not limited to, the services set forth under this Article.

1.1.2 Special Inspections.

- .1 The INSPECTOR shall, if directed by the DISTRICT or the Architect, perform Special Inspections or oversee Special Inspections by specialty approved inspectors.
- .2 Special Inspections may be performed by the INSPECTOR if INSPECTOR has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the INSPECTOR shall manage coordination, scheduling and timely reporting of results to the DISTRICT, the Construction Manager (if applicable), the Architect, and the DSA if required.
- .3 The DISTRICT may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. The DISTRICT may require Special Inspection at the job site in addition to those listed hereinabove under .1 if deemed necessary because of the special use of the materials or methods of construction.

1.2 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

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

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

The INSPECTOR shall ensure that the PROJECT Contractor's ("Contractor") installation of work is constructed to Title 24 California Code of Regulations, the DISTRICT standards and any other requirements of Public Agencies providing jurisdiction. Verifications shall include, but not be limited to, welding connections, electrical connections and material utilized in conformance with construction documents. The inspection shall be according to the Division of the State Architect ("DSA") inspection rules and regulations.

1.4 CONTINUOUS INSPECTION

The INSPECTOR shall perform continuous inspection of the PROJECT during the work of construction in all stages of its progress. Such inspection shall be conducted based on personal knowledge of the work of construction and shall ensure that the approved plans and specifications are completely executed. Continuous inspection means complete inspection of every part of the work. Work such as concrete or brick work that can be inspected only as it is placed shall require the constant presence of the INSPECTOR. Other types of work that can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In no case shall the INSPECTOR have or assume any duties that will prevent the INSPECTOR from providing continuous inspection.

1.5 INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS

The INSPECTOR shall become sufficiently acquainted with the PROJECT and the agreements between the DISTRICT and the Architect, Construction Manager (if applicable), and Contractor, to allow for the INSPECTOR's effective and productive interface between the DISTRICT, the Architect, the Construction Manager (if applicable), the Contractor, and governmental inspectors by government inspectors including but not limited to those government inspectors referred to in paragraph 1.9 herein.

1.6 JOB SITE MEETINGS

The INSPECTOR shall, as directed by the Architect, the DISTRICT, or the Construction Manager (if applicable), attend meetings held at the PROJECT site or the District Facilities Department or other location identified to the INSPECTOR by the District. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.

1.7 INSPECTOR'S RELATIONSHIP WITH ARCHITECT

The INSPECTOR shall consult with and work under the general direction of the Architect during the construction and installation phase of the PROJECT. Prior to commencement of work, the INSPECTOR shall cooperate with the Architect to develop an Inspection Plan for the Project. The INSPECTOR shall obtain from the Architect additional details or information when required at the PROJECT for the proper execution of the PROJECT. The INSPECTOR shall assist in the review of Contractor's submittals. The INSPECTOR shall review the plans and specifications. All inconsistencies or seeming errors noted by the INSPECTOR in the plans and specifications shall be immediately reported by the INSPECTOR, with written confirmation at the earliest possible time thereafter, to the Architect, with a copy to the DISTRICT and Construction Manager (if applicable), for the Architect's interpretation and instructions relating thereto. In no case, however, shall the instruction of the Architect be construed by the INSPECTOR to cause work to be done that is not in conformity with approved plans, specifications and change orders. Interpretations received by the INSPECTOR from the Architect that cause deviations from the approved plans, specifications and change orders shall be referred by the INSPECTOR to the architect responsible for preparation of change orders to cover the required work.

1.8 INSPECTOR'S RELATIONSHIP WITH CONTRACTOR

The INSPECTOR shall, through the Contractor's representative, maintain liaison with the Contractor and all subcontractors on the PROJECT. The INSPECTOR shall consider and evaluate suggestions and confirm in writing the same to the Contractor, the Construction Manager (if applicable), and the Architect, with recommendations to the Construction Manager (if applicable), Architect and the DISTRICT for final decision.

1.9 GOVERNMENTAL AGENCIES HAVING JURISDICTION

- 1.9.1 ***Site Visits by Governmental Inspectors.*** If any governmental inspectors representing local, state or federal agencies having jurisdiction of the PROJECT should visit the PROJECT site, the INSPECTOR shall accompany such governmental inspectors during their visits through the PROJECT, and record in writing and report to the Construction Manager (if applicable), the Architect and the DISTRICT the results of such governmental inspections.
- 1.9.2 ***Notifications to Government Agencies and Inspectors.*** The INSPECTOR shall notify the governmental agencies and inspectors having authority over the PROJECT when the work is started on the PROJECT; at least forty-eight (48) hours in advance when foundation trenches will be complete; when the work is ready for footing forms; at least forty-eight (48) hours in advance of the first pour of concrete; and when the work is suspended for a period of more than two (2) weeks.

1.10 INSPECTOR'S JOB FILES

The INSPECTOR shall maintain orderly job files at the PROJECT site that include correspondence; reports of Project site conferences; minutes of job site meetings; shop drawings; and reproductions of the original Construction Contract of the Contractor ("Construction Contract"), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contract. The INSPECTOR shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. The INSPECTOR, as a condition of INSPECTOR's contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the PROJECT.

1.11 INSPECTOR'S DAILY RECORDS

The INSPECTOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by the INSPECTOR to be accurate and qualitative. Such reports shall record hours on the PROJECT site; weather conditions; construction procedures, where performed and any deviations therefrom; construction equipment and vehicles utilized; manpower assigned by the Contractor and subcontractors; equipment and materials delivered to the site, including INSPECTOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and INSPECTOR's determination that they meet submittal and specification requirements; daily activities; verbal instructions and clarifications of the work given to the Contractor; decisions that either clarify or deviate from the contract documents; general observations and specific observations in detail as in the case of PROJECT test procedures and results; occurrences or conditions that might affect the construction budget or schedule; any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken; telephone calls made of a substantial nature, including statements or commitments made during the call; and names of all visitors to the PROJECT site, including agency representation and agents of the DISTRICT. Said reports and/or job files shall be made available to the PROJECT Architect ("Architect"), the Construction Manager (if applicable), and the DISTRICT upon request. Failure to provide these Daily Records shall constitute a material breach of contract and may be cause for termination of this AGREEMENT by the DISTRICT.

1.12 INSPECTOR'S VERIFIED and SEMI-MONTHLY REPORTS

The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting reports required by Title 24 as follows:

Copies of verified reports required by Title 24 CCR shall be submitted to the DISTRICT within five (5) work days of the end of the report period and within five (5) days of final acceptance for the final verified report.

Copies of semi-monthly reports required by Title 24 CCR shall be submitted to the DISTRICT within two (2) work days of the close of the report period. These reports shall include the following information as a minimum:

- a. A brief description of the work in progress by each trade or contractor with an estimate of the percentage completed to date.
- b. Notation of progress or other project related meetings conducted on site.
- c. Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.
- d. Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the CONTRACTOR from the architect or project engineer.
- e. Notation of all correction notices or notices of non-compliance issued to the contractor (include a copy of such notices with the report).
- f. Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
- g. Notation of the average number of workers and foremen on site each day for the report period.
- h. Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any work that was impeded.

- i. Notation of any deviation from the contractor's approved construction schedule.
- j. Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report

1.13 INSPECTOR'S RECORDS OF CONSTRUCTION PROCEDURES

- 1.13.1 **Maintain all Records.** The INSPECTOR shall maintain all of INSPECTOR'S inspection records of construction procedures on the PROJECT jobsite until the completion of the work. The INSPECTOR shall maintain a record of phases of construction procedures, if such construction procedures are required.
- 1.13.2 **Concrete-Pouring Operations.** The INSPECTOR's records shall show the date and time of placing concrete and the date and time of removal of forms in each portion of the structure.
- 1.13.3 **Welding Operations.** The INSPECTOR's records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and any other relevant information.
- 1.13.4 **Piles.** The INSPECTOR's records shall, when piles are driven for foundations, include penetration under the last ten (10) blows for each pile.

1.14 TESTS

- 1.14.1 **Advise in Advance, Observe and Record.** The INSPECTOR shall advise the Architect, the Construction Manager (if applicable), and the DISTRICT in advance, verbally and in writing, of the schedules of tests and shall observe the tests at the PROJECT site that are required by the Construction Contract. The INSPECTOR shall record in writing all necessary details relative to the test procedures and results.
- 1.14.2 **Testing Services for Observation.** The INSPECTOR shall observe and record all testing services.

1.15 CERTIFICATION DOCUMENTATION

The INSPECTOR shall ensure that all required certification documentation relative to the PROJECT is received in a timely manner by the Construction Manager (if applicable), and the DISTRICT.

1.16 CONTRACTOR'S DEVIATIONS IN THE WORK

Whenever the INSPECTOR observes that the Contractor is performing any portion of the PROJECT in deviation from the approved plans, specifications or change orders or in violation of any local, state or federal codes, or contrary to approved revisions to any of the above, the INSPECTOR shall, if such deviation or violation is not immediately corrected by the Contractor when brought to the attention of the Contractor by the INSPECTOR, immediately direct the Contractor in writing, while simultaneously notifying the Architect, the Construction Manager (if applicable), and the DISTRICT, to cease installation of that nonconforming portion of the PROJECT, pending further decision by the Architect and the DISTRICT; and shall, in all cases, whether or not said deviations or violations are immediately corrected by the Contractor, make a written record of same. The INSPECTOR shall deliver copies of the writings referred to in this paragraph to the DISTRICT within twenty-four (24) hours of INSPECTOR'S origination of the writings.

1.17 DEFECTIVE WORK

If the INSPECTOR determines that any portion of the PROJECT is defective and such defect requires that portion of the work to be rejected, the INSPECTOR shall immediately report said defective work to the Architect, the Construction Manager (if applicable), and the DISTRICT. The INSPECTOR's initial report regarding such defective work may be either verbal or in writing, whichever form is deemed more appropriate by the INSPECTOR under the circumstances.

However, if such initial report is verbal, the INSPECTOR shall confirm said verbal report in writing within one (1) calendar day.

1.18 FAILURE TO NOTIFY THE ARCHITECT, THE CONSTRUCTION MANAGER, AND THE DISTRICT

INSPECTOR's failure to notify the Architect, the Construction Manager (if applicable), and the DISTRICT of work not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause for termination of this AGREEMENT by the DISTRICT.

1.19 CONSTRUCTION SCHEDULE, POTENTIAL DELAYS IN SUBSTANTIAL COMPLETION

The INSPECTOR shall be alert to the construction schedule and to any conditions that may cause delay in substantial completion of the PROJECT. Upon observing such conditions, the INSPECTOR shall report the same immediately and, within one (1) calendar day of observing such conditions, confirm the same in writing to the Architect, the Construction Manager (if applicable), and the DISTRICT.

1.20 PAYMENT REQUESTS

The INSPECTOR shall review the Contractor's pay requests prior to the issuance of Architect's and Contractor's certificate of payment to the Construction Manager (if applicable) and the DISTRICT and indicate whether amounts claimed by the Contractor are, in the INSPECTOR's opinion, correct. The INSPECTOR'S approval of pay requests shall be shown by signature of the INSPECTOR on the pay request.

1.21 CONSTRUCTION AT EXISTING FACILITIES

The INSPECTOR shall, where existing facilities are to be maintained in operation during the PROJECT, assist as a liaison between the Construction Manager (if applicable), the DISTRICT and the Contractor in order to prevent materially adverse disruption to the DISTRICT's operations at or near the PROJECT site.

1.22 OCCUPANCY OF FACILITY

The INSPECTOR shall, in the event that the DISTRICT should occupy the PROJECT or any portion thereof prior to substantial completion of the PROJECT by the Contractor, assist in the development of a punch list agreement between the DISTRICT, the Construction Manager (if applicable), the Architect and the Contractor as to incomplete items and the general conditions of areas to be occupied by the DISTRICT prior to substantial completion of the PROJECT by the Contractor.

1.23 AS-BUILT DRAWINGS

The INSPECTOR shall review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractor, as set forth in the Construction Contract, and determine that such As-Built drawings are updated by the Contractor on a monthly basis prior to processing of Contractor's monthly payment request.

1.24 PUNCH LIST ITEMS

The INSPECTOR shall, after substantial completion or completion of a portion thereof, check each punch list item to ensure that it is corrected in accordance with the Construction Contract, plans and specifications.