

Board of Trustees Regular Meeting (VI.L)

Meeting	August 16, 2022
Agenda Item	Bid Awards (VI.L)
Subject	Bid Awards Bid Award for Life Science and Physical Science Reconstruction Project
College/District	Riverside City College
Funding	Various Resources
Recommended Action	Recommend approving the award of contract for Renovating the Life Science and Physical Science Buildings, Bid No. 45-21/22-3.

Background Narrative:

On July 19, 2022, the District received bids in response to an Invitation for Bid solicitation for the Life Science and Physical Science Renovation project at Riverside City College. The project consists of demolition, new construction addition, balcony railings, markerboards and complete renovation of existing two-story Life Science and Physical Science buildings at Riverside City College.

It is recommended that the Board of Trustees approve the award of the Life Science and Physical Science Reconstruction project at Riverside City College to Solpac Construction dba Soltek Pacific Construction Company, accepting 2 add/alternates, for the total contract amount of \$28,488,000, contingent upon Department of Finance (DOF) approval. References for Solpac Construction dba Soltek Pacific Construction Company were checked by District staff and found to be satisfactory.

Prepared By: Aaron S. Brown, Vice Chancellor, Business and Financial Services
Mehran Mohtasham, Director, Capital Planning
Misty Griffin, Director, Business Services

Lowest Responsive and Responsible Bidders
 Life Science and Physical Science Reconstruction Project at RCC

<u>Contractor</u>	<u>Location</u>	<u>Base Bid</u>	+	<u>Add/Alt #1</u>	+	<u>Add/Alt #2</u>	=	<u>Total Bid</u>
Soltek Pacific Construction Company	San Diego, CA	\$ 27,850,000		\$ 554,000		\$ 84,000		\$ 28,488,000
S.J. Amaroso Construction Co., LLC	Costa Mesa, CA	\$ 28,247,000		\$ 546,000		\$ 35,000		\$ 28,828,000
PCL Construction Services, Inc.	Irvine, CA	\$ 28,446,000		\$ 530,000		\$ 26,000		\$ 29,002,000
Erickson-Hall Construction Company	Escondido, CA	\$ 28,969,000		\$ 720,000		\$ 35,000		\$ 29,724,000
Pinner Construction Co., Inc.	Anaheim, CA	\$ 29,769,000		\$ 652,000		\$ 32,000		\$ 30,453,000

Board of Trustees Regular Meeting (VI.P)

Meeting	August 16, 2022
Agenda Item	Grants, Contracts and Agreements (VI.P)
Subject	Grants, Contracts and Agreements Materials Testing & Special Inspections Services Agreement with Geo Tek, Inc. for the Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project
College/District	Riverside City College
Funding	Riverside City College Measure C Allocation, Riverside City College General Funds and State Capital Outlay Funding Allocation
Recommended Action	Recommend approving the Materials Testing & Special Inspections Services Agreement for the RCC Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project with GeoTek, Inc. for the not to exceed amount of \$211,695.

Background Narrative:

The District issued a Request for Proposal (RFP) on April 01, 2022 to the District's pre-qualified pool for the selection of Inspector of Materials Testing & Special Inspections Services firms for the Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project. The RFP was conducted in two steps: 1) Statement of qualifications review 2) Fee proposal evaluation.

The District received six (6) RFP responses. The committee members, consisting of District office, Riverside City College personnel, and the project's construction manager reviewed and evaluated the proposals.

Based on evaluation of the proposals, qualifications, experience and fee proposal, the committee recommends GeoTek, Inc. to provide inspection of materials testing & special inspections services for Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems in the not to exceed amount of \$211,695, including allowances. The term of the agreement is from August 17, 2022 to project completion.

Prepared By: Rajen Vurdien, Interim President, Riverside City College
Jo Ann Higdon, Interim Vice President, Business Services, Riverside City College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development
Mehran Mohtasham, Director, Capital Planning
Bart Doering, Director, Facilities Development

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this 17th day of August in the year 2022 (“EFFECTIVE DATE”), by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as (the “DISTRICT”), and GeoTek, Inc., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized inspection and/or testing services for the RIVERSIDE CITY COLLEGE LIFE SCIENCE AND PHYSICAL SCIENCE RECONSTRUCTION FOR BUSINESS EDUCATION AND COMPUTER INFORMATION SYSTEMS PROJECT located within the DISTRICT (hereinafter referred to as the “PROJECT”);

WHEREAS, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on school building construction projects and to perform the services required by this AGREEMENT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT’s proposal which shall be attached hereto and incorporated herein as **EXHIBIT “A”** (the CONSULTANT’s “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT's DSA approved Construction Documents, applicable codes and code references. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

2. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by the DSA for the completion of the PROJECT including if available, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA 103 form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

3. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

4. The CONSULTANT shall prepare and submit an Interim Verified Report to the DSA, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the PROJECT, when such sections require special inspections and/or testing prior to the Project

Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- (a) Initial Site Work;
- (b) Foundation;
- (c) Vertical Framing;
- (d) Horizontal Framing;
- (e) Appurtenances;
- (f) Non-Building Site Structures;
- (g) Finish Site Work;
- (h) Other Work; or
- (i) Final.

5. The CONSULTANT shall submit a signed Verified Report to the DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event the DSA requests a Verified Report.

6. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from the DSA or the Architect/Engineer, as applicable, that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The Consultant must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

7. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer and the DISTRICT informed of all special inspections, testing and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall

submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer and the DISTRICT with a copy of such reports. The CONSULTANT shall also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the Project Inspector.

8. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to the DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer and the DISTRICT on the day the original report is submitted to the DSA.

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including

payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings, reports and/or other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event the CONSULTANT is terminated, with or without cause, the CONSULTANT shall personally provide all the original Project Inspection Cards prepared or obtained by the CONSULTANT in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original Project Inspection Cards must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the CONSULTANT's termination. Under no circumstances shall the CONSULTANT withhold any original Project Inspection Cards related to the PROJECT upon the CONSULTANT's termination. The CONSULTANT shall be responsible for any delays on the PROJECT that arise out of the CONSULTANT's failure to provide the original Project Inspection Cards to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the CONSULTANT's termination, the CONSULTANT shall provide copies of all current Project Inspection Cards in the CONSULTANT's Project File to the DISTRICT along with any other DISTRICT PROPERTY as further described in Article IV below.

6. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

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

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

1. The Project Inspection Cards, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days.

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed TWO HUNDRED ELEVEN THOUSAND, SIX HUNDRED NINETY FIVE (\$211,695) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.

b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII

ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article II and EXHIBIT "A" where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII

MISCELLANEOUS

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

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO

THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

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

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall

waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

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

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

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

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED

BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

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

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

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

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

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

14. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

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

CONSULTANT:

GeoTek, Inc.

By: _____

Larry Novasel
Senior Project Manager
1548 North Maple Street
Corona, CA 92878

DISTRICT:

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Aaron S. Brown
Vice Chancellor
Business and Financial Services

EXHIBIT “A”

See attached Proposal as Exhibit “A”
**(for Riverside City College - Life Science and Physical Science Reconstruction for Business Education and
Computer Information Systems Project, GeoTek, Inc. – Special Inspections Agreement)**



GeoTek, Inc.
1548 North Maple Street, Corona, California 92878
(951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

Life Science/Physical Science Reconstruction for Business Education & Computer Information Systems Project
RFP No. 39-21/22-2 - Riverside City College

ESTIMATE

TASK	QTY	RATE	TOTAL	ASSUMPTIONS
SPECIAL INSPECTION AND TESTING SERVICES				
Soils Grading Observations, Sampling and/or Compaction Testing	160 Hours	\$ 105.00	\$ 16,800.00	Includes grading, subgrade, foundations, base, asphalt, and wall/utility trench backfill
Batch Plant Inspection	40 Hours	\$ 100.00	\$ 4,000.00	Concrete/Grout batch plant inspection on large pours
Concrete Placement Sampling (ACI)	80 Hours	\$ 100.00	\$ 8,000.00	to assist IOR with sample fabrication of concrete - includes batch and follow on smaller pours
Masonry Inspection	280 Hours	\$ 100.00	\$ 28,000.00	Includes continuous inspection during placement as noted on plans
Welding/Bolting Inspection - Steel Fabrication Shop	320 Hours	\$ 100.00	\$ 32,000.00	Includes welding and bolting inspections at the steel fabrication shop - based on local fab shop
Welding/Bolting Inspection - Field	400 Hours	\$ 100.00	\$ 40,000.00	Includes welding and bolting inspections in the field
NDE Inspection - UT Testing of Welds	40 Hours	\$ 150.00	\$ 6,000.00	Include UT testign of full pen welds in the field and local fab shop
Coring	8 Hours	\$ 134.00	\$ 1,072.00	Required per DSA Form 103
Ceiling Wire Pull Testing	40 Hours	\$ 134.00	\$ 5,360.00	Required by DSA Form 103
Rebar Fabricator Shop and Masonry Tag and Sample	120 Hours	\$ 100.00	\$ 12,000.00	Required by DSA Form 103
Proof Load/Torque Testing of Post Installed Anchors	120 Hours	\$ 134.00	\$ 16,080.00	Includes both epoxy and wedge anchors
Shear Testing of CMU	3 each	\$ 150.00	\$ 450.00	Required per DSA Form 103
Allowance	1 Each	\$ 15,000.00	\$ 15,000.00	To be used at Owner's Discretion for extended Scope of Work
Sample Pick Up	30 Each	\$ 75.00	\$ 2,250.00	
SUBTOTAL:			\$ 187,012.00	
LABORATORY SERVICES				
Moisture Density Curve (ASTM D1557)	3 Each	\$ 209.00	\$ 627.00	Confirmation of onsite materials plus 1 import
Compression Strength of Concrete Cylinders	80 Each	\$ 32.00	\$ 2,560.00	1 set of 4 every 50 cubic yards
Compression Strength of Mortar Cylinders	36 Each	\$ 32.00	\$ 1,152.00	1 set of 4 for 1st 3 days, then once per week
Compression Strength of Grout Molds	12 Each	\$ 32.00	\$ 384.00	Minimum of 1 set of 4 per placement
Compression Strength of Masonry Prisms - Required per T and I Sheet (f'm 2,000 psi)	3 Each	\$ 118.00	\$ 354.00	1 set of 5 preconstruction and then 1 set of 3 every 5,000 SF
Compressive Strength and Absorption Testing of Masonry Units	3 Each	\$ 118.00	\$ 354.00	Representative samples of masonry units
Compressive Strength Testing of CMU Cores	6 Each	\$ 50.00	\$ 300.00	Required per DSA Form 103
Rebar Bend and Tensile Testing	40 Each	\$ 166.00	\$ 6,640.00	Per Heat Number and Diameter
High Strength A325 Bolt Testing	6 Each	\$ 161.00	\$ 966.00	Per Heat /Lot Number
SUBTOTAL:			\$ 13,337.00	





GeoTek, Inc.
 1548 North Maple Street, Corona, California 92878
 (951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

Life Science/Physical Science Reconstruction for Business Education & Computer Information Systems Project
RFP No. 39-21/22-2 - Riverside City College

ESTIMATE

<i>TASK</i>	<i>QTY</i>	<i>RATE</i>	<i>TOTAL</i>	<i>ASSUMPTIONS</i>
PROFESSIONAL AND ADMINISTRATIVE SERVICES				
Certified Payroll	12 Months	\$100.00	\$1,000.00	based on 12 months of field inspection
Project Manager	40 Hours	\$ 134.00	\$ 5,360.00	Project coordination, general oversight, report review, and project meetings.
Geotechnical Engineer	6 Hours	\$ 171.00	\$ 1,026.00	Soils Field and Lab Report Review and Final Grading Report
Principal/Project Engineer	20 Hours	\$ 198.00	\$ 3,960.00	Lab Report Review and Final Reports
SUBTOTAL: \$			11,346.00	
TOTAL ESTIMATE: \$ 211,695.00				

BASIS OF CHARGES

- | | |
|--|------------------------|
| Work from 0-4 hours | 4-Hour Minimum Billing |
| Work from 4-8 hours | 8-Hour Minimum Billing |
| Work over 8 hours per day, or on Saturdays | Time and One-Half |
| Work over 12 hours per day | Double Time |
| Work on Sundays/Holidays | Double Time |
| Show-Up Time | 2-Hour Minimum Billing |
| Outside Services/Reimbursables | Cost + 15% |
| One hour of Project Manager or Engineering time per week | |

QUANTITY DISCLAIMER:

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein. It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, GeoTek shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. GeoTek typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate GeoTek for said overtime. *Escalation in Prevailing Wage hourly rates will be calculated using the percentage of increase issued by the State of California Director of Industrial Relations.*





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P-0409222-CR FEE SCHEDULE
GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

Prevailing Wage Project

PERSONNEL RATES

Professional and Project Management

Staff Type	Unit Rate	Unit
Principal Engineer/Geologist	\$ 198.00	Hour
Geotechnical Engineer	\$ 171.00	Hour
Project Engineer/Geologist	\$ 144.00	Hour
Staff Engineer/Geologist	\$ 134.00	Hour
Field Engineer/Geologist	\$ 112.00	Hour
Field Supervisor	\$ 105.00	Hour
Project Administration/Drafting	\$ 66.00	Hour

Inspectors and Technicians

Staff Type	Rate	Cost
Lead Inspector	\$ 110.00	Hour
Certified Welding Inspector(AWS/CWI)	\$ 100.00	Hour
Soils Technician	\$ 105.00	Hour
ICC Certified Inspector(RC, PC, RM, SS, FP)	\$ 100.00	Hour
ACI Technician	\$ 100.00	Hour
Proof Load Testing	\$ 134.00	Hour
Floor Flatness Technician	Quote Upon Request	
Ground Penetrating Radar		
One Man Crew	\$ 214.00	Hour
Two Man Crew	\$ 314.00	Hour
Non-Destructive Testing (ASNT)		
Level III Review	\$ 214.00	Hour
Magnetic Particle Testing Level II	\$ 150.00	Hour
Ultrasonic Testing Level II	\$ 150.00	Hour
Radiographic Inspection	Quote Upon Request	
Coring		
Coring Machine Operator with equipment	\$ 134.00	Hour
Helper (Add Per Hour)	\$ 100.00	Hour
Wood Fabrication Inspection	\$ 110.00	Hour
Nailing Inspection	\$ 110.00	Hour
Roofing Inspection	\$ 110.00	Hour
Laboratory Technician	\$ 110.00	Hour
Sample Pick-up Driver (If not done on a per trip basis)	\$ 100.00	Hour

ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATIONS

Description	Unit Rate	Unit
Phase 1 and Phase 2 Reports	Quote Upon Request	
Geotechnical Investigation Report	Quote Upon Request	
Percolation or Infiltration Testing	Quote Upon Request	

LABORATORY TESTS

Soils and Asphalt

Description	Unit Rate	Unit
Asphalt Content by Ignition	\$ 326.00	Each
Burn-Off Method CT 382/ASTM D6307	\$ 321.00	Each
Bitumen Content (extraction), ASTM D2172	\$ 214.00	Each
Bitumen Content CT 310/Cal 382 Ignition Furnace	\$ 161.00	Each
Gradation of Extracted Sample, ASTM C 136/CT 202	\$ 326.00	Each
Maximum Specific Gravity, (Marshall) ASTM D2041	\$ 321.00	Each
Collapse/Swell ASTM D4546	\$ 102.00	Each
Compaction, Modified Proctor ASTM D1557	\$ 209.00	Each
Compaction, Modified Proctor ASTM D698	\$ 209.00	Each
Hveem Maximum Density, CT 304/308	\$ 375.00	Each
Consolidation ASTM D2435, D4546	\$ 241.00	Each
Corrosivity Suite D4972, G57, D4327, D46589M	\$ 214.00	Each
Direct Shear, Consolidated-Drained ASTM D3080	\$ 257.00	Each
Direct Shear, Residual ASTM D6467 Mod	\$ 257.00	Each
Expansion Index Test UBC 29-2/ASTM D4829	\$ 163.00	Each
Liquid Limit, Plastic Limit and P.I. ASTM D4318	\$ 161.00	Each
Particle Size Analysis of Soil #4 to Fines ASTM D422	\$ 305.00	Each
Specific Gravity of Soil, ASTM D854	\$ 184.00	Each

Soils and Asphalt Continued

Description	Unit Rate	Unit
Percent Finer than #200 Sieve ASTM D1140	\$ 128.00	Each
Permeability of Granular Soils ASTM D2434	\$ 214.00	Each
Permeability, Flexible Wall, Cohesive Soil ASTM D5084	\$ 535.00	Each
"R" Value ASTM D2844/CT 301	\$ 353.00	Each
Resistivity of Soil ASTM G57 and pH ASTM D4972	\$ 139.00	Each
Sand Equivalent ASTM D2419/CT 217	\$ 123.00	Each
Sieve Analysis of Extracted Aggregate ASTM D5444	\$ 80.00	Each
Sieve Analysis, 3" to #200 Gradation ASTM C117	\$ 163.00	Each
Sieve Analysis Minus #200 by Wash ASTM D1140/C117	\$ 80.00	Each
Soil Classification, ASTM D 2487	\$ 300.00	Each
Soil Moisture/Density In Situ Sample ASTM D1587/D2937	\$ 32.00	Each
Water Soluble Sulfate	\$ 64.00	Each

Concrete and Aggregate Tests

Description	Unit Rate	Unit
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 80.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 80.00	Each
Trial Batches ASTM C192	\$ 856.00	Each
Durability Index Coarse & Fine Aggregate ASTM D3744	\$ 128.00	Each
Lightweight Concrete Unit Weight ASTM C495	\$ 37.00	Each
Modulus of Elasticity of Concrete ASTM C469	\$ 214.00	Each
Sieve Analysis, Coarse Aggregate ASTM C136/CT 202	\$ 107.00	Each
Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136	\$ 163.00	Each
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 80.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 80.00	Each
Splitting Tensile/Concrete Cylinder ASTM C496	\$ 54.00	Each
L.A. Rattler, ASTM C131 or C535/Cal 211	\$ 321.00	Each
Sulfate Soundness (per sieve), ASTM C88	\$ 578.00	Each
Unit Weight of Aggregates, ASTM C29	\$ 128.00	Each
Cleaness Value, CT 227	\$ 128.00	Each
Moisture Content of Aggregate ASTM C29	\$ 80.00	Each
Concrete		
Shrinkage, set of 3, ASTM C157, CT 530	\$ 428.00	Each
Compression 4x8 Cylinders ASTM C39	\$ 32.00	Each
Compression, 6x12 Cylinders, ASTM C39	\$ 32.00	Each
Compression, 3X6 Cylinders Lightweight ASTM C495	\$ 48.00	Each
Compression, 2X2 Cubes, each age, ASTM C109	\$ 50.00	Each
Concrete Core Compression ASTM C42	\$ 77.00	Each
Splitting Tensile, 6X12 Cylinders, ASTM C496	\$ 80.00	Each
Unit Weight of Concrete Cylinders, ASTM C567	\$ 48.00	Each
Unit Weight of Lightweight ASTM C495	\$ 59.00	Each
Flexural Strength of Concrete, ASTM C78 or C495	\$ 80.00	Each
Shotcrete Panel Core Compression Test, ASTM C42	\$ 118.00	Each
Emission of Moisture through Concrete	\$ 107.00	per test

Masonry Tests

Description	Unit Rate	Unit
Brick Absorption ASTM C67	\$ 27.00	Each
Brick Compression ASTM C67	\$ 54.00	Each
Dimensional Measurement-Masonry Units ASTM C140	\$ 80.00	Each
Masonry Unit Compression Gross Area ASTM C140	\$ 118.00	Each
Masonry Unit Compression Net Area ASTM C140	\$ 91.00	Each
Absorption & Moisture of Block ASTM C140	\$ 27.00	Each
Compression, Grout Prisms, ASTM C39	\$ 32.00	Each
Compression, Mortar Cylinders, ASTM C39	\$ 32.00	Each
Compression, Composite Prisms, ASTM E447	\$ 118.00	Each
Compression, Masonry Core, ASTM C140	\$ 50.00	Each
Shear, Masonry Core, CCR Title 24	\$ 150.00	Each
Epoxy Grout 2x2x2 Cube Compression ASTM C579	\$ 50.00	Each
Masonry Composite Prism Compression ASTM C1314	\$ 171.00	Each
Grout Prism - Compression Test ASTM C1019	\$ 37.00	Each



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P-0409222-CR FEE SCHEDULE
GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES
Prevailing Wage Project

Reinforcing Steel Tests

Description	Unit Rate	Unit
Bend Test of Rebar #11 ASTM A370	\$ 107.00	Each
Bend Test of Rebar #14 ASTM A370	\$ 182.00	Each
Bend Test of Rebar #3 - #10 ASTM A370	\$ 86.00	Each
Tensile #11 Rebar ASTM A370	\$ 86.00	Each
Tensile #14 Rebar ASTM A370	\$ 214.00	Each
Tensile Test #3 - #10 ASTM A370	\$ 80.00	Each

Prestressing Steel Tests

Description	Unit Rate	Unit
Yield Strength, Breaking Strength, Elongation (add \$ 25.00 per test; for Modulus of Elasticity)	\$ 321.00	Each

Structural Steel Tests

Description	Unit Rate	Unit
High Strength Bolts/Nuts/Washer Compliance Test ASTM	\$ 161.00	Each
Mild Steel Not Over 1" Thick		
Tensile Strength, ASTM A370 (test only)	\$ 161.00	Each
Anchor Bolts, A 505	\$ 225.00	Each
Tensile Strength	\$ 214.00	Each
Bolts Proof Load or Ultimate	\$ 134.00	Each
Hardness (Rockwell)	\$ 54.00	Each

Fireproofing Tests

Description	Unit Rate	Unit
Fireproofing Adhesion / Cohesion Test Kit ASTM E736	\$ 65.00	Each
Fireproofing Density Test ASTM E605	\$ 50.00	Each

Miscellaneous

Description	Unit Rate	Unit
Concrete Mix Design Review	\$ 198.00	Hour
Weld Procedure Review	\$ 214.00	Each
QA/QC Plan Written Procedures		Quote Upon Request
Administrative/Clerical Services	\$ 66.00	Hour

BASIS OF CHARGES

Description	Unit Rate	Unit
Work from 0-4 hours		4-Hour Minimum Billing
Work from 4-8 hours		8-Hour Minimum Billing
Project Management as Project Engineer/Geologist		1- Hour Minimum weekly
Work over 8 hours per day, or on Saturdays		Time and One-Half
Work over 12 hours per day		Double Time
Work on Sundays/Holidays		Double Time
Show-Up Time		2-Hour Minimum Billing
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Outside Services/Reimbursables		Cost + 15%
Shipping Charges		Cost + 15%
Parking/Tolls		At Cost
Certified Payroll Compliance		\$110 per month
Deputy Inspectors (If applicable)		
Travel Time (Beyond 100-Mile Radius of Project Site)	\$ 100.00	Hour
Per-diem, Including Lodging (Beyond 100-Mile Radius)		Quote Upon Request

Board of Trustees Regular Meeting (VI.N)

Meeting	August 16, 2022
Agenda Item	Grants, Contracts and Agreements (VI.N)
Subject	Grants, Contracts and Agreements Inspection Services Agreement with Knowland Construction Services for the Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project
College/District	Riverside City College
Funding	Riverside City College Measure C Allocation, Riverside City College General Funds and State Capital Outlay Funding Allocation
Recommended Action	Recommend approving the Inspection Services Agreement for the RCC Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project with Knowland Construction Services for the not to exceed amount of \$278,048.

Background Narrative:

The District issued a Request for Proposal (RFP) on April 01, 2022 to the District's pre-qualified pool of Inspection Services firms to select an inspector of record for the Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems Project. The RFP was conducted in two steps: 1) statement of qualifications review 2) fee proposal evaluation.

The District received four (4) RFP responses. The committee members, consisting of District office, Riverside City College personnel, and the project's construction manager reviewed and evaluated the proposals.

Based on evaluation of the proposals, qualifications, experience and fee proposal, the committee recommends Knowland Construction Services to provide inspector of record services for Riverside City College Life Science & Physical Science Reconstruction for Business Education & Computer Information Systems in the not to exceed amount of \$278,048, including allowances. The term of the agreement is from August 17, 2022 to project completion.

Prepared By: Rajen Vurdien, Interim President, Riverside City College
Jo Ann Higdon, Interim Vice President, Business Services, Riverside City College
Aaron S. Brown, Vice Chancellor, Business and Financial Services
Hussain Agah, Associate Vice Chancellor, Facilities Planning and Development
Mehran Mohtasham, Director, Capital Planning
Bart Doering, Director, Facilities Development

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this 17th day of August, 2022, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and KNOWLAND CONSTRUCTION SERVICES (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

- (b) **Relations with Architect and Engineer.** The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in

the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

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

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of

construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

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

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

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

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

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

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

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted

electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

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

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

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

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

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

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

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

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

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

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

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

(e) Testing and Special Inspections.

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

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

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

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

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

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special

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

- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
 - (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.
 - (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
 - (xiii) Times of day INSPECTOR was present on site.

- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
 - (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

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

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

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

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

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (1) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the DISTRICT's board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

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

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

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of TWO HUNDRED FIFTY EIGHT THOUSAND, FORTY EIGHT DOLLARS (\$258,048), for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of RIVERSIDE CITY COLLEGE LIFE SCIENCE AND PHYSICAL SCIENCE RECONSTRUCTION PROJECT (hereinafter referred to as the "PROJECT(S)").

(G) Termination. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the

assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.

- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

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

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.

- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to DISTRICT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

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

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

(L) This AGREEMENT shall be governed by the laws of the State of California.

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

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER

BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

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

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

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

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

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

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

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

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

KNOWLAND CONSTRUCTION
SERVICES
33 Narcissa Drive
Rancho Palos Verdes, CA 90275

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Chris Knowland
President

By: _____
Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

EXHIBIT “A”

See attached Proposal as Exhibit “A”
(for Life Science and Physical Science Reconstruction for Business Education and Computer Information
Systems Project Knowland Construction Services – Inspection Services Agreement)

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Riverside Community College District**

INSPECTORS: **Ralph Rocha / Greg Hankins / Jack Dunne / Kevin Lastrapes/ Carlos Madrid (or other approved IOR/PE, as required)**

PROJECT: **Riverside City College Life Science & Physical Science Reconstruction for Business Education and Computer Information Systems Project**

DURATION: **(16) months; 2,464 hrs. total (August 29, 2022; January 2, 2024)**

RATE: **Sr. DSA Class 1 IOR Rate: \$96.00/hr**

TOTAL ESTIMATE: **Added Contingency Allowance: \$20,000.00**
Total Estimate: \$278,048.00 (See Exhibit A)
**Hourly Rate increase of \$3 at the start of every January of the construction/ contract period*

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.

4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Chaffey Community College District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. Fee schedule shall escalate \$3/hr. each January after the contract is approved. If less than 10 hours are billed per week, a 2-hour administrative fee will be charged to cover insurance and other overhead costs. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.

9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Christopher Knowland
Christopher Knowland – KCS
Knowland Construction Services

Agent – Chaffey Community College District

KCS EXHIBIT A: RCCD RCC LF/PS RECONSTRUCTION PROJECT

		CONSTRUCTION																TOTAL ESTIMATE			
		2022				2023															
PROJECT	Position: DSA Class 1	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	Total Hours	Hourly Rate	Total Cost	
RCC LS/PS Reconstruction Project	Ralph Rocha / Greg Hankins / Jack Dunne / Carlos Madrid or OTHER IOR	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2688	\$ 96.00	\$ 258,048.00
Contingency Allowance (for any extended scope of work)																		-	-	\$20,000.00	
																		Estimated Total		\$ 278,048.00	
CONSTRUCTION DURATION	AUG 29, 2022 - JANUARY 2, 2024 (16 MONTHS)																				
ASSUMPTIONS	Assumed monthly duration = 168 HOURS PER MONTH FOR 16 MONTHS. Holidays have ben excluded from hours per month. KCS inspectors will only bill for hours spent on project. Proposal assumes an 8 hour workday duration for each day of the project.																				
	Knowland Construction Services is flexible on all components of the hourly rates, minimum hourly increments, fixed fee arrangements and mutually beneficial rate structures and staff arrangements (including the use of Project Engineers for assistance with inspection/project management). Cost escalation of 5% of the DSA IOR Rate will be in effect each January of the contract period. Knowland also maintains \$4 million General Liability, \$2 million Professional Liability from Cornerstone Specialty Insurance Services (Acord) and all other insurances as required. KCS maintains a \$1 million workers compensation policy from State Fund, \$2 million sexual molestation insurance, and commercial auto form Mercury Casualty Company.																				