

**ANTELOPE VALLEY UNION HIGH
SCHOOL DISTRICT**

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
DSA INSPECTION SERVICES FOR
DISTRICT NEW CONSTRUCTION
AND/OR MODERNIZATION PROJECTS**

Dated: 8/9/2023

Due: 8/23/23, 2:00 PM at

**Antelope Valley Union High School District
176 Holston Drive
Lancaster, Ca 93535
Attn: Scott Fish
www.avdistrict.org**

REQUEST FOR QUALIFICATIONS

I. INTRODUCTION

The intent of this RFQ is to obtain statements of qualifications (“Proposals”) that will enable the Antelope Valley Union High School District (“District”) to select an Inspector or Inspectors who will provide the DSA Project Inspection Services that the District will require in connection with the construction of District New Construction and/or Modernization Projects (“Projects”). The Projects are subject to the approval of the District’s governing board.

In connection with the above Projects, the District is soliciting written Proposals from individuals and firms desiring to provide DSA Inspection Services as requested by the District. Interested individuals or firms are requested to submit written Statements of Qualifications and their proposed pricing structure to the District in response to this RFQ. All services requested will be under the supervision of the District’s Facilities Maintenance and Operations Director and Project Manager.

Included in this package is a proposed Master Inspector Services Agreement. Should you be selected to perform any inspection services for the District, you will be required to execute the attached DSA Inspector Services Agreement. The District reserves the right to select more than one firm to be placed in a pool of qualified Inspectors to work on District projects on an as-needed basis.

II. PROPOSED SUBMISSION AND SCHEDULE OF EVENTS

EVENT	DATE
Distribution/Advertisement of RFQ	8/9/23 & 8/16/23
Proposal Due Date	8/23/23 @ 2PM
Assessment of submission packet	8/24/23
Interviews	To be determined
Board Meeting to Award Agreement*	9/14/23
Note: *Dates are preliminary and subject to revision by the District.	

Each Firm or individual is requested to submit one original and (3) three copies of the Proposal to the District on or before the Proposal Due Date. Each packet must be clearly identified by firm name, and clearly identified as a Proposal in response to the District’s “**REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR DSA INSPECTOR SERVICES**”.

Direct Proposals to:

Antelope Valley Union High School District
Maintenance & Operations
Attention: Scott Fish, Director of Maintenance and Operations
176 Holston Dr., Lancaster, CA 93535

The RFQ submittal shall be submitted on 8 ½” x 11” papers, single sided, with a font no less than 11 pitch. Maximum pages allowed will be twenty (20) excluding the Fee Schedule. Submittals are to be submitted in sealed packages.

An individual or individuals authorized to execute legal documents on behalf of the consultant shall sign the Proposal on the last page of the document. Failure to provide the information requested in this RFQ, or the inclusion of any conditional limitations, or misrepresentations, may adversely affect the evaluation of your submittal, or be cause for consideration as non-responsive to the RFQ.

Once the District receives the responses to the RFQ, the submittals will remain valid and may not be withdrawn for a period of ninety (90) days.

The District may modify this RFQ, its scope, any of its key action dates, or any of its attachments or exhibits, prior to the date for submission of proposals. Any such addenda will be published on the District’s website.

III. QUESTIONS/CLARIFICATIONS

Questions or clarifications during the RFQ preparation period should be directed to Vicki Pulsifer, email: vicki.pulsifer@wjusd.org.

IV. SCOPE OF WORK

The purpose of this RFQ is to provide the District with a source to provide all required DSA Inspection Services for the District’s Projects identified herein.

Principal items of work shall include, but are not limited to, the following:

- a. Perform all functions and responsibilities of a Division of the State Architect (“DSA”) Inspector of Record;
- b. The responding individual or firm shall provide inspection services in strict accordance with applicable Sections of Title 24 of California Code of Regulations and including, but not limited to, Sections 4-333 and 4-342; DSA IR A-8; Education Code section 17309 and 17311; and strictly adhering to current and developing DSA Guidelines, formatting and forms. The District will seek the highest qualified DSA Project Inspector;
- c. Respond promptly to requests by the District or its designated representative to provide input on estimates of completion for line items relative to Contractor pay invoices;

d. Participate in pre-construction meetings and site visits; participate in regular job site construction progress meetings with the District, Project Architect, Construction Manager, Contractor, consultants, and key subcontractors;

e. Monitor daily construction progress in relation to the Contractor's adherence to schedules and assure that construction is performed properly, and provide continual quality assurance according to District standards;

f. Provide personal and continuous inspection of the Work of construction in all stages of its progress in order to verify that the requirements of the DSA approved plans and specifications are being completely and properly executed;

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

h. Provide to the District a weekly report itemizing deficiencies in the Work, provide a synopsis of the Work schedule including itemizing changes in the Work;

i. Conduct daily site inspections during construction and inform the Contractor, Project Architect and District of all non-conforming Work and the steps required to correct the same by the Contractor; and/or

j. Create and issue construction deficiency lists and participate in the development of the project punch list.

V. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

In order to be considered for selection as the Project Inspector, the respondent entities and individuals shall submit the following items in the District's specified format.

1. Cover Letter (Exhibit "A")

The Proposal must contain a cover letter and introduction, as Exhibit A, including the Responding Firm or Inspector's name, address, and the name, telephone numbers, and e-mail address of the person or persons authorized to represent the firm regarding all matters related to the proposal and who will be available, knowledgeable, and regularly attentive to the District and who will be the primary point of contact. The proposal shall identify the Inspector(s) that will be assigned to the District's project along with their credentials and experience. The Responding Firm will not be allowed to change any designated Inspectors without prior written approval from the District. The Cover Letter shall include the following information:

a. Describe in detail Responding Firm or Inspector's understanding of the requested services and how the Responding Firm or Inspector proposes to service the District.

b. What differentiates the Responding Firm or Inspector from other providers?

c. The Responding Firm's or Inspector's letter must also contain the following statement:

"I/We have read the District's Request for Qualifications and Proposal (RFQ) for DSA Inspector and fully understand its intent. I/We certify that I/we have adequate personnel, equipment, and facilities to provide the District's requested services that I/we have indicated I/we can provide. I/We understand that our ability to meet the criteria outlined in the RFQ shall be judged solely by the District. In addition, I/we certify that I/we have thoroughly examined the RFQ requirements and our proposed fees cover all the services that I/we have indicated I/we can meet, and I/we acknowledge and accept all terms and conditions in this RFQ".

A person authorized to bind the Responding Firm to all commitments made in the Proposal shall sign the letter, which should be no longer than three single-sided pages.

2. New DSA Project Inspection Card Process (Exhibit "B")

The Proposal shall contain a detailed explanation of how the Responding Firm or Inspector will implement and address the new DSA Project Inspection Card Process and the DSA 152 Form. Such discussion shall include, without limitation, the following:

- a. Overall understanding of the Inspection Card Process and how the Responding Firm or Inspector intends to implement the new requirements.
- b. How the Responding Firm or Inspector intends to implement the construction oversight process procedures set forth in DSA PR-13-01.
- c. How the Responding Firm or Inspector intends to timely respond to inspection requests from contractors.
- d. What process and procedures the Responding Firm will have in place to minimize delays if one Section of the DSA 152 Form is not completed for inspection and will impact work on subsequent Sections of the DSA 152 Form.
- e. How the Responding Firm or Inspector will handle deviations by contractors to minimize delays.
- f. What action the Responding Firm or Inspector will take if a Stop Work Order is issued.
- g. How the Responding Firm or Inspector will coordinate its services with the contractors, architect, project/construction manager (if applicable), special inspectors, and testing laboratories.

3. Consultant Company History (Exhibit “C”)

Each Responding Firm or Inspector submitting a Proposal in response to this RFQ shall detail the following information in Exhibit C:

- a. Number of Years in business;
- b. Number of Dedicated Inspectors with their DSA Classification Numbers for the company (company-wide); and
- c. Number of Dedicated Inspectors located in Los Angeles County.

4. Provide Resumes of Project Inspectors (Exhibit “D”)

a. Provide resumes (limited to two (2) single sided pages), DSA Form 5 PI’s and 6 PI’s of comparable projects, and written evidence of DSA classification certification for each proposed DSA Inspector. These resumes must represent projects over the last five (5) years. Please also indicate number of years with the firm either as a contractor or employee and which of the projects have been with the Responding Firm.

b. Please provide reference letters, as available, for each proposed Inspector. The reference letters shall be from the project architects and the school district representatives for the past projects listed by the Responding Firm or Inspector in the Proposal. These letters will not count as part of the two (2) page resume submission, but should be attached to the relative resume.

5. Project Information & References (Responding Firm or Inspector) (Exhibit “E”)

Please provide information about the projects detailed in Exhibit D above, in the following format, for school districts where the Responding Firm or Inspector provided DSA Project Inspection Services within the past five (5) years.

<u>Years</u>	<u>School District</u>	<u>District Contact, Title</u>	<u>Project Value</u>	<u>Inspector</u>
2013-14	XYZ District	Smith, James Dir. of Facilities	\$XX Million	Doe, John

6. Litigation History (Exhibit “F”)

Provide specific information on any termination for default, termination for convenience, claims filed by or against the Responding Firm or Inspector in connection with any public school district project, litigation settled or judgments entered within the last five (5) years related to your firm, joint venture partners, or sub-consultants. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

7. Insurance Certification Requirements (Exhibit “G”)

The District requires the following insurance limits:

- a. General Liability – \$1,000,000
- b. Automobile Insurance-Policy limits \$1,000,000 with the District as an additional insured
- c. Workers Compensation - California State Minimum Requirements
- d. Professional Liability - Policy Limits \$1,000,000.00 per incident, \$2,000,000 Aggregate

Please detail the insurance limits maintained by the Responding Firm or Inspector.

In addition, include any other information and comments that you feel is pertinent but not specifically asked for herein. Provide a signature page executed by an authorized person of the firm or individual which states that the information provided will be valid for a period of at least six (6) months.

VI. FEE SCHEDULE PROPOSAL

The District’s selection will be based on the Responding Firm or Inspector’s qualifications and competitiveness. To facilitate the District’s selection process, each Responding Firm or Inspector shall submit the proposed Fee Schedule that would be applicable to the District on the above-referenced Projects. The Fee Schedule in both hourly and flat monthly rate basis must be provided for all proposed Project Inspectors fees, and must include a description and definition of the billing rates as it applies to all working times.

THE PRICING SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED PACKET.

VII. EVALUATION OF SUBMITTALS

The District will develop a short list of firms that are most qualified and responsive to this RFQ and from that listing request firm service. The District will identify the most qualified firms or individuals based on the following criteria:

- a. Overall responsiveness of the RFQ
- b. Evaluation of Approach to Performing Services – Including Oral Interview if requested by the District
- c. Past performance of the Inspector on relevant similar work for other school districts, and satisfaction regarding prior projects
- d. Litigation History

e. Proposed Fees

Proposals should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. Any proposal received after the deadline of Proposal Due Date specified herein, will not be considered or reviewed.

The emphasis of your proposal should be on completeness and clarity of content. Proposals may be rejected if not prepared in the format described above, or if submitted without all required information and signatures. Additional facts and information may be included if it will help to highlight your firm's qualifications and experience. The District will not be responsible for any errors or omissions on the part of the Responding Firm or Inspector in the preparation of the submittal.

The District reserves the right to select the most responsive Proposer(s) without further discussion, negotiation, or prior notice. By issuing this RFQ, District assumes no obligation, explicit or implied, to make an award to any Proposer.

VIII. DISCLOSURE OF PROPOSAL

Upon submission to District, proposals and other documents responding to this Request for Proposals become the exclusive property of District, are deemed matters of public record and shall be thereupon considered public records, except for information contained in such proposals or other documents submitted with the proposals deemed to be "Trade Secrets" (as defined in California Civil Code §3426.1), "Confidential" or "Proprietary." A proposer who indiscriminately marks all or most of its proposal or other documents submitted with its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential", "Proprietary" or otherwise, may render the proposal non-responsive and it may be rejected. At such time as proposals and other documents are deemed matters of public record, pursuant to the above, any party shall be afforded access thereto for inspection and/or copying, by request made to District in conformity with the California Public Records Act, California Government Code §§6250, *et. seq.*

If District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a proposal or documents submitted with a proposal deemed exempt from disclosure hereunder, the proposer submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District and its Board of Education, employees, officers and agents, in any action or proceeding from and against any liability, including without limitation attorneys' fees and costs arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials. The District's sole involvement in any such action shall be that of a stakeholder, retaining the requested records/documents/materials until otherwise ordered by a court of competent jurisdiction to disclose or to keep such records/documents/materials confidential. Failure of any proposer to indemnify and defend the District upon request shall be deemed the proposer's consent to the disclosure of the requested records/documents/materials and the District shall thereafter immediately release and disclose the requested records/documents/materials to the requesting party.

IX. FINGERPRINTING REQUIREMENT

The Responding Firm or Inspector shall obtain a criminal history clearance in conformance with California Education Code Section 45122.1 through the California Department of Justice fingerprint program. The firm shall not permit any employee or any subcontractor's employee to perform services at a school campus until the California Department of Justice has determined that the employee has not been convicted nor has criminal charges pending of a felony offence as defined in the Education Code section 45122.1

X. HOURS OF WORK

The work at school sites shall be coordinated with the District. The District shall establish actual start dates and completion dates. The District must authorize any "premium" (overtime) work. Evening and week end work may be necessary.

XI. INSURANCE REQUIREMENT

Requirements outlined in the DSA Inspector Services Agreement and as set forth in this package.

XII. DISTRICT RIGHT TO REJECT

The District reserves the right to accept or reject any and all submittals, or any portion or combination thereof, to contract with whomever and in whatever manner the District decides, to abandon the RFQ entirely, to make a selection on the basis of the total submittal, and to waive any informality or non-substantive irregularity, as the interests of the District may require.

The Responding Firm or Inspector's information package, and any other supporting materials submitted to the District in response to this Request for Proposals will not be returned and will become the property of the District. This document does not commit the District to select any Responding Firm or Inspector.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFQ and makes no representation that a firm or inspector will be selected. Furthermore, District reserves the right to add additional firms for consideration after receipt of this RFQ if it is found to be in the best interest of the District.

XIII. PROPOSAL EXCEPTIONS

All exceptions, which are taken in response to this Proposal, must be stated clearly in each Proposal. All exceptions to the Form of Agreement contained in this RFQ must be specified in the Proposal. The taking of Proposal exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the Superintendent whose decisions shall be final. Any Proposal exceptions or additional conditions requested after Proposal closure, which are not detailed within the Proposal response, may result in disqualification of the bid. No oral or telegraphic modification of any

Proposal submitted will be considered and a confirmation of the telegram duly signed by the Proposer was placed in the mail prior to the opening of the Proposals.

XIV. ATTACHMENTS TO THIS PROPOSAL

Attachment "A" – FORM OF AGREEMENT, DSA INSPECTOR SERVICES AGREEMENT

ATTACHMENT “A”

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR

DSA Inspection Services for District new construction and/or
Modernization projects for the
ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

The Antelope Valley Union High School District is seeking responses to its “Request for Qualifications” to select a qualified firm(s) to provide DSA Inspection services. The full text of the RFQ is available on the district website at www.avdistrict.org. Firms are responsible for checking the website periodically for any updates or revisions to the RFQ. Responses to the RFQ must be received at AVUHSD, Attn: Scott Fish, 176 Holston Dr., Lancaster, ca 93535, no later than 2:00PM on August 23, 2023. The AVUHSD is an Equal Opportunity Employer.

ATTACHMENT "B"

FORM OF AGREEMENT

DSA INSPECTOR SERVICES AGREEMENT

(ATTACHED)

AGREEMENT FOR CONSTRUCTION CONTRACT INSPECTION SERVICES

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective _____, 2023 by and between the Antelope Valley Union School District (“District”) and _____ (“Inspector”), with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of a _____ project (“the Project”), which requires ongoing inspection.

B. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as an Inspector of Record (Project Inspector) and has or can obtain the approval of the California Division of the State Architect (“DSA”) to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.

C. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. **Inspection Services.** Inspector agrees to provide the services described in this Agreement in a professional and competent manner and in accordance with the terms of this Agreement.

2. **Term of Agreement and Payment.** The term of this Agreement shall be _____. Payment of Inspector shall be as set forth in *Exhibit A* for services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the _____ on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the _____. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws.

3. **DSA Approval.** Inspector acknowledges that District is required to obtain the approval of DSA prior to using Inspector’s services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.

4. **Duties and Conduct of the Inspector.** The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project (“Contractor”) are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project (“the Contract Documents”). The Inspector shall keep the Contractor informed during the work of the results of

Inspector's inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties.

a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.

b. Observe, check and measure items used in the Project for compliance with the Contract Documents and technical instructions from the Architect.

c. Maintain a daily report/log describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the Contractor's activities each day.

d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to _____ and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Inspector shall maintain a daily log of inspection by testing lab.

e. Make sure that the required record drawings are accurately marked up as required.

f. Report to the _____ and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Assist the _____ and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District and as defined in the California Education Code, California Building Code, Title 24, and the California Code of Regulations, Title 21.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

j. Maintain an effective working relationship with the Contractor, District personnel and Architect.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the _____ anticipated

schedules and work involved prior to the commencement of a new trade on the job.

- n. Attempt to foresee the need for all required tests and inspections.
- o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.
- r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- s. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- t. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition.
- u. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.
- v. Upon District's request, comply with any fingerprinting or related requirement.
- w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents before signing off any block or section of a DSA inspection card, (c) notifying DSA when work proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.
- x. Inspector shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Inspector's performance of or failure to perform its duties under this Agreement.

5. **Restrictions on the Inspector's Authority.** In the performance of the duties required by this

Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the Contractor's field superintendent;
- d. Expedite the job for the Contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;
- h. Interfere in Contractor/Subcontractor relationships.

6. **Independent Contractor Status.** Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, all contractors, and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Inspector which does not otherwise exist.

7. **Indemnity.** Inspector shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Inspector's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

8. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the appropriate State and Federal tax authorities as required.

9. **Insurance.** The Inspector shall purchase and maintain insurance that will protect the Inspector from the claims set forth below that may arise out of or result from the Inspector's performance of services or failure to perform services required by this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person;
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:

\$ _____ Each Occurrence

\$ _____ Aggregate

Property Damage:

\$ _____ Each Occurrence

\$ _____ Aggregate

Comprehensive Automobile Liability

Bodily Injury:
\$ _____ Each Person
\$ _____ Each Occurrence

Property Damage:
\$ _____ Each Occurrence

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least _____ (\$ _____) with a deductible in an amount not to exceed the sum of _____ Dollars (\$ _____).

10. Termination of Agreement.

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.

b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform its duties or for any material breach under this Agreement.

c. In the event of termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

11. Successors and Assigns. The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector shall assign or transfer any interest in this Agreement without the written consent of the other.

12. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Inspector: _____

District: Antelope Valley Union High School District
Attn: _____,

_____ California _____

13. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of _____, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

14. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

15. **Amendment.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

16. **Compliance with Law.** While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations.

17. **Requests.** Inspector agrees to timely and properly complete all reports requested by the _____ or the Architect or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

18. **Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

19. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

20. **Work Records.** All documents, daily logs, and any other written work product generated by Inspector shall be deemed to be the sole and exclusive property of District.

21. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Inspector and the District and their respective successors and assigns.

INSPECTOR:

By: _____

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT:

By: _____

EXHIBIT A

Payments

For services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated as follows: