

AGREEMENT FOR INSPECTION SERVICES

This Agreement is made and entered into this 3rd day of November, 2016, by and between the Davis Joint Unified School District "Owner" and Matthew C. Fabian "Consultant" to provide DSA Project Inspection Services for the Davis Joint Unified School District as described below:

OWNER hereby hires Matthew C. Fabian (dba MCF Construction Services) to perform inspection services for the Davis High School's All Student Center Project as assigned. Services shall include, but are not limited to:

- A. In accordance with California Code of Regulations, Title 24 Part 1, Section 4-333, 4-336 and 4-342, provide DSA Inspection services of the work in progress for compliance with approved plans and specifications, applicable building codes, regulations, and ordinances.
- B. Filing written reports as required by the Division of the State Architect.
- C. Certifications of work completed and in progress, by the contractor, including materials and equipment, on or off site, for pay request verification purposes.
- D. Coordination for all required lab tests, and execution of certain work necessary to ensure completion of such lab tests.
- E. Keep owner informed at all times regarding quality of work, project schedule, and coordination of consultants.

By signature to this document Inspector acknowledges that he is competently versed in construction projects of a similar nature, is DSA approved for inspections, and has provided construction inspection of same on a continuous basis for a period of not less than five previous, consecutive years. Inspector also acknowledges that he is competent in reading blueprints, plans, specifications, and typical construction related documents and is familiar with applicable laws, codes and regulations required to properly execute the inspection of said projects.

INSPECTION SERVICES

Inspector shall represent the District on the job site as the Project Inspector to ensure that the project is constructed in conformance with the various Contract Documents and all applicable codes and special requirements stipulated by the Office of the State Architect. Inspector shall not authorize any changes in the work, nor shall he direct the activities of the Contractors. Inspector, however, shall have the authority to inform the Contractor of any conflicts and/or inconsistencies with the plans, drawings, and specifications; to reject defective materials and to suspend any work, which is being

improperly done, subject to the ultimate decision of the Architect and District. Inspector's primary role will be to monitor and document construction activities.

Continuous inspection shall include full time presence of the Inspector as per industry standards for typical work such as concrete, paving, built-up roofing, structural construction operations, excavations, etc., and at any additional times as required by the Architect and/or District.

Inspector shall maintain and update contract documents completely including posting of addenda, changes, clarifications and as-built conditions and upon the successful completion of project, shall transmit same to the District.

The Inspector shall promptly notify the Architect & Owner in writing, of any deviations, from the approved plans and specifications or any attempted substitutions as to required materials and/or workmanship in any portion of the work, which are not immediately corrected by the Contractor when brought to his attention.

It is the intent of the parties hereto that the Inspector is hired as an independent contractor and not as an employee of the District. Nothing in this contract shall be construed to mean the District retains any control over the manner and means of how the Inspector improves his/her duties and responsibilities under this contract, but only as to the results of the work.

REPORTS

Inspector shall complete and transmit to the Architect and District a Daily Field Report in a format approved by the District.

Inspector shall provide to the District and DSA any reports as required in a timely and professional manner.

INSPECTION HOURS

Inspector acknowledges that to the best of his ability he will arrange to perform required inspections during the time that the actual work is being installed which may include hours after school classes normally convene and will include work performed during weekends.

COMPENSATION

Inspector shall be compensated at a consultant rate not to exceed \$ 156,000 billed at a Lump Sum rate of \$12,000/Month as recorded in the Inspector's Daily Field Reports. The daily report referred to herein shall include a log of time spent by the inspector in the performance of his/her duties under this contract. It is understood that no deductions will be made from payments to the Inspector on account of withholding for income tax, social security, health insurance, retirement, or any other benefits

applicable to employees of District, nor shall Inspector be entitled to any payment for any expenses unless expressly provided in this contract or previously obtained written approval by the District.

The Inspector shall submit a monthly itemized statement to the District on the 30th calendar day of each month. Payment will be due by the 15th calendar day of the following month. The itemized statement shall reflect the hours spent per workday by the Inspector in performing his/her duties under this contract. Inspector shall provide his own vehicle and any related travel expenses shall be included in the hourly/monthly fee agreed by the District. No other extra costs shall be allowed unless it has been pre-authorized in advanced.

TERM OF AGREEMENT

This agreement shall be binding for the period of construction of the project which shall terminate when (1) the Notice of Completion is filed with the County Recorder, or, (2) the Contractor has completed all of the requirements of the contract documents, whichever occurs first.

FINGERPRINTING REQUIREMENTS

Inspector is required to comply with Education Code section 45125.2. The Inspector must not have been convicted of a violent or serious felony in accordance with Education Code section 45125.2. Inspector will not work around students until such time as the California Department of Justice has cleared the Inspector. Inspector shall certify, on demand of the District that he has complied with Section 45125.2.

TERMINATION

This Agreement may be terminated at any time by either party upon (7) days written notice to the other party.

INDEMNIFICATION

Inspector shall indemnify and hold harmless District, its officers, agents, and employees, from and against any claims, liability, cause of action, damages, and expenses, including attorneys' fees and costs, arising out of or related to Inspector's performance under this contract.

The parties have executed this contract at Davis, Yolo County, California.

Date: _____

By: _____

Title: Associate Superintendent of Business

Date: _____

By: _____

Title: Inspector