

**AGREEMENT TO PROVIDE  
DSA PROJECT INSPECTION SERVICES  
between  
COLUSA UNIFIED SCHOOL DISTRICT  
and  
BIG DOG INSPECTIONS, INC.**

This Agreement is made and entered into on the first day of April 2016 between COLUSA UNIFIED SCHOOL DISTRICT (OWNER) and BIG DOG INSPECTIONS (CONSULTANT) to provide any and all construction inspections as required by the Uniform Building Code (UBC) and the California Code of Regulations administered by the Division of the State Architect (DSA) and quality control inspections as directed by the Architect of Record (AOR) for the OWNER From May 1, 2016 through August 31, 2016

**1. SCOPE OF WORK**

- A. CONSULTANT shall provide required DSA Construction Inspection Services as defined in the Uniform Building Code (CBC) and California Code of Regulations, Title 24 Part 1, Sections 4-333, 4-336 and 4-343. CONSULTANT shall provide inspections of the work in progress for compliance with DSA approved plans and specifications, applicable building codes, regulations, AOR quality control and local ordinances.
- B. CONSULTANT shall provide the submission and maintenance of written reports and all other documents as required by the DSA. CONSULTANT shall maintain a complete file of submittals and transmit same to the OWNER at the completion of each project, upon certification.
- C. CONSULTANT shall provide continuous certification of work completed and in progress, by the contractor, including materials and equipment, on or off site, for pay application verification purposes and as required by DSA.
- D. CONSULTANT will provide inspections in a timely manner as to not delay the construction process with exceptions to variables out of CONSULTANTS control such as: testing laboratory delays, severe weather, et cetera. CONSULTANT shall notify OWNER of any deviation of project schedule, or any other issues effecting the master project schedule.
- E. CONSULTANT shall provide coordination and scheduling of all required laboratory tests, special inspections and assist the OWNER in the execution and compliance of DSA Form 103 to ensure conformance with DSA approved plans and specifications.

- F. CONSULTANT shall provide and maintain daily reports, records and logs, including any direction given to the contractor from the AOR, CONSULTANT shall provide OWNER with project status reports, outstanding deficiencies and any DSA Notice to Contractors issued.
- G. CONSULTANT shall not authorize any changes in the work, nor shall he direct the activities of the contractor. CONSULTANT 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 approval and under the direction of the AOR.
- H. CONSULTANT shall provide continuous inspection as defined by DSA and per industry standards for typical work such as concrete, paving, built-up roofing, structural construction operations, excavations et cetera and at additional times, as directed by the AOR.
- I. CONSULTANT shall maintain and update contract documents completely including posting of addenda, changes, clarifications and as-built conditions and upon the completion of project, shall transmit same to the OWNER.

## **2. INSURANCE AND TAXES**

CONSULTANT shall be an independent contractor and not an agent or employee of OWNER under this contract. CONSULTANT shall be responsible for any damage, loss or other claim arising out of the performance of its services under this contract. Prior to commencement of services and during the life of this contract, CONSULTANT shall provide the OWNER with a current certificate of policy evidencing its professional general liability insurance coverage in a sum not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence, and such certificate or policy shall name the OWNER as an additional insured.

## **3. COMPENSATION**

CONSULTANT shall be compensated at an hourly rate of \$85.00 per hour, not to exceed the amount set forth for each project per Attachment "A" including overtime and one hour of drive time to Colusa per day of work. When Contractor generated overtime necessitates, overtime will be charged at \$127.50 per hour for weekdays in excess of eight hours per day and for work performed on Saturdays. Sundays and Holidays will be charged at \$170.00 per hour. CONSULTANT shall submit an invoice on the 20th of each month. Payment will be made within 30 days of invoice approval.

**4. EDUCATION CODE COMPLIANCE**

CONSULTANT shall comply with Education Code Section 45125.2. CONSULTANT must not have been convicted of a violent or serious felony in accordance with Education Code Section 45125.2. CONSULTANT shall not work in the general vicinity of students, unless OWNER approved barriers are provided or until clearance is obtained by the California Department of Justice to the satisfaction of OWNER.

**5. NON ASSIGNABILITY**

This agreement and the rights and duties therein shall not be assigned in whole or part without the expressed written consent of the OWNER and CONSULTANT.

**6. HOLD HARMLESS AND INDEMNIFICATION**

CONSULTANT shall indemnify and hold harmless OWNER, 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 CONSULTANT'S performance under this contract.

**7. TERMINATION**

This Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party. Such notice shall be personally served or delivered by United States Postal Service. In the event of cancellation, CONSULTANT shall be paid for all work performed to the date of cancellation.

The parties have executed this contract at Colusa, Colusa County, California.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Colusa Unified School District  
Dwayne Newman, Superintendent

Date: \_\_\_\_\_ By: \_\_\_\_\_

Big Dog Inspections Inc.  
Kipp Gagosian, President

Agreement to Provide  
DSA Project Inspection Services for Colusa Unified School District  
Big Dog Inspections

## **Attachment A**

Contract Breakdowns:

Egling Middle School Relocatable Classrooms and Harcourt Paving Project - Project Inspector Contract for Big Dog Inspections, in the amount of **\$10,000**.

Burchfield PS Restroom Upgrades, Harcourt Paving, Relocatable Classroom Project - Project Inspector Contract for Big Dog Inspections, in the amount of **\$10,000**.

Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project - Project Inspector Contract for Big Dog Inspections, in the amount of **\$10,000**.

Fire Alarm Replacement Projects for Egling Middle School, Burchfield PS and Colusa High School - Project Inspector Contract for Big Dog Inspections, in the amount of **\$25,000**.