

## MWC & Associates

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DSA Certification Class 1 #5269

March 6<sup>th</sup>. 2020

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### Proposal To Provide Inspection Services

We hereby propose to provide inspection services for the Woodside Elementary School Mechanical (HVAC) Replacement project, ( DSA Application No. 01-118486).

Our services shall include all Title 24, California Code of Regulations mandated duties of the inspector of record, and the requirements of Mt. Diablo USD, for the entire duration of the project.. and to fulfill duties stated in the Mt. Diablo USD standard Exhibit A for project inspector of record, as herein attached below.

Base on \$100 per hour, at 4 hours minimum charge per trip plus office hours for filling reports and review construction documents and correspondances, communications with the project team, for the estimated duration of 19 weeks (05-28-2020 to 09-11-2020) as stated in the Project Schedule Bid 1860.

For a lump sum amount of \$12,000.00.

Billing will be on monthly basis, according progress of the project.

Thank you very much for the opportunity to bid on this project.

Respectfully Submitted



Man Wah Cheng/Principal

## Attachment

### EXHIBIT A

#### **LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR (Inspector of Record)**

##### **1. The services shall include but not be limited to the following tasks:**

**1.1.** Provide resident inspection services to insure construction compliance with code, plans, and specifications as required of public schools in the State of California. Issue correction and stop work notices and notify the District and Construction Manager in writing if work does not conform to contract documents codes, plans, and specifications. If the Contractor fails to immediately correct the deviation, the Project Inspector shall notify the Construction Manager in writing of the continued deviation and send copies of such notice to the architect and the Division of the State Architect.

**1.2.** The Project inspector will submit an updated deficiency list to the Construction Manager on a weekly basis.

**1.3.** Verify that Contractor's As-Built record documents are updated on a monthly basis as necessary to accurately document as-built conditions and approved changes to the documents.

**1.4.** Maintain liaison with the A/E, Construction Manager, Testing Lab, District and other regulatory agencies and governing bodies as necessary to maintain project continuity.

**1.5.** On a daily basis, submit an activity report to the Construction Manager, including the following information:

**1.5.1.** Activities performed by the Contractors, the number of workers in each trade, and areas where work is performed.

**1.5.2.** Weather conditions.

**1.5.3.** Equipment and materials delivered to or removed from the site.

**1.5.4.** Verbal and written communication and clarifications of the work given to the Contractor.

**1.5.5.** Inspection by representatives of regulatory agencies, including copies of any reports. Identify the individual and time when the independent inspection agency was on site.

**1.5.6.** Occurrences or conditions that might affect Contract Sum or Contract Time.

**1.5.7.** Visitors to the site, company name and reasons for visit.

**1.5.8.** Project 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.

**1.5.9.** 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.

**1.5.10.** Times of day Project Inspector was present on site.

**1.6.** Notwithstanding anything expressed or implied to the contrary, the Project Inspector shall comply with all federal, state, county and local governmental requirements.

**1.7.** Review and monitor Contractor's construction methods and procedures during all construction activities. Report to the Construction Manager all quality deviations as soon as they are observed.

**1.8.** Attend all meetings as required by contract documents or requested by District or Construction Manager, i.e. preconstruction

meetings, payment review meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-installation meetings, schedule review meetings, etc.

**1.9.** Assist the Construction Manager and District in scheduling all required site tests and testing laboratory visitations required by the contract documents. Observe and record dates and times of all test procedures and results.

**1.10.** Inspect, verify, and document Contractor's delivered equipment and materials to ensure that they meet submittal and specification requirements. Such inspection must occur within 24 hours of Contractor's delivery to the job site. (Note: this is contractor's responsibility to notify Project Inspector when materials and equipment will be delivered on-site.)

**1.11.** Review and initial the Contractor's Monthly Progress Payment Requests at payment review meetings.

**1.12.** Assist the District in the review of Contractor's Submittals.

**1.13.** When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of unresolved "correction" or "non-compliance" notices issued by Project Inspector and submit to the Construction Manager.

**1.14.** At completion of project, deliver a copy of all inspection records and project correspondence to the District.

**1.15.** Prior to commencement of work, the Project Inspector will cooperate with the District and Construction Manager to develop an inspection plan for all inspection required for the contract work.

**1.16.** Initiate and file all project-related required inspection forms, verified reports, and semi-monthly and quarterly reports with the Office of the State Architect prior to their due date, with copies to the Construction Manager and the Architect.

**1.17.** Review and initial contractor's daily forms for extra work, tracking time and material change order work.

**1.18.** Attend regular Project Inspector meetings conducted by District for purposes of coordination and training.

**2. Additional Responsibilities of Contractor**

**2.1.** Project Inspector must meet the qualifications for an on-site Project Inspector as provided in the State Building Standards Administrative, Title 24, Code Part 1 Section 4-333 of the California Code of Regulations. Contractor shall have a General Inspector Class 1, 2 or 3 Certificate as required for this work, from the Division of the State Architect.

**2.2.** The Project Inspector represents and maintains that he is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the Project. The Project Inspector shall perform the Services and duties in conformance to and consistent with the standards generally recognized as 6 of 6 Revised: 4/29/2019

being employed by school inspectors in the State of California. The Project Inspector further represents and warrants to the District that it has all licenses, permits, qualifications, and approvals of whatever nature are legally required to practice its profession, and the Project Inspector shall keep all such licenses and approvals in effect during the term of this Agreement.

**2.3.** The District retains the Project Inspector on an independent contractor basis and the Contractor is not an employee of the District.

**2.4.** Project Inspector shall obtain approval of District before entering into contracts with any other school district during the term of this contract.

**2.5.** Project Inspector shall neither subcontract any portion of this work nor employ assistants to perform any duties other than

clerical under this contract. The Project Inspector shall pay all wages, salaries and other amounts due such personnel in connection with their performance for services and as required by law. The Project Inspector shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. All such salaries and obligations shall be at Project Inspector's own expense.

**2.6.** Project Inspector shall not have a financial or investment interest in any of the persons, Contractors or companies with responsibilities for the construction project, nor shall he have the authority to assist the Contractor in the performance of the Contractor's work, nor to undertake any responsibilities of the Contractor, its employees, or sub-contractors. It shall be understood, however, that the Project Inspector, acting on behalf of the District, shall make every attempt to identify and help solve problems preventing the orderly progress of the project.

**2.7.** Project Inspector shall not have the authority to grant permission of modifications, changes or deviations from the contract document.

**2.8.** Project Inspector shall provide District with proof of Department of Justice clearance as required to work in the presence of children on a public school site.

**2.9.** Project Inspector will comply with the most current Department of the State Architect IR A-8, *Project Inspector & Assistant Inspector duties and performance rating by DSA*.

**3.** Provide inspection services during course of construction for:

Woodside Elementary School Mechanical (HVAC) Replacement, DSA Application No. 01-118486)