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| Board Agenda Item # | Agenda II A – Action Item |
| Date: | October 23, 2017 |
| To: | Magnolia Board of Directors |
| From: | Caprice Young, Ed.D., CEO & Superintendent |
| Staff Lead: | Erdinc Acar, Regional Director |
| RE: | Approval of Inspector on Record for the MSA-Santa Ana Gym Project |

Proposed Board Recommendation

I move that the board authorize Caprice Young, CEO & Superintendent to award Inland Inspections & Consulting and River City Testing as the Inspectors for the MSA Santa-Ana Phase II Gymnasium and Cafeteria construction project.

BACKGROUND

Magnolia Science Academy- Santa Ana Phase II construction scope includes construction of the **gymnasium building**, connecting utilities for the pull boxes already existing at the site as shown in the drawings, and a portion of site work including cafeteria area playground area and equipment as shown in drawings/specifications. The gymnasium building is a 6,509 sqft, Type VA (Protected Wood Frame), fully sprinklered building with automatic fire alarm system. It is a CMU (Concrete Masonry Unit) building with steel and metal deck roof structure and metal stud framing. Phase II construction is funded through 2017A Series private bond financing.

Construction project soft and hard costs are budgeted as \$3,859,379.70. For details, please see Attachment: MSA-SA Gym Construction Project Description including the project budget.

The drawings and specifications, including the general conditions, are already approved by **California Division of State Architect (DSA)**, which provides design and construction oversight for K–12 schools, community colleges, and various other state-owned and leased facilities. A portion of the DSA approved buildings and site is already built. The built area already is updated with DSA by the Inspection of Records (IOR) and the A-E consultants. The site has an existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

CURRENT PROJECT STATUS

The project is currently open (approved for a limited period of time) with the California Division of Architect (Application Number 04-112861 and File Number 30-25.) The project needs to **resume construction by Oct 31, 2017** in order not to lose the status with DSA.

On August 8, 2017, Magnolia Educational and Research Foundation selected **GAFCON Construction Management (CM)** firm to carry out the construction management services for the second phase of the project.

On October 4, 2017 Magnolia Educational and Research Foundation requested proposals for the DSA Inspector of Record Services (IOR) and Special Testing and Inspection services. These services are required by the State of California.

On October 12, 2017, Magnolia board approved scope changes to exclude shade structures, cafeteria tables, and VCT floors from the project.

INSPECTION SERVICES RESPONSIBILITIES

The Inspection Services will include, but are not limited to, the following:

- a. Acting as DSA Class One Inspection of Record Services for the Project and performing related duties;
- b. Providing special inspection services;
- c. Providing testing services.

The Inspector will act under the direction of MPS's Architect of Record, Berliner & Associates.

The Inspector will be responsible, however, to DSA for enforcement of the plans and specifications for the Project. Please see **attached IOR agreement** for full scope of responsibilities for the company scheduled to provide Inspection Services.

INSPECTION SERVICES AWARD

Total of nine (9) companies submitted responses for the inspection services as explained in scope. The following bids were received from prequalified bidders on the project:

| Company | Fee |
|-------------------------------|-----------------------|
| All American Inspection, Inc. | \$110/hr |
| MTGL, Inc. | \$95/hr |
| TYR, Inc. | \$77/hr |
| BPI Inspection Service | \$84/hr |
| Inland Inspections | \$84.5/hr |
| H.B.I. Inspections | \$82/hr + Adm. A. Fee |
| VIS | \$85/hr |
| Martin Brothers | \$88/hr |
| Stephen K Payte | \$74/hr |

Bid responses were reviewed by GAFCON Construction Management Services, Architect of Record and Magnolia Staff based on the following criteria:

1. Firm’s reputation and professional references;
2. Current commitments and capacity; ability to handle several simultaneous projects; ability to work positively and cooperatively with project team; commitment to provide services to, and effectively communication with the client;
3. Knowledge of applicable state laws and regulations;
4. Directly related work experience with California public schools K-12;
5. Employee credentials;
6. Fee schedule; and,
7. Completeness of Response (Insurance Coverage; Conflict of Interest; Litigation History; on time submission of E-copy and Hard Copy).

Based on the criteria, the team recommends that the Board award a contract to **Inland Inspections & Consulting** and **River City Testing** as the Inspectors for the MSA Santa-Ana Phase II Gymnasium and Cafeteria construction Project.

In addition to meeting the review criteria, **Inland Inspections & Consulting** and **River City Testing** have been MSA-SA’s inspectors for Phase 1 construction project – bringing extensive background and understanding of the project.

Inland Inspections & Consulting Class 1 IOR inspection services proposal estimate is based on a 9-month project schedule as below.

DSA Class 1 Project Inspector 1350 hours @ \$84.50 per hour \$114,075.00

River City Testing's Special inspection and materials testing services will be per the fee schedule attached. River City Testing's total project cost estimate is \$ **52,882.00**. Special inspection and materials testing services are billed based upon the type and number of hours of service utilized.

Project Information

Project Lead: Magnolia Educational and Research Foundation

Project: Magnolia Science Academy Santa Ana Gym, Cafeteria, Play area and Equipment

Location: 2840 W First Street, Santa Ana, CA

Construction Manager: GAFCON Construction Management

Architect: Berliner and Associates

Project Financials

Project Finance: 2017 Series A Bond Financing

Total Project Budget: \$3,859,380

Budget Implications

Total inspection and testing services were budgeted as \$150,000 in the revised construction budget. Because special inspection and materials testing services are billed based upon the type and number of hours of service utilized, total cost is expected to cost less than in the proposal estimation. Magnolia will use the 2017 Series A bond proceeds to pay for the project costs.

Funding Source

2017 Series Bonds

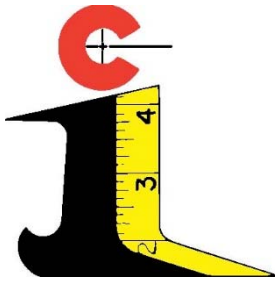
How Does This Action Relate/Affect/Benefit All MSAs?

2017 Series Bonds are used to fund other ongoing construction projects at MSA-1 and MSA-SD.

Name of Staff Originator: Erdinc Acar, Regional Director

Attachments

1. Proposal from Inland Inspections & Consulting and River City Testing
2. IOR Agreement as reviewed by MERF Legal Counsel
3. MSA-SA Gym Construction Project Description including the project budget



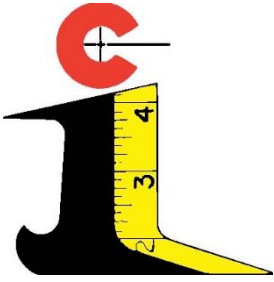
INLAND INSPECTIONS & CONSULTING
7338 SYCAMORE CANYON BLVD., STE. 4, RIVERSIDE, CA 92508
(951) 697-1000 * FAX (951) 697-1030

Response To:
MAGNOLIA PUBLIC SCHOOLS
REQUEST FOR PROPOSALS (RFP)
FOR
MAGNOLIA SCIENCE ACADEMY, SANTA ANA
DSA INPSECTOR OF RECORD (IOR) SERVICES
GYMNASIUM PROJECT

DUE: OCTOBER 11, 2017

ATTN: ERDINC ACAR
MAGNOLIA PUBLIC SCHOOLS
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, CA 90012

FROM: INLAND INSPECTIONS & CONSULTING
STEVE POTTER, ASSISTANT DIRECTOR OF OPERATIONS
7338 SYCAMORE CANYON BLVD., SUITE 4
RIVERSIDE, CA 92508
T (951) 697-1000, F (951) 697-1030
STEVE.POTTER@INLANDINSPECTIONS.BIZ



INLAND INSPECTIONS & CONSULTING
7338 SYCAMORE CANYON BLVD., STE. 4, RIVERSIDE, CA 92508
(951) 697-1000 * FAX (951) 697-1030

Erdinc Acar
Magnolia Public Schools
250 East 1st Street, Suite 1500
Los Angeles, CA 90012

October 10, 2017

Erdinc:

RE: Request for Proposal (RFP)
DSA Inspector of Record

I appreciate your time reviewing this introduction to our company, Inland Inspections & Consulting (IIC). Inland Inspections & Consulting (dba under the California Corporation Schumacher and Hoadley Company, C1715616) was formed in Riverside, California, by Nebraska natives Rob and Carol Schumacher in 1992. We began inspection services in 1993 with a staff of nine. IIC is certified as a small business in California, certification ID number 1752979. We have been registered with the DIR since 2014, registration number 1000013353.

IIC was founded to provide project and special inspections on school and hospital projects in the Inland Empire. In 2011, when DSA regulations required that all special inspectors be employed by a testing lab, all IIC special inspectors became employees of our sister company River City Testing. Together we strive to provide quality, professional inspectors on all projects.

Many of our inspectors have been employed by IIC for many years, some since we began in 1993. Six of our employees have become a junior partner which conveys our intent to continue our business for many years to come. Robert Schumacher, Director of Operations, and Steve Potter, Assistant Director of Operations, are our key representatives authorized to represent Inland Inspections & Consulting.

Inland Inspections headquarters has been in the same location for the past twelve years at 7338 Sycamore Canyon Blvd., Riverside, CA, 92508, t (951) 697-1000. We have a support staff, Jo Birdwell (jo.birdwell@inlandinspections.biz) and Erica Chavez (erica.chavez@inlandinspections.biz), trained to assist with all aspects of our projects.

Inland Inspections & Consulting received a copy of the District's Independent Contractor Agreement attached as Exhibit "A" to the RFQ. Inland Inspections & Consulting has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, Inland Inspections & Consulting has no objections to the use of the Agreement.

Thank you, again, for the opportunity to present this response for qualifications and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Steve Potter".

Steve Potter
Assistant Director of Operations
steve.potter@inlandinspections.biz

COMPANY INFORMATION

Inland Inspections & Consulting (dba under the California Corporation Schumacher and Hoadley Company, C1715616) was formed in Riverside, California, by Nebraska natives Rob and Carol Schumacher in 1992. We began inspection services in 1993 with a staff of nine. IIC is certified as a small business in California, certification ID number 1752979. We have been registered with the DIR since 2014, registration number 1000013353.

Inland Inspections & Consulting has been doing business at 7338 Sycamore Canyon Blvd, Ste. 4, Riverside, CA 92508 for the past twelve years.

President: Carol Schumacher
Secretary: Carol Schumacher
Treasurer: Carol Schumacher

Inland Inspections & Consulting has over 24 years experience providing DSA inspection services. All services are provided by our fourteen employees from our sole office located in Riverside, CA. Rob Schumacher may be reached at 951-697-1000 or rob.schumacher@inlandinspections.biz.

PROJECT TEAM

We currently have a staff of 10 certified personnel. All inspectors are employees, are subject to all employee payroll taxes, and provided with the opportunity to participate in our employee benefit plan (401k plan and health/dental/vision/life insurance). Below is a list of our inspectors and their certifications. Resumes follow

Robert E. Schumacher, Director of Operations – with IIC 23 years
DSA Class 1 #724, AWS CWI, ICC Steel, NDT Level II, ACI Field Technician

Wade A. Clark, Project Inspector and Special Inspector – with IIC 23 years
DSA Class 1 #797, AWS CWI, ICC Steel, NDT Level II.

Thomas N. Burns, Project Inspector and Special Inspector - with IIC 12 years
DSA Class 1 4851

William P. Dugan, Project Inspector - with IIC 13 years
DSA Class 1 #5181

Gilbert A. Hayes, Project Inspector and Special Inspector - with IIC 12 years
DSA Class 1 #4560

Stephen A. Potter, Project Inspector - with IIC 13 years
DSA Class 1 #5038

David W. Morris, Project Inspector – With IIC 10 years
DSA Class 1 #5084

Fredrick A. Reyes, Project Inspector – with IIC 11 years
DSA Class 2 #4426/RBIP #2771, AWS CWI, ICC Building

Ken Van Dusen, Project Inspector – with IIC 8 years
DSA Class 2 #2807

Brian James, Project Inspector – with IIC 1.5 years
DSA Class 2 #5980

RESUME FOR ROBERT E. SCHUMACHER
Director of Operations

EDUCATION:

High School Diploma
West Kearney High School, Kearney, Nebraska

Associate of Applied Science Degree, Nondestructive Testing
Southeast Community College, Milford, Nebraska, 1984

CERTIFICATIONS/AFFILIATIONS:

Division of the State Architect
General Inspector Class 1, Cert. No. 724
On-Site Inspection for Relocatables (SSF), Cert. No. S-0182
In-Plant Inspection for Relocatables, Cert. No. 650
Special Inspector (Structural Steel)

Office of Statewide Health Planning & Development
Class A Resident Inspector No. A-010678

American Welding Society
Certified Welding Inspector, QCI #85100063

International Conference of Building Officials
Certified Special Inspector (Structural Steel) #45119

American Society of Nondestructive Testing Level II:
Ultrasonic Testing
Radiographic Testing
Magnetic Particle Testing
Liquid Penetrant Testing

American Society of Nondestructive Testing Level III:
Ultrasonic Testing
Magnetic Particle Testing
Liquid Penetrant Testing

American Concrete Institute
Concrete Field Testing Technician Grade I

Member:
American Welding Society
American Society of Nondestructive Testing

EXPERIENCE:

Mr. Schumacher has over 35 years' experience in construction and construction inspection and testing. He has been involved with masonry and concrete construction of commercial and residential buildings. Mr. Schumacher was Assistant Director of a nondestructive/physical testing laboratory with a large southwestern testing facility. Responsibilities included supervising and conducting structural steel inspection, nondestructive testing, roofing inspection, coatings inspection, proof and load tests, and determination of physical and mechanical properties of various construction materials

Mr. Schumacher has taught welding inspection and quality control at the college level.

Mr. Schumacher has directed special inspections and testing on two large retail outlets, an eight-story medical office building, two acute care facilities, and several California school projects. He served as Assistant Resident Inspector for St. Joseph Hospital Medical Office Building, Orange, California. He has served as Project Inspector for Riverside U. S. D. on several projects. He was Resident Inspector for Kaiser Permanente on their \$200,000,000 Primary Care Center and Parking Structure in Fontana, California. This project included two seven-level Primary Care Centers connected by a five-level Link, and a 1700 car Parking Facility.

Mr. Schumacher served as D. S. A. Project Inspector for: modernization projects at four sites for Pomona U. S. D., new construction project Vista Del Lago High School in the Moreno Valley U. S. D., new Citrus Hills Intermediate School, new Santiago High School, new Eagle Glen Elementary, and new Roosevelt High School in the Corona-Norco U. S. D., new Murrieta Mesa High School in the Murrieta Valley U. S. D., new Hillcrest High School in Alvord U.S.D. and Poly High School Athletic/Aquatic Upgrades in the Riverside U.S.D.

RESUME FOR WILLIAM P. DUGAN, JR.

EMPLOYMENT HISTORY

| DATES | EMPLOYER | DUTIES |
|------------------|--|------------------------------------|
| 10/02 to Present | Inland Inspections & Consulting 7338 Sycamore Canyon Blvd., Ste. 4 Riverside, CA 92508 (951) 697-1000 | DSA Project Inspector |
| 6/02 to 9/02 | Certified Inspection Associates Lancaster, CA | DSA Assistant Inspector |
| 1989-2002 | Self-employed | General Contractor/Project Manager |
| 1975 to 1989 | Westway Homes Ontario, CA | Production Manager |

CERTIFICATIONS/LICENSES/MEMBERSHIPS

DSA Class 1 Inspector, Certification #5181
ICC Commercial Building Inspector #5114208
General Contractor B – 576523

EDUCATION

Chaffey High School, Ontario, CA – High School Diploma 1973
Allied Business School – 1999

EXPERIENCE

8/15 through Present

DSA Project Inspector, 04-112861/30-35
Magnolia Science Academy, Magnolia Educational & Research Foundation, \$14,426,954.00

5/15 through Present

DSA Project Inspector, 03-116321/19-31
Leffingwell Elementary School, East Whittier C.S.D., \$500,000.00

4/15 through Present

DSA Project Inspector, 03-114860/19-92
Rowland Elementary School Kindergarten Modernization, Rowland U.S.D., \$215,026.00

3/15 through Present

DSA Project Inspector, 03-114859/19-92
Hurley Elementary School Modernization, Rowland U.S.D., \$775,069.00

11/14 through Present

DSA Project Inspector, 03-114858/19-92
Villacorta Elementary School, Rowland U.S.D., \$215,026.00

10/14 through Present

DSA Project Inspector, 03-114856/19-92
Northam Elementary School, Rowland U.S.D., \$404,152.00

RESUME FOR WILLIAM P. DUGAN, JR. continued

4/14 through 12/14

DSA Project Inspector, 04-113292/30-48
Stonewall Elementary School, Irvine U.S.D., \$748,836.00

4/14 through 12/14

DSA Project Inspector, 04-113293/30-H15
University High School, Irvine U.S.D., \$1,230,075.00

4/14 through 10/14

DSA Project Inspector, 04-113291/30-48
Woodbury Elementary School, Irvine U.S.D., \$812,328.00

7/13 through 9/13

DSA Project Inspector, 04-112836/33-H9
Miller Middle School Audio Visual Improvement, Riverside U.S.D., \$15,000.00

6/13 through 1/14

DSA Project Inspector, 04-112798/33-C1
Riverside City College Lovekin Complex Tennis Courts, Riverside C.C.D., \$2.1 million

6/13 through 10/13

DSA Project Inspector, 04-112837/33-H4
Centennial High School Remodel, Corona-Norco U.S.D., \$409,000.00

8/12 through 8/13

DSA Project Inspector, 04-112204/33-38
Miller Middle School Addition, Riverside U.S.D., \$2.5 million

3/12 through 8/12

DSA Project Inspector, 03-114271/19-92
Telesis Academy Phase 2 Kindergarten Student Drop Off and Playground, Rowland U.S.D., 275,000.00

3/12 through 8/12

DSA Project Inspector, 03-112388/19-92
Telesis Academy Partial Modernization Building A Kindergarten, Rowland U.S.D., \$3.5 million

8/11 through 1/12

DSA Project Inspector, 03-1112764/19-92
Northam Elementary School Modernization, Rowland U.S.D., \$1.7 million

2/11 through 10/11

DSA Project Inspector, 03-112650/19-92
Villacorta Elementary School Modernization, Rowland U.S.D., \$1.5 million

12/10 through 2/11

DSA Project Inspector, 03-113653/19-H47
Coronado Alternative School Lunch Shelter, Options for West Covina U.S.D., \$10,000

6/09 through 8/10

DSA Project Inspector, 04-110293/33-3
Valley View Elementary School Health Center Interim Housing, Alvord U.S.D., \$112,903

5/09 through 8/10

DSA Project Inspector, 04-110159/33-3
Valley View Elementary School Interim Housing, Alvord U.S.D., \$280,350

5/09 through 6/10

DSA Project Inspector, 04-109284/33-3
Valley View Elementary School Library, Alvord U.S.D., \$469,531

4/09 through 12/10

DSA Project Inspector, 04-109285/33-3
Valley View Elementary School Multi-Purpose Building, Alvord U.S.D., \$2.7 million

RESUME FOR WILLIAM P. DUGAN, JR. continued

3/09 through 3/10

DSA Project Inspector, 04-108192/33-3
Myra Linn Elementary School Electrical Upgrade, Alvord U.S.D., \$900,000

3/09 through 5/09

DSA Project Inspector, 04-110272/33-3
Foothill Elementary School Preschool Buildings, Alvord U.S.D., \$320,000

7/08 through 8/09

DSA Project Inspector, 04-109516/33-H12
Norte Vista High School Concession Building, Alvord U.S.D., \$136,266

3/08 through 6/10

DSA Project Inspector, 04-107980/33-H12
Norte Vista High School Addition, Alvord U. S. D., \$6 million

8/07 through 6/10

DSA Project Inspector, 04-107845/33-H12
Wells Intermediate School Addition, Alvord U. S. D., \$4 million

8/07 through 7/08

DSA Project Inspector, 04-109407/33-3
Foothill Elementary School Preschool, Alvord U. S. D., \$280,000

1/07 through 5/08

DSA Project Inspector, 04-107698/33-3
Foothill Elementary School Addition, Alvord U. S. D., \$2.2 million

12/06 through 1/08

DSA Project Inspector, 04-107695/33-3
Valley View Elementary School Addition, Alvord U. S. D., \$1 million

6/05 through 11/06

DSA Project Inspector, 04-106256/33-9
Eastvale Elementary School, Corona-Norco U. S. D., \$15 million

9/04 through 3/05

DSA Project Inspector, 03-106155/19-92
Adult Education Building, Rowland U. S. D., \$850,000

4/04 through 10/05

DSA Project Inspector, 03-106955/19-92
Oswalt Elementary School Modernization, Rowland U. S. D., \$2.2 million

4/04 through 1/05

DSA Project Inspector, 03-106669/19-H54
Giano Intermediate School Modernization, Rowland U. S. D., \$3 million
DSA Project Inspector, 03-106639/19-92
Yorbita Elementary School Modernization, Rowland U. S. D., \$2.2 million
DSA Project Inspector, 03-106641/19-92
Rorimer Elementary School Modernization, Rowland U. S. D., \$2.2 million

2/03 through 7/04

DSA Project Inspector, 04-104688/36-62
Valencia Elementary School Fire Damage Repair, Upland U. S. D., \$500,000

6/02 through 9/02

DSA Assistant Inspector
Various Projects at Little Lake City School District

1989 through 2002

General Contractor/Project Manager on all types of construction projects.

PROJECT EXPERIENCE AND REFERENCES

FIRM EXPERIENCE

IIC has extensive project experience since January 1993. I have included below some of our recent experience, our current/ongoing projects are bold. Additional experience dating back to January 1993 can be provided if requested. We have provided DSA inspections on the construction of nine new high schools. We have a broad range of experience in new construction, modernizations, additions, athletic fields and aquatic facilities, and relocatable buildings. Through our 24 years of DSA School Inspection at 2,000 plus projects we've always had the staff to cover each project awarded to us.

The availability of our Project Inspectors is continually changing as our project assignments range in length from ninety days to three years. Assignment of a specific IOR to one of your projects will depend on project start dates and the associated availability of our inspection staff. We can assure you we will have at least one senior staff member available. All experience below is for DSA Project Inspector services.

Chaffey Joint Union High School District (2005-Present)

Contact: Mike Harrison, Director Operations, Planning, and Facilities (909) 988-8511 ext 2150

Rancho Cucamonga High School Auditorium Building, April '16 – Present

DSA Application Number 04-114225, DSA File Number 36-H2

Alterations to 1-Classroom Building U (A#52707); Construction of 1-Auditorium Building

WLC Architects, James DiCamillo, Tilden-Coil Constructors

Alta Loma High School Quad Improvements and Shade Shelters, February '15 – January '16

DSA Application Number 04-113777, DSA File Number 36-H2

Alterations to 1-Administration Building, Staff restroom for accessibility upgrades, 1-Quad Area;

Construction of 8-Shade Structures

GO Architects Inc., Godwin Osifeso, Tilden-Coil Constructors

Alta Loma High School Athletic Field, Chaffey J.U.H.S.D., January '15 – January '16

DSA Project Inspector, 04-113519, DSA File Number 36-H2

Construction of 4-Sport Fields, 1-Swimming Pool/Decks, 1-Concession Building N, 3-Bleachers, 1-

Storage Building 'Q', 4-Dug-outs, 1-Locker/Restroom Building P, 2-Entry Gate Shade Structures, 1-

Scoreboard, 8-Light Poles, 3-Baseball Backstops, 1-Entry Structure, 1-Sitework, 1-Restroom/Pool

Equipment Building M

GO Architects Inc., Godwin Osifeso, Tilden-Coil Constructors

Corona-Norco Unified School District (1993-Present)

Contact Ted Rozzi, Assistant Superintendent, (951) 736-5045, trozzi@cnusd.k12.ca.us

Yorba Elementary School (new), October '13 – January '16

DSA Application Number 04-109527, DSA File Number 33-9

Construction of 1-Building and Lunch Shelter

PJHM Architects, Matt Exley, Neff Construction

Santiago High School Sciences Classroom and Administration Buildings, May '12 – January '14

DSA Application Number 04-109731, File Number 33-H4, \$14 million

Construction of 1-Science/Art/Physical Education Classroom, 1-Lounge and Receiving

WLC Architects, Kar-Ban Leung, West Coast Air

Centennial High School Expansion, May '11 – August '13

DSA Application Number 04-109865, File Number 33-H4, \$14.3 million

Alterations to 1-Counseling Center/Computer Lab and 1-Multi-purpose Building; Construction of 1-

Administration Building and 1-Performing Arts Building

HMC Architects, Richard Byrd

Chavez Academy Phase I (new), August '11 – May '12
DSA Application Number 04-111802, File Number 33-9, \$11.5 million
Construction of 1-Kitchen, Classroom, Laboratory, Retaining Wall, 1-grading, 2-Shade Structure;
Relocation of 1-Locker / Toilet Building
PCH Architects LLP, Leslie Tso

Chavez Academy Phase 0 (new), April '11 – August '12
DSA Application Number 04-111705, File Number 33-9, \$1.7 million
Construction of 1-Science Classroom, Technical Classroom Building, Locker Room Building, Toilet
Building and Shade Structure
PCH Architects LLP, Leslie Tso

Murrieta Valley Unified School District (2005-Present)

*Contact Randy White, Building Plans and Records Specialist, Facilities
41870 McAlby Court, Murrieta, CA 92562
(951) 696-1600 ext 1186, rwhite@murrieta.k12.ca.us*

Riverside Community College District (2005-Present)

Contact Bart Doering, Facilities Development Director, (951) 222-8962, bart.doering@rccd.edu

Centennial Plaza Coil School for the Arts (new), September '14 – Present
DSA Application Number 04-112917, File Number 33-C1, \$27.25 million
Construction of 1-Music/Concert Hall Building
LPA Inc., Daniel Wang, Tilden-Coil Constructors

Centennial Plaza Culinary Arts/District Office and Parking Structure (new), June '14 – Present
DSA Application Number 04-112789, File Number 33-C1, \$28 million
Construction of 1-Culinary Arts Classroom/District Office Building, 1-Parking Structure
LPA Inc., Daniel Wang, Tilden-Coil Constructors

Moreno Valley College, Network Operations Center (new), September '14 – Present
DSA Application Number 04-113253, File Number 33-C1, \$1.25 million
Construction of 1-Network Operating Center Building
Higginson & Cartozian Architects, Leslie Tso, Adams Mallory Construction Company Inc.

Norco College Networking Operations Center (new), April '12 – May '13
DSA Application Number 04-111515, File Number 33-C1, \$5.9 million
Construction of 1-Operations/Maintenance Bldg., 2-Shade Structure and Site Work
Hill Partnership Inc., Rick Beall, Tilden-Coil Constructors

Moreno Valley Student Academic Services Facility (new), April '12 – December '13
DSA Application Number 04-111892, File Number 33-C1, \$15.4 million
Construction of 1-Student Academic Services Facility
DLR Group WWCOT, Kuo-Tay (Paul) Yeh, C.W. Driver

Norco College Secondary Effects Project (Mod), March '11 – July '12
DSA Application Number 04-111234, File Number 33-C1, \$9.3 million
Alterations to Student Services, Science and Technology, Theater, Humanities, Admin/Lounge, Library
and Site Work
Hill Partnership Inc, Kenneth Odell, Tilden-Coil Constructors

Riverside Unified School District (1993-Present)

Contact Kevin Hauser, Assistant Director of Facilities, (951) 788-7135 ext.84704,
khauser@rusd.k12.ca.us

Liberty Elementary School Addition, January '14 – August '15

DSA Application Number 04-112203, File Number 33-38, \$4 million

Alterations to 3-Classroom Buildings, 1-Multi-Use Building, 8-Classroom Buildings; Construction of 1-Classroom Building

HMC Architects, Richard Byrd, J Glenna Construction

North High School Athletics Facility Upgrade, July '12 – October '13

DSA Application Number 04-112110, File Number 33-H9, \$10.1 million

Construction of 1-Elevator, 2-Concession/Restroom Buildings, 1-Pool Equipment Building, 2-Bleachers, 1-Field/Track, 1-Swimming Pool and 1-Shade Structure

HMC Architects, Richard Byrd, Tilden-Coil Constructors

Poly High School Aquatic Center and Athletic Facility Upgrade, April '12 – October '13

DSA Application Number 04-111766, File Number 33-H9, \$8.9 million

Construction of 1-Dug-out, 1-Bleachers, 1-Toilet/Equipment/Ticket, 1-Swimming Pool, 1-Shade Structure, 1-Stadium/Field, 1-Electrical Building, 1-Tennis Court

HMC Architects, Richard Byrd

Arlington High School Athletic Facilities Upgrade, December '11 – February '13

DSA Application Number 04-111733, File Number 33-H9, \$9.3 million

Construction of 1-Bleacher, 2-Concession Buildings, 1-Sitework, 1-Stadium, 2-Locker/Dugout Buildings and 4-Light Poles

HMC Architects, Kar-Ban Leung

Ramona High School Aquatic Center and Tennis Facility, January '12 – March '13

DSA Application Number 04-111670, File Number 33-H9, \$3 million

Construction of 1-Pool Building, 1-Swimming Pool, 1-Shade Structure, 1-Lunch Shelter and 1-Ticket Booth Building

HMC Architects, Richard Byrd, Tilden-Coil Constructors

North High School Tennis Courts Reconstruction, June '11 – August '11

DSA Application Number 04-111596, File Number 33-H9, \$200,000

Reconstruction of 1-Tennis Court & 12' - 0" Tall Screen Fencing

HMC Architects, Mincon Construction

Litigation/Arbitration/Termination

Inland Inspections & Consulting has not been a party in any litigation, mediation, arbitration with an owner, or terminated within the last seven years.

Statement of Non-Conflict Of Interest

The undersigned, on behalf of the firm set forth below (the "Consultant"), does hereby certify and warrant that, if selected, the Consultant while performing the design services required by the Request for Proposal, shall do so as an independent contractor and not as an officer, agent or employee of the Magnolia Charter (the "District"). The undersigned further certifies and warrants that: (1) no officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years; (2) the Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months; (3) no officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the RFP and master agreement or shall become directly or indirectly interested financially in the master agreement; and (4) the Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the master agreement should the Consultant aid, abet or knowingly participate in violation of this statement.

Signature:  _____

Printed Name: Steve Potter

Title: Assistant Director of Operations

Firm: Inland Inspections & Consulting

Date: 10-9-17

**INLAND INSPECTIONS & CONSULTING
2017 FEE SCHEDULE*
FOR MAGNOLIA PUBLIC SCHOOLS**

| | |
|-----------------------|----------------------|
| DSA Class 1 Inspector | \$84.50 per hour |
| DSA Class 2 Inspector | \$82.50 per hour |
| DSA Class 3 Inspector | \$80.50 per hour |
| RBIP Inspector | \$650.00 per floor** |

We do not charge any fee for report preparation or distribution.

*Hourly rates will increase \$2.50 per hour July 1 of each year.

**NDE Testing as well as concrete sampling and testing provided by the lab.

NOTE REGARDING OVERTIME RATES:

Normal hours: eight hours Monday-Friday, excluding any Holiday

Overtime hours (1 ½ X): first 4 overtime hours Monday-Friday, excluding any Holiday
and first 12 hours on Saturday, excluding any holiday

Double-time hours (2 X): all hours over 12 on Monday-Saturday
and all hours on Sunday or Holiday

All invoices are due within 30 days. Interest in the amount of 1/2% per month will be added to all past due amounts.

River City Testing

7338 Sycamore Canyon Blvd., Ste. 4 ~ Riverside, CA 92508
(951) 697-0800 ~ fax (951) 697-5744

October 19, 2017

Dr. Caprice Young
Superintendent
Magnolia Public Schools
250 E 1st Street, Suite 1500
Los Angeles, CA 90012

Dr. Young

EMAILED TO: eracar@magnoliapublicschools.org

RE: Magnolia Public Schools
Magnolia Pacific Technology School
DSA Application Number 04-112861, File Number 30-25
DSA Special Inspections & Testing

Thank you for the opportunity to present this proposal for the referenced services. This proposal is based on a review of DSA-approved plans and specifications. It is our understanding that the project will begin on November 1, 2017 and be complete by August 31, 2018. Our Fee Schedule is attached, along with our general Schedule of Fees, should any additional services be required.

Please contact us if you have any questions regarding our services or fees.

Sincerely,



Steve Potter
Assistant Director of Operations

attachments

**MAGNOLIA PUBLIC SCHOOLS
MAGNOLIA PACIFIC TECHNOLOGY SCHOOL
FEE SCHEDULE**

| | | |
|--|---------------------------------|------------------|
| Engineer: | 4 hours @ \$137.50 per hour | \$ 550.00 |
| Soils Technician: | 40 hours @ \$84.50 per hour | \$ 3,380.00 |
| Special Inspector Batch Plant/Concrete: | 24 hours @ \$84.50 per hour | \$ 2,028.00 |
| Special Inspector Load Testing: | 24 hours @ \$94.50 per hour | \$ 2,268.00 |
| Special Inspector Masonry: | 180 hours @ \$84.50 per hour | \$ 15,210.00 |
| Special Inspector Rebar Sample: | 24 hours @ \$84.50 per hour | \$ 2,028.00 |
| Special Inspector Visual Welding Field: | 120 hours @ \$84.50 per hour | \$ 10,140.00 |
| Special Inspector Visual Welding Shop: | 100 hours @ \$84.50 per hour | \$ 8,450.00 |
| Extracting Core Samples: | 8 hours @ \$136.50 per hour | \$ 1,092.00 |
| Ultrasonic Testing: | 16 hours @ \$96.50 per hour | \$ 1,544.00 |
| Deliver Samples to Testing Lab: | 8 trips @ \$60.00 per trip | \$ 480.00 |
| Proctor Density Test: | 2 tests @ \$125.00 per test | \$ 250.00 |
| Concrete Compression Test (10 sets of 4): | 40 tests @ \$22.00 per test* | \$ 880.00 |
| Concrete Mix Design Review: | 3 mixes @ \$110.00 per mix | \$ 330.00 |
| Concrete Block Conformance: | 2 set @ \$300.00 per set | \$ 600.00 |
| Grout Compression Test (5 sets of 4): | 20 tests @ \$22.00 per test | \$ 440.00 |
| Mortar Compression Test (7 sets of 3): | 21 tests @ \$22.00 per test | \$ 462.00 |
| Masonry Core Compression Test: | 2 tests @ \$25.00 per test | \$ 50.00 |
| Masonry Core Shear Test: | 2 tests @ \$45.00 per test | \$ 90.00 |
| High Strength Bolt/Nut/Washer Conformance: | 4 sets @ \$120.00 per set | \$ 480.00 |
| Rebar Bend Test: | 12 tests @ \$30.00 per test | \$ 360.00 |
| Rebar Tensile Test: | 12 tests @ \$35.00 per test | \$ 420.00 |
| DSA Inspection Card Update: | 6 updates @ \$100.00 per update | \$ 600.00 |
| DSA-291 Laboratory Verified Report: | | \$ 400.00 |
| DSA-291 Geotechnical Verified Report: | | <u>\$ 350.00</u> |

ESTIMATED TOTAL **\$ 52,882.00**

*If hold sample does not require testing we will only bill \$12.00 per hold sample for disposal fee.

The hourly rates listed above are effective through June 30, 2018s, and will increase by \$2.50 per hour on July 1, 2016.

NOTE REGARDING OVERTIME RATES:

- Normal hours: eight hours Monday-Friday, excluding any Holiday
- Overtime hours (1.5 X): first 4 overtime hours Monday-Friday and first 12 hours on Saturday, excluding any Holiday
- Double-time hours (2 X): all hours over 12 on Monday-Saturday and all hours on Sunday or Holiday

All invoices are due within 30 days. Interest in the amount of ½% per month will be added to all past-due amounts.

If any work is required to be added by an outside consultant, we will bill our cost plus 10%.

Prices include all required equipment, supervision, and reporting costs.

**MAGNOLIA PUBLIC SCHOOLS
MAGNOLIA PACIFIC TECHNOLOGY SCHOOL
SCHEDULE OF FEES FOR LABORATORY TESTING
EFFECTIVE THROUGH JUNE 30, 2018
Laboratory Test, Test Designation, and Price Per Test**

| | | | |
|---|-------|---|-----------|
| Soils | | Concrete | |
| Atterberg Limits D 4318 | \$125 | Compression Test 6x12 Cylinder C 39 | \$ 22 |
| California Bearing Ration | \$400 | Concrete Mix Design Review | \$110 |
| Chloride and Sulfate Content | \$110 | Concrete Mix Design Review (trial batch) | \$650 |
| Consolidation D 2435 | \$ 60 | Concrete Core Compression Test C 42 | \$ 35 |
| Direct Shear – Undisturbed D 3080 | \$230 | Flexural Test C 78 | \$ 50 |
| Direct Shear – Remolded D 3080 | \$250 | Flexural Test C 293 | \$ 50 |
| Durability Index CT 229 | \$150 | Flexural Test CT 523 | \$ 50 |
| Expansion Index D 4829 | \$150 | Gunite/Shotcrete Samples (3 cores) | \$200 |
| Expansion Potential (Method A) D 4546 | \$135 | Splitting Tensile Strength | \$ 75 |
| Expansive Pressure (Method C) D 4546 | \$135 | | |
| Geofabric Tensile and Elongation Test D 4632 | \$150 | Reinforcing and Structural Steel | |
| Permeability D 2434 | \$200 | Fireproofing Density Test UBC 7-6 | \$ 35 |
| pH and Resistivity CT 643 | \$150 | Hardness Test, Rockwell A 370 | \$ 30 |
| Proctor Density D 1557 | \$125 | High Strength Bolt, Nut, & Washer Conformance A 325 | \$110 |
| R-Value D 2844 | \$225 | Chemical Analysis A-36, A-615 | \$110 |
| Sand Equivalent D 2419 | \$ 75 | Reinforcing Steel Tensile (up to #11) A 615, A 706 | \$ 35 |
| Sieve Analysis D 422 | \$ 70 | Reinforcing Steel Bend (up to #11) A 615, A 706 | \$ 30 |
| Sieve Analysis D 1140 | \$100 | Structural Steel Tensile (excluding machining) A 370 | \$ 50 |
| Specific Gravity D 854 | \$ 75 | Welded Reinforcing Steel Tensile (up to #11 bars) | \$ 50 |
| Corrosivity | \$150 | | |
| | | Asphalt Concrete | |
| Roofing | | Mix Design Review (Job Spec) | \$120 |
| Built-up Roof cut-out samples | \$165 | Extraction/Gradation D 2172, CT 310 | \$200 |
| Roofing Tile Absorption (set of 5) UBC 15-5 | \$150 | Hveem Stability and Unit Weight CT 366 | \$180 |
| Roofing Tile Strength Test (set of 5) UBC 15-5 | \$150 | Marshall Stability, Flow and Unit Weight T 245 | \$200 |
| | | Maximum Theoretical Unit Weight D 2041 | \$125 |
| Masonry | | Swell CT 305 | \$165 |
| Concrete Block Compression Test C 140 | \$ 50 | Unit Weight (sample or core) D 2726 | \$ 75 |
| Concrete Block Linear Shrinkage C 426 | \$100 | | |
| Concrete Block Unit Weight and Absorption C 140 | \$ 50 | Aggregates | |
| Concrete Block Conformance Package C 90 | \$300 | Absorption C 127, C 128 | \$ 30 |
| Masonry Grout 3x3x6 Prism Compression UBC 21-18 | \$ 22 | Durability CT 229 | \$120 |
| Masonry Mortar 2x4 Cylinder Compression UBC 21-16 | \$ 22 | Sand Equivalent CT 217 | \$ 75 |
| Masonry Core Compression Test CBC | \$ 25 | Sieve Analysis C 136 | \$ 90 |
| Masonry Core Shear Test CBC | \$ 45 | Specific Gravity Coarse C 127 | \$ 60 |
| Masonry Prism half size Compression | \$125 | Specific Gravity Fine C 128 | \$ 70 |
| Grout or Mortar Mix Design Review | \$110 | | |
| Veneer Adhesion Test | \$155 | Miscellaneous | |
| Grade BD Anchor Test | \$275 | Ground Rod Test <i>per test</i> | \$ 110 |
| | | Disposal of Hold Sample <i>per sample</i> | \$10 |
| | | Pick up an deliver samples <i>per trip</i> | \$60.00 |
| | | Mileage (as required) <i>per mile</i> | \$.60 |
| | | DSA Interim Lab Affidavit (Card Update) <i>per update</i> | \$ 100 |
| | | DSA Final Lab Affidavit | Per Quote |

HOURLY CHARGES FOR PERSONNEL

| | |
|--|----------|
| Special Inspector Batch Plant | \$ 84.50 |
| Special Inspector Concrete | \$ 84.50 |
| Special Inspector Fireproofing | \$ 84.50 |
| Special Inspector Load Testing | \$ 94.50 |
| Special Inspector Masonry | \$ 84.50 |
| Special Inspector Pachometer | \$ 96.50 |
| Special Inspector Rebar Sample | \$ 84.50 |
| Special Inspector Structural Steel and Welding | \$ 84.50 |
| NDE (Ultrasonic Testing and Magnetic Particle Testing) | \$ 96.50 |
| Soils Technician | \$ 84.50 |
| Extracting Core Samples | \$136.50 |
| Engineer (upon request) | \$142.50 |

***Hourly rates will increase by \$2.50 on each July 1 to adjust for prevailing wage rate increase.
If any work is required to be added by an outside consultant, we will bill our cost plus 10%.
Prices include all required equipment, supervision, and reporting.**

PROJECT INSPECTOR OF RECORD SERVICES AGREEMENT

This INSPECTOR OF RECORD SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, between the MAGNOLI EDUCATION AND RESEARCH FOUNDATION DBA MAGNOLIA PAUBLIC SCHOOLS ("MPS"), a Nonprofit Public Benefit Corporation, and _____ ("Inspector"). MPS and Inspector may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

A. WHEREAS, MPS anticipates having _____ providing inspection of record, special inspection and testing services for the Magnolia Science Academy Santa Ana Gymnasium and Site development Project, in accordance with the construction documents and the construction schedule, both attached. The work to be performed by _____ shall be referred to herein as the "Project."

B. WHEREAS, the Project is subject to the jurisdiction of the California Department of General Services, Division of the State Architect ("DSA").

C. WHEREAS, in connection with construction of the Project, MPS is required by applicable law to retain the services of a DSA certified Project Inspector of Record.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, MPS and Inspector agree as follows:

AGREEMENT

Section 1. Scope of Work. Inspector shall furnish those services specified in this

Agreement, including, but not limited to, Section 4, for the Project further identified as:

Magnolia Science academy, Santa Ana Gymnasium Project

DSA Application Number 04-112861

File Number 30-25

Section 2. Inspector Qualifications. The Inspector shall, at all times during this Agreement, be qualified and duly approved and authorized by DSA to conduct inspection services, and shall at all times maintain the proper qualifications ("DSA Certification") to perform the duties of, and act as, a general building inspector on school building construction projects or modernization projects of the type and classification of the Project.

Inspector hereby warrants that the following information is true and correct:

Project Inspector Class (or type): Class One

2. Ensuring that the correct quantity of project inspection cards (DSA Form 152) is issued for the Project. The Inspector is required to be in possession of the necessary DSA Form 152s before commencement of construction of the Project.
3. Obtaining a copy of the construction documents approved by DSA for the Project, including the plans and specifications ("DSA Approved Documents") from the Architect of Record.
4. Providing personal, competent, adequate, and continuous construction inspections of all aspects of the construction of the Project.
5. Having a thorough understanding of all requirements of the construction documents for the Project.
6. Inspecting all portions of the construction of the Project for compliance with the requirements of the DSA Approved Documents.
7. Identifying, documenting, and reporting deviations in the construction of the Project from the DSA Approved Documents.
8. Submitting verified DSA Form 6-PI reports, noting any outstanding deviations in the construction of the Project from the DSA Approved Documents.
9. Obtaining a copy of the DSA approved "Statement of Structural Tests and Special Inspections" (DSA Form 103) from the Architect of Record before the commencement of construction on the Project.
10. Meeting with a MPS representative, the Architect of Record, and the contractor(s) as often as is needed (but not less than weekly) to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the Project.
11. Meeting with the "Laboratory of Record" to mutually communicate and understand the testing and inspection program and methods of communication appropriate for the Project.
12. Immediately notifying the DSA Regional Office (with simultaneous notification to MPS's ECCL Project Director hereinafter referred to as the "Project Manager") with construction oversight authority over the Project, by telephone or electronically, if (1) construction on the Project commences without all required DSA Form 152s in the possession of the Inspector; or (2) applicable sections of DSA Form 152s have not been signed off by the Inspector and the contractor proceeds with construction activity that will conceal the unapproved work.
13. Utilizing information found in the DSA Form 152 Inspection Card Manual to ensure necessary tests and inspections are completed and that necessary documents are in the Job File (defined in Section 4(c)(iii))

before approving or otherwise signing off on each applicable block and section of the DSA Form 152s.

14. As required by DSA Regulations and the California Building Code (“CBC”), (1) providing “special inspection” of aspects of the construction allocated to the Inspector on the “Test or Special Inspection List” (DSA Form 103), (2) providing “special inspection” of aspects of construction requiring special inspection by Sections 1707A.3 to 1707A.9 of Part 2 of Title 24 of the CCR. Any changes to the Inspector’s responsibilities shown on the DSA Approved Documents (including DSA Form 103) must be approved by change order or field change document (DSA IR A-6) prior to proceeding with the related construction work.
15. Inspector shall become familiar with the Project plans and specifications, other Contract Documents and all Contractors' operations during all phases of the Project.
16. Inspector shall maintain an effective working relationship with the Contractor, MPS personnel, and the Architect of Record.
17. Inspector shall personally observe, check, and measure items used on the project for compliance with the Contract Documents and technical instructions from the Architect of Record.
18. Inspector shall attempt to anticipate the Contractor's problems and review with the Contractor and Architect of Record anticipated schedules and work involved prior to the commencement of a new trade on the job.
19. Inspector shall be tactful, firm and fair in insisting that Contractors adhere to the Contract Documents.
20. Inspector shall inspect all materials promptly upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition and monitor materials that are installed.
21. Inspector shall attempt to foresee methods or materials which will not be acceptable and immediately bring those facts to MPS's representative, Architect of Record's and Contractor's attention, in order to avoid removal of work already in place.
22. Inspector shall actively assist the Contractor in securing decisions and clarifications from MPS, the Architect of Record or DSA.
23. Inspector shall 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.

24. Inspector shall monitor time and material work by accounting for materials used in logging actual time the Contractor worked on the task upon request by MPS or the Architect of Record.
25. Inspector shall assist MPS (or its designee) with maintaining its own independent progress schedule to reflect work actually completed versus contract time.
26. Inspector shall review Contractor's payment requests to help ensure that they accurately reflect progress on the Project.
27. Inspector shall report to MPS and the Architect of Record when any related work is being installed prior to shop drawings having received final approval from the Architect of Record.
28. If Inspector observes obvious safety violations or concerns, then Inspector shall put the Contractor on notice and advise MPS.
29. Inspector shall attempt to foresee the need for all required tests and inspections, and coordinate scheduling with Contractor and testing lab in advance to ensure the Project is not delayed.
30. Inspector shall timely arrange for all tests and inspections which are requested by MPS or the Contractor, arrange for prompt notification of Architect of Record of the tests and inspections, and record the Architect of Record's approval or rejection.
31. Inspector shall coordinate and monitor on-site testing and ensure that all required tests are performed by the selected testing laboratory, or others as specified in the Contract Documents.
32. Inspector shall check and report to MPS, the Architect of Record and laboratory indicating defective materials or other problems and seek instructions regarding how to proceed.
33. Inspector shall review billings from testing laboratories to see that billings reflect only tests actually requested and performed.
34. Inspector shall advise MPS (or MPS's representative) and the Architect of Record of circumstances surrounding requested changes in work.
35. Inspector shall report to MPS (or MPS's representative) and the Architect of Record verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to MPS's interest; and (3) work performed or materials used which are not in conformance with the Contract Documents.
36. Inspector shall maintain a comprehensive daily diary that includes all Daily Reports describing the general work performed by the Contractor, noting problems, deviations of materials or work, and

unusual events. The diary should be filled daily, tersely and factually. The diary should reflect each Contractor's activities each day, number of workmen, weather and site conditions, visitors on site, issues that arise, noting circumstances, safety concerns, deliveries and errors noted during the day.

37. Inspector shall note the Architect of Record's verbal instructions to the Inspector during field observation trips in the Inspector's Daily Log for that day.
38. Inspector shall help make sure that the required record as-built drawings are accurately marked daily, or as required.
39. Inspector shall, upon request, provide MPS with a written report regarding each Contractor's performance of the Project.
40. Inspector shall certify at completion of the construction on acceptable forms, that all materials used were in good condition and comply with the Contract Documents, that all work was performed in accordance with the Contract Documents and that the Project was constructed according to the Contract Documents.
41. Inspector shall assist MPS (or MPS's representative) and the Architect of Record in the final inspection, punch list and Project acceptance/closeout phase.
42. Inspector shall agree to timely and properly complete all reports requested by MPS, DSA, the Architect of Record, or as required by law.

The Inspector is required to:

- a. ***Perform Continuous Inspections.*** The Inspector must have actual personal knowledge of the continuous construction of the Project, as required by Education Code Section 17309, obtained from their personal continuous inspection of the Project during all stages of its progress when work is performed at the Project site. For work performed at locations other than the Project site, the Inspector must have personal knowledge obtained through the reporting of others on the testing or inspection of materials and workmanship for compliances with the plans, specifications, or applicable standards for the Project. Continuous inspection means complete and timely inspections of every part of the construction of the Project, as the work progresses. Verbal notification of a deviation shall be promptly made to the contractor(s) performing the non-conforming work, so that the deviation may be immediately corrected. In the event the contractor fails to immediately correct any non-conforming work, then the Inspector shall provide a written notice of deviation, as provided in Section 4(c)(vii).
- b. ***Relationship to the Architect of Record.*** The Inspector shall work under the general direction of the Architect of Record. The Inspector shall promptly report to the Architect of Record (and MPS's Project

Manager) any perceived inconsistencies or errors in the Project plans and specifications for the Architect of Record's interpretation or instruction. In no case, however, shall the Architect of Record's instruction cause work to be performed that is not in conformity with the DSA Approved Documents.

c. **Job File.** The Inspector shall maintain a file including, but not limited to, approved plans and specifications (including all approved addenda and change orders), all Daily Reports, and complete and accurate testing and inspection records with respect to all records for the Project ("Job File"), and shall immediately return any unapproved documents to the Architect of Record for proper action. The Inspector shall have and maintain on the Project site at all times all codes and documents referred to in the plans and specifications for the Project. The Job File shall be kept and maintained in an organized manner and readily accessible to DSA during site visits. The Inspector shall make the Job File available to MPS and any members of MPS's staff at the direction of MPS.

At the completion of construction, the Inspector shall provide a copy of the Job File, with the exception of building codes and standards, to MPS for its permanent records. The Job File shall include all records required to be maintained by the Inspector by DSA IR A-8 and DSA Procedure 13- 01. Consistent with the requirements of DSA, the Job File should be maintained in electronic format, and it shall be sufficient if the Job File is maintained by the Inspector within the DSA's electronic database.

The Inspector shall make a copy of the Job File available to DSA on request, and shall submit a portion of the Job File to DSA when (1) the Inspector's services are terminated for any reason before completion of the Project; (2) the Project is substantially complete; or (3) work on the Project is suspended for more than one (1) year. The portion of the record submitted to DSA pursuant to this subsection shall be that portion described in Section 3.3.2 of DSA Procedure 13-01.

Additionally, the Job File shall comply with Government Code Section 8546.7, which authorizes the State Auditor and public entities, for a period of three (3) years following final payment to the Inspector, to review, audit or copy records of contracting parties with respect to each contract providing for expenditure of public funds in excess of ten thousand dollars (\$10,000). Therefore, the Inspector shall maintain and made make such records available at all reasonable times during any period which services are provided for the Project and for three (3) years from the date of the final MPS payment to the Inspector pursuant to this Agreement. Prior to destruction of any records, Inspector shall notify MPS of its intent to destroy such records. MPS shall notify Inspector within sixty (60) days of receipt of notice if MPS desires that said records be sent to MPS, and the Inspector shall deliver all such records to MPS.

d. **Inspector's Semi-Monthly Reports.** The Inspector shall keep MPS and the Architect of Record thoroughly informed as to the progress of the work by making semi-monthly reports in writing, as required by Section 4-342 of Part 1 of Title 24 of the CCR ("Semi-Monthly Reports"). The Semi-Monthly Reports shall be made utilizing DSA Form 155. Unless otherwise required by law or regulation of DSA, the Semi-Monthly Reports shall

be made and submitted electronically on the 1st and 16th of every month consistent with DSA IR A-8. Copies of the Semi-Monthly

Reports shall be provided electronically, unless otherwise requested, to the Architect of Record, MPS, and DSA.

e. **Inspector's Daily Reports.** The Inspector shall keep MPS and, if requested in writing, the Architect of Record, thoroughly informed as to the progress of work on the Project. This duty shall include, but not necessarily be limited to submitting detailed daily reports ("Daily Reports") to MPS and, as requested, the Architect of Record.

The Daily Reports shall give a daily detailed account of all activities occurring during the life of the project. A minimum of one report should be completed for each day, beginning with the date work begins and carried to the date that the project is completed and accepted, whether or not work is performed on the project. Additional reports shall be used as necessary to report the various operations that are performed on the project, such as night operations and/or multiple shift work. The Daily Reports shall be transmitted to MPS Project Manager with copies to the Contractor not less than once per week.

The Inspector and each person performing Inspection Services on the Project shall complete and submit a Daily Report. The Daily Reports shall be completed with information which is legible and written either with ink or lead pencil. Inspector shall provide Daily Reports which are neat, orderly, and that give a complete account of the daily activities. Information needed to complete the report should include, but is not limited to the following:

1. The names of any and all persons performing services for Inspector;
2. Date, weather, hours worked, forces, and equipment.
3. Detailed description of operation.
4. Instructions to Contractor or Subcontractor.
5. Instructions from design personnel.
6. Requests from Contractor and responses.
7. Detailed information concerning delays encountered.
8. Errors noted and changes needed or made.
9. Work available but not being pursued.
10. Contact with property owners.
11. Contact with utility companies.
12. Samples taken.
13. Checks made such as depth, width, correctness of cut/fill slopes, etc.
14. General comments on operations inspected.
15. Visitors and their comments.

The preceding items are given as a minimum, and are not intended to limit information required to be placed in the Daily Reports. Inspector shall use his/her judgment and comply with the direction of the Architect of Record and MPS's Project Manager to determine what additional information is necessary to provide a factual record of the daily activities.

The Inspector's Daily Report shall be completed on a form agreed upon with MPS's Project Manager in advance.

- f. *DSA Notifications.*** The Inspector shall notify DSA, as required by Section 4- 342(b)(5) of Part 1 of Title 24 of the CCR, of (1) the start of work on the Project; (2) at least forty-eight (48) hours before the completion of foundation trenches; (3) at least forty-eight (48) hours before the first foundation concrete placement and twenty-four (24) hours in advance of any subsequent and significant concrete placement; and (4) anytime the work on the Project is suspended for more than two (2) weeks. Such notification shall be made on DSA Form 151, and sent electronically to DSA. For purposes of the “start of work,” the Inspector shall use the date on which the contractor mobilizes on the Project site to begin work on the Project. Notifications required by this Section shall be made in writing, with email notification sufficient to satisfy this requirement to the extent accepted by DSA. All notifications made to DSA pursuant to this section shall simultaneously be made to MPS's Project Manager. The Inspector shall be responsible for entering the “Card Start Date” on DSA Form 152 and submitting the DSA Form 151.
- g. *Written Notice of Deviation.*** If a deviation, following verbal notification to a contractor of a deviation in construction on the Project from the DSA approved plans, is not immediately corrected, then the Inspector shall promptly issue a written notice of deviation to the contractor, with a copy sent electronically to the Architect of Record, MPS, and DSA. The written notice of deviations shall be made utilizing DSA Form 154. The status and resolution of all deviations must be documented on the Semi-Monthly Reports.
- h. *Report to Architect of Records.*** The Inspector shall report to the Architect of Record and MPS in writing all uncertainties in the Inspector or contractors’ comprehension of the DSA Approved Documents.
- i. *Monitoring of Materials Testing and Special Inspection Program.*** The Inspector shall be responsible, under the direction of the Architect of Record, for monitoring the work of any special inspectors and materials testing laboratories to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA Approved Documents. The Inspector shall monitor the following aspects of the “Materials Testing and Special Inspection Program”:

 - i. Identify and report any special inspectors on the Project site that are not DSA-approved;
 - ii. Verify that the materials testing laboratory is included on the “List of DSA Accepted Testing Laboratories” published on the DSA website at <http://www.apps2.dgs.ca.gov/dsa/tracker/ApprovedLabs.aspx> , and that all sampling and testing is performed by the testing laboratory;

- iii. Verify that the materials testing lab and special inspectors have received sufficient advance notice to perform the required material sampling or special instruction;
- iv. Verify that all required material sampling and special inspections have been performed, and to observe any special inspector's on-site presence, performance of duties, the special inspector's documentation of complying and non-complying work, and the issuance of deviation notices; and
- v. Review all materials tests and special inspection reports, and report the status and resolution of deviations reports by any materials testing lab or special inspector on the Semi-Monthly Reports.

j. Reporting for Project with Work Stoppage. The Inspector shall comply with any specific instructions from DSA, for additional reporting and/or oversight of construction or otherwise, arising in connection with a documented non-compliant condition that causes, or results in, a work stoppage. Such additional reporting may be required in the case of a Stop Work Order, Order to Comply, or Request for MPS/Owner to Stop Work, arising in accordance with DSA IR A- 13.

k. Verified Reporting. Consistent with the requirements of Section 4-336 of Part 1 of Title 24 of the CCR, the Inspector shall electronically submit verified reports ("Verified Reports"), utilizing DSA Form 6-PI and DSA Form 152, as appropriate, directly to DSA (with copies to the Architect of Record and MPS) when any of the following occur:

- i. Work on the Project is suspended for more than one (1) month.
- ii. Inspector is terminated for any reason prior to the completion of the Project, and termination is not a result of a work stoppage.
- iii. DSA requests a Verified Report.
- iv. MPS occupies any building involved in a Project before the completion of the entire DSA approved scope of work for the Project.
- v. The Project is substantially complete. "Substantially complete" shall mean that the Project is sufficiently complete in accordance with the DSA Approved Documents that MPS may occupy or utilize the Project for its intended use, as determined by MPS and the Architect of Record.

l. Approval of DSA Form 152. The Inspector shall sign-off on applicable blocks and sections of DSA Form 152 when: (1) the completed work is in compliance with the DSA Approved Documents; (2) all necessary testing and inspections are complete; (3) any deviations from the DSA Approved Documents are resolved; (4) any DSA field trip note issues are resolved; and (5) all necessary documents are received by the Inspector. If any block or section is not applicable to the construction of the Project, the Inspector shall enter "NA" and initial.

43. The Inspector is prohibited from performing functions associated with actual construction work, including, but not limited to: (1) constructing any portion of the Project; (2) ordering or purchasing materials; (3) directing the work of the contractor, subcontractor, volunteer labor, or any other entity performing construction work on the Project; (4) coordinating or scheduling the work on the Project; or (5) performing "quality control" of construction.

Section 5. Conflict of Interest in Employment of Inspector. Inspector hereby warrants that Inspector is not employed by a construction manager, project manager, or laboratory performing work for, or otherwise under contract with, MPS, either for the Project or any other project of MPS. To the extent the Inspector is employed by a construction manager, project manager, or laboratory performing work on another project of MPS, other than Project, that commenced prior to October 1, 2017, then such conflict shall not bar the Inspector from providing Inspection Services to MPS for the Project, provided the construction manager, project manager, or laboratory are not performing work, or otherwise under contract to perform work, on the Project.

Section 6. Compensation. In exchange for the Inspector's performance of the Inspection Services set forth in this Agreement, and as otherwise required by law or regulation, MPS agrees to pay the Inspector \$_____ per hour to perform the Inspection Services required by in this agreement. There shall also be a maximum allowable invoice for 40 hours of Inspection Services work per week unless prior written authorization is obtained from MPS's Project Manager for services in excess of that weekly limit.

- a. The aforementioned rate shall constitute the only compensation that MPS shall owe to the Inspector, and is agreed upon as full compensation and consideration for Inspector to take all required actions, and incur all necessary expenses, which are required for Inspector to perform the Inspection Services required by this Agreement.
- b. Invoices shall be submitted monthly, in a form acceptable to MPS.
- c. Invoices shall not be submitted, and MPS shall have no obligation to provide compensation, until the Daily Reports have been submitted to, and accepted by, MPS.
- d. As a precondition of any payment, Inspector shall complete daily timecards certifying the accuracy of the number of hours for which the Inspector is seeking payment. Inspector shall submit with its Daily Reports (on a weekly basis as described in section 4(c)(iv) above)
- e. MPS shall pay undisputed invoices within thirty (30) days of receipt from the Inspector. MPS may, within fifteen (15) days of receipt of a payment request from Inspector, reasonably request additional information and supporting documentation, in which case MPS's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes Inspector to submit such information or documentation.
- f. MPS may withhold final payment to the Inspector, following the completion of construction of the Project, until the Inspector has delivered the Job File to MPS as required by this Agreement and DSA Procedure 13-01. Inspector shall not be reimbursed for any expenses unless authorized in writing by MPS in advance.
- g. Inspector agrees to be available when required, coordinated, or as directed by MPS, or agreed to by mutual consent from the first day of work on the Project until completion.
- h. MPS may reduce the inspection time on the Project as necessitated by Project delays, non-critical activity or as the project nears completion.

- i. Inspector shall bill MPS at the hourly rate only for time any Inspector is actually on the Project site performing the Inspection Services required by this Agreement and any time offsite required to complete any necessary reports and paperwork.

Section 7. Term of Agreement. This Agreement shall commence on the date of execution of this Agreement by all Parties, and shall continue until one of the following occurs:

- a. MPS declares the project complete and/or files a Notice of Completion;
- b. The Project is indefinitely suspended or abandoned prior to completion, upon written notice by MPS to the Inspector. This provision shall not result in the termination of the agreement where MPS intentionally suspends work on the Project for any specified period of time;
- c. Funding for the Project is not received by MPS, or is denied by bond issuers,
- d. MPS decides that the Inspector's performance under the Agreement is unsatisfactory, and terminates the Agreement pursuant to Section 10, or for convenience under Section 11; or
- e. The Inspector is not approved by DSA to perform the Inspection Services for the Project.

Section 8. Violations. If the Inspector either (a) fails, neglects, or refuses to notify a contractor of any work on the Project that does not comply with the requirements of the DSA Approved Documents, or (b) fails, neglects, or refuses to report immediately, in writing, any such violation to the Architect of Record, to MPS, and to DSA, such failure, neglect, or refusal shall constitute a violation of the Field Act and this Agreement, and shall be cause for DSA to take action, and for MPS to terminate this Agreement at its discretion pursuant to Section 10.

Section 9. Termination for Cause. 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 the other Party of the duties and obligations set forth in this Agreement (including but not limited to failing to maintain any of the insurance coverages required by this Agreement), provided that the Party has been provided ten (10) days notice to cure the alleged breach. In the event of a breach by the Inspector, including insolvency of the Inspector, all damages and costs associated with the termination, including increased inspection and replacement inspector costs arising in connection with the termination or underlying breach, shall be deducted from payments otherwise due to the Inspector. Except for those deductions permitted by this Section, in the event of a termination for cause, the Inspector shall otherwise be entitled to payment for all services performed to MPS's satisfaction, until the date of notice of termination, plus any sums due to the Inspector for extra services, if any, which have been approved in writing by MPS in advance of the provision of the services.

Section 10. Termination for Convenience. This Agreement may be terminated without cause by MPS upon fourteen (14) days written notice to the Inspector. In the event of a termination for convenience (without cause), MPS shall pay Inspector for all services performed to MPS's satisfaction and approved by MPS in writing up to the date of notice of termination, plus any sums due to the Inspector for extra services, if any, which were authorized and approved in writing in advance by MPS. MPS's right to terminate for convenience shall extend to any termination associated with MPS's suspension (for any reason) or abandonment of the

Project.

Section 11. Limitation on Other Projects. Inspector shall make this Project its priority, and shall only work on other projects which are approved in writing by MPS.

Section 12. Dispute Resolution. The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve informally any such disputes. If the Parties are able to agree on the terms and procedures therefore, the Parties may agree that the informal resolution attempts will include mediation of any such dispute. If, not less than thirty (30) calendar days after first making informal attempts to resolve any such dispute, the informal attempts have been unsuccessful, (or, if the Parties have agreed to mediation, after termination or completion of mediation without resolution of the dispute) either Party may thereafter initiate litigation or other proceedings as deemed appropriate by such Party.

Section 13. Insurance. Inspector shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Inspector, its agents, representatives, or employees.

a. Coverage shall be at least as broad as:

- i. Commercial General Liability (“CGL”): CGL on an “occurrence” basis for bodily injury and property damage with limits no less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile liability with limit no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- iii. Workers’ Compensation Insurance as required by the State, with statutory limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- iv. Professional Liability (Errors and Omissions) Insurance appropriate to the Inspector’s profession for a period of two (2) years following completion of the Project, with limit no less than one million dollars (\$1,000,000) per claim, one million dollars (\$1,000,000) aggregate.

b. If the Inspector maintains higher limits than the minimums shown above, MPS requires and shall be entitled to coverage for the higher limits maintained by the contractor.

c. **Additional Insureds.** MPS and the City of Emeryville, their officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of

automobiles owned, leased, hired or borrowed by or on behalf of the Inspector; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Inspector. General liability coverage can be provided in the form of an endorsement to the Inspector's insurance.

- d. **Primary Insurance.** For any claims related to this Agreement, the Inspector's insurance coverage shall be primary insurance as respect to MPS, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by MPS, its officers, officials, employees, or volunteers shall be excess of the Inspector's insurance and shall not conflict with it.

- e. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with prior notice to MPS of at least thirty (30) days (or ten (10) days for non-payment of premium).

- f. **Waiver of Subrogation.** Inspector hereby grants to MPS a waiver of any right to subrogation which any insurer of said Inspector may acquire against MPS by virtue of the payment of any loss under such insurance. Inspector agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not MPS has received a waiver of subrogation endorsement from the insurer.

- g. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions in excess of \$25,000 must be declared to and approved by MPS.

- h. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to MPS.

- i. **Claims Made Policies.** If any of the required policies provide coverage on a claims- made basis: (a) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (b) insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the Agreement; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Inspector must purchase "extended reporting" coverage for a minimum of two (2) years after completion of the Agreement.

- j. **Verification of Coverage.** Inspector shall furnish MPS with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by MPS before work commences under this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the Inspector's obligation to provide them. MPS reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 14. Indemnity. The Inspector shall indemnify, defend, and hold harmless MPS, Hamlin Capitol Management, UMB Bank and their respective members, affiliates, directors, officers and agents (“INDEMNITIES”) against and from any and all claims, demands and liability for damage, loss or expense attributable to the injury or death of any person(s) or the damage to any property resulting from, arising out of, or in any way connected with the performance of the Agreement or work on the Project by Inspector, or its officers, agents, employees, or subcontractors. The Inspector shall reimburse INDEMNITIES for all damages, expenses and losses incurred by INDEMNITIES as a consequence of any claim, demand, or cause of action that may be brought against MPS resulting from, arising out of, or in any way connected with the performance of this Agreement by Inspector or its officers, agents, employees or subcontractors, including disputes between Inspector and its subcontractor(s). This indemnity shall survive termination of the Agreement. Inspector shall not be obligated to indemnify INDEMNITIES to the extent found to be chosen by the active negligence or willful misconduct of the indemnities.

Section 15. Assignment or Subcontracting. All Inspector Services shall be deemed to be professional services. As such, the Inspector shall have no right or power to assign, sublet, transfer or otherwise substitute its interest in, or its rights and obligations pursuant to this Agreement without the prior written consent of MPS.

Section 16. Administration. At no additional expense to MPS aside from the compensation expressly provided for within this Agreement, the Inspector shall hire any and all independent contractors and consultants needed to implement and perform under this Agreement.

Section 17. Independent Contractor. The Inspector is an independent contractor and shall not be deemed or construed to be an employee, general agent or general representative of MPS. Any limited agent or limited representative status conferred on the Inspector pursuant to this Agreement shall extend only so far as is reasonably necessary for the Inspector to perform its duties and responsibilities pursuant to this Agreement. The persons performing any of the Inspector Services pursuant to this Agreement on behalf of the Inspector shall at all times be under the Inspector’s exclusive supervision, direction and control. The Inspector shall pay all wages, salaries, insurance benefits and other amounts due such personnel in connection with their performance of any services, including, but not limited to, services considered public works on the Project or any Inspector Services and as otherwise required by law. The Inspector shall be responsible for the preparation of all reports and payment of all obligations respecting such personnel, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers’ compensation insurance.

Section 18. Conflict of Interest with MPS. For the term of this Agreement, no officer, employee, or agent of MPS, during the term of his or her relationship with MPS, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising herefrom. This provision shall not apply to the

Inspector to the extent it is determined that the Inspector is an agent of MPS as a result of being a Party to this Agreement.

Section 19. Conflict with DSA Rules and Regulations. To the extent either the DSA Regulations or this Agreement provide stricter requirements than the other, the stricter requirements shall apply. In the event any of the provisions of this Agreement conflict with DSA Regulations, the DSA Regulations shall govern over the Agreement relative to the Inspector's provision of Inspection Services to the extent of such conflict.

Section 20. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any particular provision hereof.

Section 21. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State. Any arbitration, litigation or other proceeding arising out of or related to this Agreement shall be initiated and conducted only in Orange County.

Section 22. Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit, and no third party shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

Section 23. Severability. If any Section, subsection, paragraph, sentence, clause, or phrase contained in this Agreement shall, for any reason, become or be held by a court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining Sections, subsections, paragraphs, sentences, clauses, and phrases contained in this Agreement shall not be affected thereby and shall, to the extent possible in light of the illegal, null, or void language, continue in full force and effect.

Section 24. Time of the Essence. Time is of the essence with respect to this Agreement and each provision herein.

Section 25. Entire Agreement. This Agreement sets forth the entire agreement and understanding concerning the provision of Inspection Services for the Project by the Inspector to MPS and supersedes and replaces all prior discussions and agreements, written or oral. Each Party acknowledges that the other Party and the other Party's agents, attorneys, and other representatives have not made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty outside this Agreement.

Section 26. Captions and References. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Section, subsection, or other provision of this Agreement. Any reference in this Agreement to a Section or subsection, unless specified otherwise, shall be a reference to a Section or subsection of this Agreement.

Section 27. Waiver. The failure of a Party at any time to require performance by any other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

Section 28. Notice and Demands. Unless otherwise specified in this Agreement, all notices and demands required or permitted pursuant to this Agreement must be duly addressed as indicated below and sent via: (i) personal delivery (signature on delivery receipt requested); (ii) registered or certified U. S. Mail (postage prepaid and return receipt requested); (iii) FedEx, U.P.S., or other reliable private express delivery (signature on delivery receipt requested); (iv) by facsimile transmission (with transmission confirmation retained in sender's records); or (v) email, provided that the original of the communication is deposited into the U. S. Mail within twenty-four (24) hours after transmission, first-class postage prepaid. Any such communication shall be deemed received only upon actual receipt by the addressee. This Section shall not be construed as applying to day-to-day communications between the Parties for purposes of administering the Inspection Services or supervision of the construction of the Project, or to service of process pursuant to any applicable law or rule of court. A Party may change its below-specified name, address, facsimile number, or person to whom attention should be directed by giving notice as specified in this Section. Notices and demands must, as applicable, be addressed as follows:

To MPS: Magnolia Public Schools Attn: Erdinc Acar, Regional Director
250 East 1st Street Los Angeles, Suite 1500, CA 90012 Office: (213) 628 – 3634 x 123 Fax: (714) 362-9588

To the Inspector:

Section 29. Amendment. This Agreement may be amended or modified only by written consent duly approved and executed by the Parties.

Section 30. Due Authority. Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the Party that he or she represents to sign, and thereby bind such Party to, this Agreement.

Section 31. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signature pages may be detached from counterpart originals and combined in one (1) or more copies of this Agreement to physically form copies of this Agreement having original signatures of both Parties.

In Witness Whereof, each of the undersigned duly-authorized representatives of the Parties have executed this Agreement on behalf of the Party that person represents.

Magnolia Education and Research Foundation, A California Nonprofit Public Benefit Corporation

By: _____

Name: _____

Title: _____

Inspector

By: _____

Name: _____

Title: _____

Approved as to Form:

By: Hal G. Block

Hal G. Block

MUSICK, PEELER & GARRETT, LLP

Attorneys for Magnolia Education and Research Foundation



**MAGNOLIA PUBLIC SCHOOLS
MAGNOLIA SCIENCE ACADEMY-SANTA ANA
GYM, CAFETERIA AND PLAY AREA**

PROJECT DESCRIPTION

Monday, October 23, 2017
Erdinc Acar, Regional Director

A- PROJECT SUMMARY

BACKGROUND

Since 2010 MPS has been working a long term signature school facility for the Santa Ana school. As part of Charter School Facilities Program **Proposition 1D program** - a government program whereby the State of California sells bonds that are used to fund school construction for charter schools, MPS was awarded bonds totaling \$17.4 million. The state's half of the money comes to MPS as an outright grant and half of the money needs to be paid back over 30 years at an extremely low interest rate of %3. General Information on the State of California's Charter School Facilities Proposition 1D Program can be found at

<http://www.dgs.ca.gov/opsc/Programs/charterschoolfacilitiesprogram.aspx>

Phase I Construction (instructional building and grounds) managed by **NEFF Construction, Inc.**, as the official construction management firm for the project. **RC Construction Services** served as the General Contractor for Phase 1 construction. **Berliner Architect** designed the original plans including Phase 1 and II scopes.

With Prop 1D funding, MSA-SA built designed and built a two story facility totaling 48,353 square feet with 33 classrooms on a lot of 2.68 Acres at 2840 W 1st Street in the City of Santa Ana in Orange County. Original site plans also included a-6,509 square feet gym with cafeteria, shade structures and a playground. Because Prop1D funds were not enough to cover these Phase II projects, they were scheduled to be completed later paid for by private financing.

CURRENT SCOPE

Phase II (current) construction scope includes construction of the **gymnasium building**, connecting utilities for the pull boxes already existing at the site as shown in the drawings and portion of site work including shaded cafeteria area with lunch tables, benches and two shade structures and playground area and equipment as shown in drawings/specifications. The gymnasium building is a 6,509 sqft, Type VA (Protected Wood Frame), fully sprinklered building with automatic fire alarm system. It is a CMU (Concrete Masonry Unit) building with steel and metal deck roof structure and metal stud framing.

Phase II construction is funded through 2017A Series private bond financing. construction project soft and hard costs are budgeted as \$3,859,379.70. Please see **Section H for the board approved and most recently updated budget.**

The drawings and specifications including the general conditions are already approved by **California Division of State Architect (DSA)** -providing design and construction oversight for K-12 schools, community colleges, and various other state-owned and leased facilities. Portion of the DSA approved buildings and site is already built. The area built is already updated with DSA by the Inspection of Records (IOR) and the A-E consultants and has no deviations. The site has existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

CURRENT SCOPE – PHASE II

Phase II (current) construction revised scope includes construction of the **gymnasium building**, connecting utilities for the pull boxes already existing at the site as shown in the drawings and portion of site work including cafeteria area playground area and equipment as shown in drawings/specifications. The gymnasium building is a 6,509 sqft, Type VA (Protected Wood Frame), fully sprinklered building with automatic fire alarm system. It is a CMU (Concrete Masonry Unit) building with steel and metal deck roof structure and metal stud framing.

Phase II construction is funded through 2017A Series private bond financing. construction project soft and hard costs are budgeted as \$3,859,379.70. Please see **attachment for the board approved and most recently updated budget**.

The drawings and specifications including the general conditions are already approved by **California Division of State Architect** (DSA) -providing design and construction oversight for K–12 schools, community colleges, and various other state-owned and leased facilities. Portion of the DSA approved buildings and site is already built. The area built is already updated with DSA by the Inspection of Records (IOR) and the A-E consultants. The site has existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

CURRENT PROJECT STATUS

The project is currently open with the California Division of Architect (Application Number 04-112861 and File Number 30-25.) The project needs to **resume construction by Oct 31, 2017** in order not to lose the status with DSA.

On April 11, 2017, Berliner Architects were awarded the re-bid to resume architecture services per the schedule and scope as suggested and planned by NEFF, Phase I Construction Management Services

On August 8, 2017, Magnolia Educational and Research Foundation selected **GAFCON Construction Management (CM)** firm to carry out the construction management services for the second phase of the project. The scope of GAFCON work includes general tasks such as working with Magnolia Public Schools staff, architects, consultants, general contractors, sub-contractors and all other required agencies, tasks during the bid/award construction management phase, construction management phase and contract close-out phase. **Mike Langel, Senior Construction Manager, GAFCON** is the assigned project manager. Mike has been a design and construction project manager for the past 27 years and has a broad-base of project management experience in educational facilities and public work projects. He has also delivered several successful gymnasium projects. Weekly construction meetings have been held at MSA-SA between Magnolia staff, Architect and CM.

On October 4, 2017 Magnolia Educational and Research Foundation asked responses for DSA Inspector of Record Services (IOR) and Special Testing and Inspection services.

On October 12, 2017, Magnolia board approved scope changes to exclude shade structures, cafeteria tables, and VCT floors from the project.

GENERAL CONTRACTOR AWARD

On October 6, Magnolia Educational and Research Foundation posted RFP for the Gym, play area and equipment project. Bid docs can be located at [https://order.e-arc.com/arcEOC/Pwell Project Main.asp?show=yes&SessionFlag=Y&pub=29-11-15761](https://order.e-arc.com/arcEOC/Pwell_Project_Main.asp?show=yes&SessionFlag=Y&pub=29-11-15761) Bids are due October 23 at 2:00 pm.

Project Information

Project Lead: Magnolia Educational and Research Foundation

Project: Magnolia Science Academy Santa Ana Gym, Cafeteria, Play area and Equipment

Location: 2840 W First Street, Santa Ana, CA

Construction Manager: GAFCON Construction Management

Architect: Berliner and Associates

Project Financials - See section

Project Finance: 2017 Series A Bond Financing

Total Project Budget: \$3,859,380

B- PROJECT SCHEDULE (AS OF OCT 6, 2017)

Magnolia Public Schools
Magnolia Science Academy - Gymnasium Project
 Project Schedule

| ID | Task Name | BIC | % Complete | Duration | Start | Finish | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|----|---|----------|------------|-----------------|--------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | MSP GYMNASIUM PROJECT | | 31% | 254 days | Tue 9/12/17 | Fri 8/31/18 | | | | | | | | | | | | | | |
| 2 | BID AWARD PHASE | | 76% | 36 days | Tue 9/12/17 | Tue 10/31/17 | | | | | | | | | | | | | | |
| 3 | Project Kick Off Meeting #01 | Team | 100% | 0 days | Tue 9/12/17 | Tue 9/12/17 | | | | | | | | | | | | | | |
| 4 | Out Reach to General Contractors | Gafcon | 100% | 7 days | Thu 9/14/17 | Fri 9/22/17 | | | | | | | | | | | | | | |
| 5 | Advertisement for Bids | Gafcon | 100% | 10 days | Mon 9/18/17 | Fri 9/29/17 | | | | | | | | | | | | | | |
| 6 | Prepare Pre-Construction Cost Estimate | Gafcon | 100% | 8 days | Mon 9/18/17 | Wed 9/27/17 | | | | | | | | | | | | | | |
| 7 | Complete Contract Documents | Berliner | 100% | 11 days | Wed 9/13/17 | Wed 9/27/17 | | | | | | | | | | | | | | |
| 8 | Printing of Bid Documents | Gafcon | 100% | 2 days | Thu 9/28/17 | Fri 9/29/17 | | | | | | | | | | | | | | |
| 9 | Distribute Bid Documents to Contractors | Gafcon | 50% | 6 days | Mon 10/2/17 | Mon 10/9/17 | | | | | | | | | | | | | | |
| 10 | Mandatory Pre-Bid Site Walk | Gafcon | 0% | 0 days | Tue 10/10/17 | Tue 10/10/17 | | | | | | | | | | | | | | |
| 11 | Prepare and Issue Addendum | Berliner | 0% | 3 days | Wed 10/11/17 | Fri 10/13/17 | | | | | | | | | | | | | | |
| 12 | Bid Opening | Team | 0% | 0 days | Mon 10/23/17 | Mon 10/23/17 | | | | | | | | | | | | | | |
| 13 | Bid Evaluation | Gafcon | 0% | 1 day | Tue 10/24/17 | Tue 10/24/17 | | | | | | | | | | | | | | |
| 14 | Prepare GC Contract Agreement | Owner | 0% | 2 days | Wed 10/25/17 | Thu 10/26/17 | | | | | | | | | | | | | | |
| 15 | Board Meeting to Award Project | Owner | 0% | 1 day | Thu 10/26/17 | Thu 10/26/17 | | | | | | | | | | | | | | |
| 16 | NTP Issued to General Contractor | Gafcon | 0% | 1 day | Fri 10/27/17 | Fri 10/27/17 | | | | | | | | | | | | | | |
| 17 | IOR to Submit Forms to DSA | IOR | 0% | 2 days | Mon 10/30/17 | Tue 10/31/17 | | | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | | | | | | | | | |
| 19 | CONSTRUCTION PHASE | | 0% | 195 days | Wed 11/1/17 | Tue 7/31/18 | | | | | | | | | | | | | | |
| 20 | GC Starts Site Mobilization | GC | 0% | 5 days | Mon 10/30/17 | Fri 11/3/17 | | | | | | | | | | | | | | |
| 21 | GC Submits Bond & Insurance | GC | 0% | 3 days | Wed 11/1/17 | Fri 11/3/17 | | | | | | | | | | | | | | |
| 22 | Construction Kick Off Meeting | Gafcon | 0% | 1 day | Tue 11/7/17 | Tue 11/7/17 | | | | | | | | | | | | | | |
| 23 | Shop Drawing Submittal Process | GC | 0% | 13 days | Wed 11/1/17 | Fri 11/17/17 | | | | | | | | | | | | | | |
| 24 | Develop Project Punchlist | Berliner | 0% | 1 day | Mon 7/2/18 | Mon 7/2/18 | | | | | | | | | | | | | | |
| 25 | Contractor Complete Punchlist | GC | 0% | 14 days | Tue 7/3/18 | Fri 7/20/18 | | | | | | | | | | | | | | |
| 26 | IT Set Up | Owner | 0% | 10 days | Mon 7/16/18 | Fri 7/27/18 | | | | | | | | | | | | | | |
| 27 | Facilities Training | GC | 0% | 2 days | Mon 7/30/18 | Tue 7/31/18 | | | | | | | | | | | | | | |
| 28 | | | | | | | | | | | | | | | | | | | | |
| 29 | Occupancy & Project Closeout | | 0% | 23 days | Wed 8/1/18 | Fri 8/31/18 | | | | | | | | | | | | | | |
| 30 | Ower Move in & Set Up | | 0% | 8 days | Wed 8/1/18 | Fri 8/10/18 | | | | | | | | | | | | | | |
| 31 | Project Close Out | | 0% | 23 days | Wed 8/1/18 | Fri 8/31/18 | | | | | | | | | | | | | | |

Project: MSP Gymnasium Project
 Date: Fri 10/6/17

Page 1 of 1

C- SITE PLANS

PACIFIC TECHNOLOGY SCHOOL - SANTA ANA

SITE PLAN

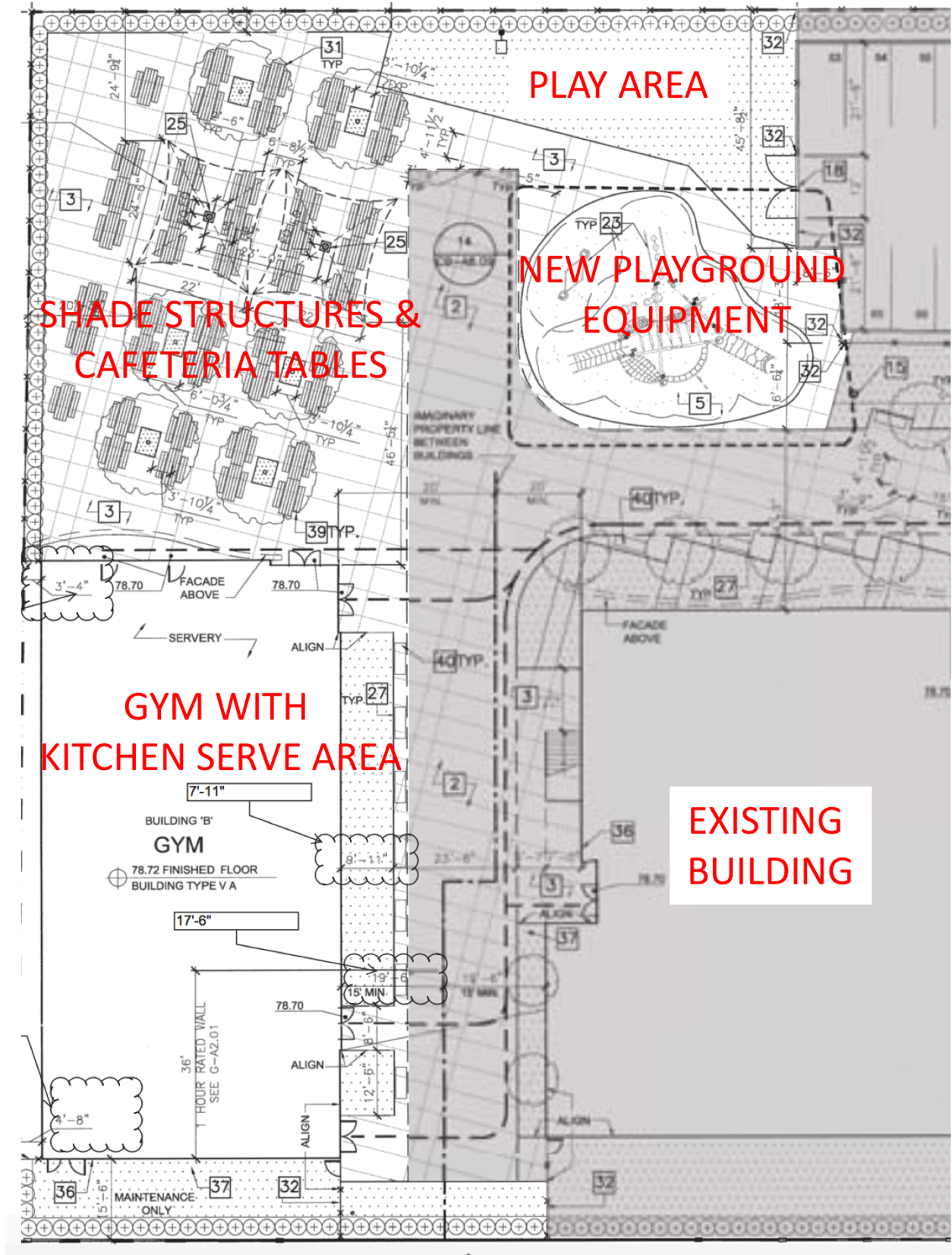
In 2012, Magnolia Public Schools chose Berliner and Associates Architecture (Berliner) to provide master planning and design services for Magnolia Public School's Pacific Technology School in Santa Ana, California.

The two-story, K-12 school will house 750 students in 34 classrooms. The design incorporates standard classrooms, lab classrooms, administration areas, and a gymnasium/multi-purpose room.



D- PLANNED CHANGES MARKED IN THE CURRENT CONSTRUCTION PLANS

Planned construction is only non-gray colored areas.



MSA - SANTA ANA GYM BUDGET (UPDATED 10/19/2017)

| Uses | | \$ | | | |
|--|---------------------|--|------------------------|--------------------|--|
| Soft Costs | | \$ 559,379.70 | | | |
| Hard Costs | | \$ 3,300,000.00 | | | |
| Total Project Costs | | \$ 3,859,379.70 | | | |
| Site Development Budget (Board date: 8-10-17) | | | | | |
| Use | Amount | Notes | 10/19 UPDATE | Under/(Over) | Site Development Budget Update date: 10-19-17) |
| Soft Costs | | | | | |
| Construction Management (Gafcon) | \$ 203,500 | | \$ 203,500.00 | \$ - | |
| Architect (Berliner) | \$ 230,027 | | \$ 221,027.00 | \$ 9,000 | |
| Inspection Services | \$ 40,000 | | \$ 150,000.00 | \$ (110,000) | 9 month project with special inspection and materials testing |
| LEGAL | | | \$ 10,000.00 | \$ (10,000) | |
| Agency Fees | \$ 35,000 | | \$ 15,000.00 | \$ 20,000 | DSA, District, City Fees (if applicable) |
| Subtotal Soft Cost | \$ 508,527 | | \$ 599,527.00 | \$ (91,000) | |
| Contingency @ 10% | \$ 50,853 | DSA, District, City Fees (if applicable) | \$ - | \$ - | - No contingency left - except agency fees |
| Total Soft Cost | \$ 559,380 | | \$ 599,527.00 | \$ (40,147) | Use Hard cost contingency and savings |
| Hard Costs | | | | | |
| Site Improvement: | \$ 3,000,000 | | \$ 2,899,592.37 | \$ 100,408 | TBD Oct 23- Scope reduced to include FFE |
| Grading & Paving | included | | included | included | |
| Utilities | included | | included | included | |
| Landscaping | included | | included | included | |
| Demolition and Grading | included | | Included | Included | |
| Testing | included | | included | included | |
| FFE | \$ - | | \$ 207,650.21 | \$ (207,650) | Including FFE, cafeteria tables, Floor, Shade, LV improvements |
| Subtotal Hard Cost | \$ 3,000,000 | | \$ 3,052,202.49 | | TBD (Oct 23, 2017) |
| Contingency | \$ 300,000 | 10% | \$ 152,610.12 | \$ - | - Contingency revised 5% per BID docs and agreement |
| Total Hard Cost | \$ 3,300,000 | | \$ 3,259,852.70 | \$ - | |
| Total Soft and Hard Cost | \$ 3,859,380 | | \$ 3,859,379.70 | \$ - | |

F- Furniture, Fixture and Equipment Budget

Total of **\$207,650.21** are estimated to cover Furniture, Fixture and Equipment including, cafeteria tables, gym floor, shade structures and, low voltage improvements.

| Item | Quantity | Estimated Cost |
|---|--------------|---------------------|
| Lockers for teachers | 2 | \$1,035.00 |
| Side Basketball Hoops (installation not included) | 4 | \$13,800.00 |
| Volleyball posts and nets (installation not included) | 1 | \$1,725.00 |
| Wall Mats (installation not included) | 120 | \$9,660.00 |
| Grill covers for light fixtures and thermostats | 10 | \$517.50 |
| Meal Serving tables | 2 | \$644.00 |
| Kitchen Shelving | 4 | \$506.00 |
| Kitchen Warmer | 4 | \$506.00 |
| Kitchen Refrigerator | 1 | \$2,530.00 |
| Kitchen Freezer | 1 | \$1,321.35 |
| Shades/canopy - to cover lunch area | 1 | \$6,900.00 |
| Fencing cover-permanent-Grid woven into fence | 1 | \$2,300.00 |
| Lunch tables | 30 | \$24,456.36 |
| Lunch tables ADA | 4 | \$3,749.00 |
| Floor Multi sport Athletic Surface , and striping | 1 | \$115,000.00 |
| Security cameras | 4 | \$3,500.00 |
| Cabling | | \$5,000.00 |
| PA system | | \$2,500.00 |
| HP Switches | | \$12,000.00 |
| | | |
| | Total | \$207,650.21 |