

Agreement for Inspector of Record (IOR) services. This agreement is made on the 10th day of May by and between Scotts Valley Unified School District, hereinafter called the Owner, and Wasinger Inspection Services Inc. hereinafter called the Inspector. The owner and the inspector set forth and agree as follows.

## SECTION 1 INSPECTOR/OWNER RELATIONSHIP

This contract is for inspections services provided by an independent contractor for reimbursement purposes. The inspector will be responsible to the owner, specifically the school board, as the School District's authorized agent, the architect and the Division of the State Architect (DSA). The owner will expect usual and customary reporting of the work adherence i.e., compliance with the approved plans, specifications, IOR's report on general inspection activities and progress, IOR's notification on existing, pending or probable problems.

The Inspector of Record is appointed by the owner upon being found satisfactory to the Division of the State Architect (DSA).

## SECTION 2 OWNER'S RESPONSIBILITY

- A. The owner shall be responsible for providing the inspector with an office space necessary and adequate for the performance of his work. The owner also agrees to provide necessary office furniture and utilities to support the office. (desks, chairs, file cabinets, plan table, telephone, fax, internet, etc.)
- B. The owner agrees to pay the inspector as compensation for his services a fee of not to exceed \$531,648. Travel costs will be charged for special trips. The inspector shall submit a monthly invoice for services on the first day of the month for services rendered in the previous month.
- C. The owner agrees to name the inspector as an additional insured on the owner's liability insurance policy so as to protect the inspector from incurring and expense for counsel should the inspector be named as a defendant or codefendant resulting from professional connection with the project.

## SECTION 3 INSPECTOR'S RESPONSIBILITIES

- A. The inspector shall conduct inspections of all parts of the work of construction in all stages of its progress to assure that all work is in accordance with the approved documents.
- B. The inspector shall work under the direction of the architect. All inconsistencies or seeming errors in the contract documents shall be reported to the architect in writing for interpretation and instructions.
- C. The inspector shall keep a file of approved contract documents on the site at all times, including all reports of testing and inspection required by the contract documents. The inspector shall have codes and regulations necessary to perform the required inspections.

- D. The inspector shall schedule all "special inspections and tests" and notify the architect of the results and keep files when each item is completed.
- E. The inspector shall maintain a record of all inspections and forward to the owner, architect, construction manager and DSA all reports required by Title 24, CCR.
- F. The inspector shall not authorize deviations from the contract documents or direct any portion of the work.
- G. The inspector shall not be responsible or liable for sufficiency of construction means, methods, techniques, sequences or procedures in connection with the project.
- H. The inspector will review and approve the general contractor's billing prior to submitting to the architect.

#### SECTION 4

#### HOLD HARMLESS-LIABILITY AND INSURANCE

It is understood and agreed by the parties that the inspector shall indemnify and hold harmless the Owner, its Executive Board, officers and employees from any claim, demand, liability, judgment or expense, including court costs, attorney's fees and other costs which may arise by reason of an Injury to persons or property sustained by the inspector in connection with the construction of the project.

#### SECTION 5

#### ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties. No other agreement made on or before the effective date of the agreement will be binding on the parties.

#### SECTION 6

#### GOVERNING LAW AND COMPLIANCE

This agreement is of inspection services for DSA application # 116046  
This agreement may be terminated by either party upon thirty (30) days written notice by registered or certified United States mail to the other party.

#### Scotts Valley Middle School

District: Scotts Valley Unified School District  
4444 Scotts Valley Drive suite  
Scotts Valley, Ca. 95066

Inspector: Ross Alioto  
41 Vista Drive  
Salinas, Ca. 93907

IN WITNESS WHEREOF, parties hereto have executed this agreement on the day and year first written above.

District:

BY Mike Smith  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

BY Bob Wagoner  
TITLE President  
DATE 05-10-17