

CONSTRUCTION INSPECTOR CONTRACT

This Construction Inspector Contract ("Contract") is made by and between the _____ ("Owner")
and _____ ("Inspector").

RECITALS

A. Owner has awarded a contract for a public works project ("Project") described as follows:

B. The Project is located at

C. Owner will require the services of an inspector, pursuant to the requirements of Title 21 and/or 24, California Code of Regulations, during the period of construction.

D. Inspector has been approved by both the Department of General Services and the project architect or engineer.

E. Inspector warrants and represents that he/she is competent to perform the duties and responsibilities required by this Contract.

TERMS

In consideration of the Recitals and mutual covenants set forth in this Contract, the parties agree as follows:

1. The above recitals are true and correct.

2. Inspector shall represent Owner as the Inspector of Record for the Project, and shall observe construction operations of the general contractor and subcontractors to insure that the work is constructed and completed in strict conformity with the plans, drawings, and specifications approved and adopted by Owner, and shall perform these duties under and pursuant to Title 21 and/or Title 24 of the California Code of Regulations. With Owner's consent, Inspector may employ or contract with other qualified and approved inspectors to provide the services required by this Contract as permitted under Title 21 and/or Title 24.

3. Inspector shall work with, and under the general supervision of, the architect and/or engineer and will immediately report to the architect/engineer and Owner any failure by the general contractor or subcontractors to comply with the approved plans, drawings, and specifications, or any attempted substitutions as to required materials and/or workmanship in any portion of the work.

4. Inspector shall monitor the progress of construction and report to the architect/engineer and Owner any deviations from the progress projections provided by the contractor. If the project contract does not require the contractor to develop and maintain progress schedules, Inspector shall report on deviations from anticipated progress.

5. Inspector shall be physically present at the construction site at all times during operations which require such presence, and at any additional times as deemed necessary by the architect/engineer and/or Owner.

6. Inspector shall make and submit to the architect/engineer an accurate and complete construction report or daily diary and such other supplementary reports as are necessary as the work progresses, on forms which shall be supplied for daily or future reference to such operations by Inspector. All such papers and documents shall be and remain the property of Owner. Inspector shall make and submit all reports required by applicable law, ordinance, or regulation.

7. Inspector shall have the authority to inform the general contractor of any work or materials which do not comply with requirements of the plans, drawings, and specifications; to reject defective materials and to suspend any work which is being improperly done, subject to the ultimate decision of the architect/engineer and Owner. Inspector shall notify architect/engineer and Owner of any such actions taken.

8. It is the intent of the parties that Inspector is hired as an independent contractor and not as an agent or employee of Owner. Nothing in this Contract shall be construed to mean that Owner retains any control over the manner and means of how Inspector carries out Inspector's duties and responsibilities under this Contract, but only as to the results of the work.

9. Owner shall pay to Inspector for and on account of services performed under this Contract the sum of \$_____ per [hour][day][month] (*circle one*). The daily report referred to in paragraph 6 shall include a log of time spent by Inspector in the performance of his/her duties under this Contract. It is understood that no deductions will be made from payments to Inspector on account of withholding for income tax, Social Security, health insurance, retirement, or any other benefits applicable to employees of Owner, nor shall inspector be entitled to any payment for any expenses unless expressly provided in this Contract.

10. Owner may require Inspector, prior to execution of this Contract, to possess and maintain during this Contract, policies of insurance satisfactory to Owner for general liability and Worker's Compensation, if applicable, and to name Owner as an additional insured on these policies. The rate for services specified in Section 9 does not reflect a requirement for Inspector to carry errors & omissions insurance. Should Owner require such insurance, in which Owner would be named as additional insured, the rate specified in Section 9 shall be increased by \$_____ per [hour][day][month] (*circle one*).

11. Inspector shall submit a monthly itemized statement to Owner on the 20th calendar day of each month. Payment will be due by the 15th calendar day of the following month. The itemized statement shall reflect the hours spent per workday by Inspector in performing his/her duties under this Contract.

12. If any portion of Inspector's work, or the charges for Inspector's work, arises from the failure of the contractor or any of the subcontractors to comply with the requirements of the project plans, drawings, or specifications, Inspector's time and charges relating to this work shall be separately reported to Owner together with sufficient backup materials as required to permit Owner to submit a backcharge to the contractor for such services and/or charges.

13. The term of this Contract shall be for the period of construction of the project which shall terminate when (1) the notice of completion is filed with the County Recorder or (2) the general contractor has completed all of the requirements of the contract documents, whichever occurs last.

14. Either party may terminate this Contract for cause in the event the other party commits a material breach of the Contract which is not cured within seven days after receiving written notice of the breach. In addition, Owner may terminate the Contract without cause on 15 days' advance written notice.

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

16. Inspector is advised and agrees that prevailing wage requirements apply in this Contract and on the Project. Inspector agrees to pay each employee, if any, engaged in work on the Project, as appropriate, not less than the general prevailing rate of per diem wages determined by the Director of the California Department of Industrial Relations.

The parties have executed this Contract at _____,
_____ County, California.

DATED: _____

By _____

Title _____

DATED: _____

By _____

Title _____