

**SAN BERNARDINO CITY UNIFIED SCHOOL
DISTRICT**



**REQUEST FOR PROPOSALS NO. 89
FOR
DIVISION OF THE STATE ARCHITECTS (DSA)
INSPECTORS OF RECORD AT VARIOUS DISTRICT
PROJECTS**

PROPOSALS DEADLINE DATE

April 27, 2011 at 4:00 p.m.

SUBMIT TO

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Facilities Management/Maintenance & Operations Department
956 W. 9th Street
San Bernardino, California 92411
Phone: (909) 388-6100
Attention: **Peace Aneke**

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PURPOSE OF THE RFP:

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (SBCUSD) Facilities Management Department acting by and through its Governing Board, hereinafter referred to as the District, is soliciting and issuing this Request for Proposals (“RFP”) and will receive up to, but no later than **April 27, 2011 by 4:00 p.m.**, proposals (“RFP”) from interested individuals, firms and entities who can provide Inspection Services as Division of the State Architect (DSA) Inspectors of Record (IOR) (“Services”) for various K-12 modernization, school expansions, new construction school projects and other school construction projects as needed. All qualified providers of services described in the Request for Proposals (RFP), including local individuals and firms are encouraged to submit RFPs. Detailed scope of services is attached herein as Exhibit A and incorporated thereof as though set forth in full.

Request for Proposals must be submitted in a sealed envelope, addressed as indicated on the front page, with the name and address of the consultant in the upper, left corner, under which should be clearly printed: **REQUEST FOR PROPOSALS FOR DSA INSPECTORS OF RECORD FOR VARIOUS SCHOOL PROJECTS.**

The District intends to establish a shortlist of Consultants through review and numerical ranking of the RFPs received. Subsequent to establishing the shortlist, the District plans to enter into negotiations for the purpose of entering a master service agreement with one or more of the selected Consultants. Upon the execution of master service agreements with Consultants, as the District identifies the need for the Services, the District will request additional qualifications and fee proposals from the approved Consultants for one or more specific project(s). **Consultants with existing master service agreements with the district for the same type of services are required to resubmit qualifications to be considered for selection under this RFP.** Upon selection of a consultant to perform the required services, a work order, called Assignment of Project (“AOP”), will be issued by the District for each individual or group of projects. The AOP will show a total not-to-exceed cost, specific details of the project and line items that specify the services to be provided by the Consultant. The District anticipates issuing numerous AOPs in order to meet the overall needs of the District. The execution of the master service agreement does not necessarily guarantee work for any Consultant.

The initial term of the contract shall be two (2) years from the Board of Education award. Contracts may be extended for successive one-year terms, not to exceed an accumulative total of five years, at the sole discretion of the District.

GENERAL BACKGROUND ON THE DISTRICT:

The San Bernardino City Unified School District is currently the eighth largest school district in California with approximately 66 schools in operation and a student enrollment of approximately 52,365. Currently the district has 44 elementary, 10 middle/prep

high, 8 high schools, 3 specialty schools and 1 adult school. The District is engaged in a \$900 Million plus Facilities Capital Improvement Program (FCIP). FCIP is a multi-faceted program designed to add capacity to the District and modernize and improve existing District facilities while keeping the District School Board, the community and potential vendors informed about improvements and construction taking place on District's schools and administrative buildings.

For additional information on the District, please visit the San Bernardino City Unified School District Internet web site at www.sbcusd.k12.ca.us or by calling (909) 381-1100.

***RFPs TIMELINE:**

Request for Proposals Issued	April 1, 2011
Deadline for Submittal of Questions	April 15, 2011
Responses to the Questions Submitted	April 20, 2011
Due Date for Submittal of RFPs	April 27, 2011 @ 4:00 pm
Anticipated Board Approval Date.....	June 7, 2011
Anticipated Notification to Pre-approved Firms.....	June 8, 2011

* Dates are subject to change.

QUESTIONS AND CLARIFICATION OF THE RFP

Questions, request for explanation or clarifications of any kinds in regards to this RFP shall be made in written form, submitted via email to Peace Aneke, Contract Analyst, Facilities Management/Maintenance and Operation Department at Peace.Aneke@sbcusd.com; by no later than 4:00 PM, April 15, 2011.

The District will advise all Consultants known to have received a copy of the RFP of responses to the requests received for explanation or clarification, either by email or via facsimile and on the District website at www.sbcusdfacilities.com; All Consultants are advised to check the District websites for any updates.

CONTENTS OF THE REQUEST FOR PROPOSALS

Consultants must submit one (1) original, three hard copies and a compact disc "CD" copy of the RFPs. All RFPs should address the following items in the order listed below. The RFPs are to demonstrate the qualifications, competence and capacity of the Consultant:

1. **Cover Letter/Letter of Interest** - Include a cover letter stating the eligibility of the firm to respond to this RFP, a brief description of the firm and statement of interest.
2. **Table of Contents** – The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers.
3. **Consultant Firm Data "Attachment 2"** – Each Consultant must completely answer the questions in Attachment 2 of the RFP. Note: **Questions may be answered in other sections of the RFP if clearly and conspicuously identified on the questionnaire.** The following shall be stated:
 - a. **Description Of Consultant's Company** – Include a description of qualifications for providing the requested services. Include information regarding the size of the company, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The Consultant shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
 - b. **Consultants Personnel and Staffing Resources** – Submit resume(s) or profiles of DSA-approved Inspectors of Record (IOR) who will be proposed to provide the requested services, including their qualifications and recent related experience providing similar services. Include an affirmative statement that the firm and all

assigned key professional staff are currently licensed to perform the services and hold all proper business or other required licenses. Resumes should include the Project Executive (if applicable), DSA Classes 1, 2 and 3 Project Inspectors. **Each individual IOR may be proposed by only one consultant. Multiple submittals of an IOR shall be rejected by the District and the proposing Consultants shall lose points on their qualifications ranking.**

- c. **Capacity & Methodology** – Describe how the firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting any deadlines. The District may assign the inspectors to provide inspection services at several sites concurrently and/or sequentially.
- d. **Experience and References** – Description of past performances of similar service and related experience. The Consultant is required to submit a list of its most relevant services provided in the last five (5) years as DSA Inspector of Record firm that are of the approximate size of services described in the Scope of Services, Exhibit A, including all School District clients. . The list shall include (1) the size of the project, (2) scope of the work, (3) date services were performed, (4) number of hours of service for the project, (5) client’s name and address, (6) client contact name and phone number.
- e. **Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service.
- f. **Local Business Participation** – Describe your plan for inclusion of local businesses in your services. A locally owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the County or the City and where the owner maintains an office in the City of San Bernardino. The District requires that at least ten (10) percent of all contracts for these services be set aside by the selected firm(s) for local businesses.
- g. **Litigation** – Furnish and provide specific information on any termination for default, litigations settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years. Identify if the consultant or any employee of consultant is a party to an existing dispute with an owner, owner’s consultants or contractors, or firm, related to any project that the consultant provided inspection services. If so, please describe the nature of the dispute and its anticipated outcome.

PREPARATION AND SUBMITTAL OF THE RFP

RFP Submittal and Deadline

One original, three hard copies and a CD copy of the RFPs must be submitted under sealed cover by no later than **4 p.m. on April 27, 2011**. Mark your company name, RFP title and RFP deadline on the outside of the sealed RFP envelope or box.

RFPs shall be delivered to the attention of:

Peace Aneke, Contract Analyst,
Facilities Management/Maintenance and Operations Department,
San Bernardino City Unified School District,
956 W. 9th Street,
San Bernardino, CA 92411
Peace.Aneke@sbcusd.com;

It is the sole responsibility of the consultant submitting the RFP to ensure that their RFP and any amendments are actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment, RFPs received after the time on the due date, will not be considered. Fax, email or telegraphic RFPs will not be accepted.

RFP Completeness

RFPs shall be completed in all respects as required by the instructions herein. A RFP may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A RFP will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the RFP.

District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of Consultants responding to the RFP including, but not limited to, the Consultant's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Consultant and will not be reimbursed by District.

District shall not pay for any costs incurred for RFP or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

Right To Use Ideas

All RFPs and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the RFP shall not affect this right.

Modification Or Withdrawal Of RFP

A Consultant may modify or withdraw a RFP after submission by written request of withdrawal and re-submission, provided that the RFP withdrawal is prior to the due date deadline specified.

Amendments

Consultants are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Consultants known to have received a copy of the RFP and/or by publishing the amendment on the District website: www.sbcusdfacilities.com; .

Equal Opportunity

The Consultant shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Consultant shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, in the performance of the work including but not limited to, preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Consultant or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful Consultant agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

Complete the Equal Opportunity Certification form, attached herein as Attachment No. 4, and return with the RFP.

Waiver or Breach Thereof

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

Covenant against Gratuities

The Consultant warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the RFP. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Consultant agreed to supply shall be borne and paid for by the Consultant. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

Indemnification

The Consultant, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. The Consultant shall secure and maintain General Liability Insurance which will protect it from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this RFP. Further, the successful Consultant(s) will be required to provide to the District evidence and the amount of Errors and Omissions Insurance i.e. Professional Liability Insurance currently in effect. Limits for Errors and Omissions Insurance are \$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named as additional insured.

Conflict of Interest

The Consultant is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Consultant further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

Independent Contractor

The Consultant represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

Precedence of Documents

The contract between the District and the successful Consultant(s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the proposal submitted by the Consultant to the District in response to the RFP, and (3) the consultant agreement included herein to be executed with the successful Consultant. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Consultant's RFP. In all other matters not affected by the written clarification, if any, the RFP shall govern.

Compliance with Laws

In connection with the furnishing of services or performance of work under this RFP, the Consultant agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

RFP EVALUATION, AWARD AND AGREEMENT

RFP Evaluation:

A District RFP Evaluation Committee will determine which, if any, RFP is in the District's overall best interest to accept. During the evaluation process, the District may request clarifications, explanations and answers from a proposer Consultant. The District may request any or all proposer Consultants to participate in a presentation and/or interview in regards to their RFP. Consultants must be able to be available for the presentation and/or interview within two days of request, unless another date has been agreed upon.

The District reserves the right to conduct negotiations with any or all proposer Consultants as determined by the DISTRICT to be in the best interest of the District.

Evaluation Criteria:

The evaluation of RFPs will include but not be limited to the following criteria:

1. **RFP Packet** – Completeness and clarity of RFP content.
2. **Consultant Qualifications** – Company size, years in business, licenses and certifications, etc. A minimum of five (5) years of experience as a licensed DSA Inspector in the State of California with at least three (3) years of that experience in K-12 public school projects.
3. **Consultant's Personnel and Staffing Resources** – Professional qualifications and specialized experience of the proposed staff including the quality of the firm's professional personnel to be assigned to District projects and the quality of the firm's management support personnel to be available for technical consultation and/or assistance; a percentage of the total score will be given to Consulting firms that identify their plan for recruiting and utilizing local businesses within the boundaries of the City of San Bernardino.
4. **Capacity & Methodology** – Current capacity and likelihood of the Consultant to successfully meet the needs of the District and fulfill the requirements of each RFP and AOP issued within the timelines given.
5. **Experience & References** – Experience and expertise of the firm in providing similar services to other public entities of comparable size and scope, especially a school district.
6. **Customer Service** – Willingness and availability of the Consultant to assist the District in the assessment, evaluation, administration, procedures, presentations and reporting regarding any DSA Inspector of Record services requirements.
7. **Fee Schedule** – Rates for different classifications of IOR to be utilized in any assignment.

GENERAL TERMS AND CONDITIONS

Local Businesses Participation

The District is vitally interested in promoting the growth of small and local businesses in the City of San Bernardino by means of increasing the participation of these businesses in the District's purchase of goods and services. The District requires that at least ten (10) percent of all contracts for these services be set aside by the selected firm(s) for local businesses. A locally owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the City and where the owner maintains an office. The Consultant will be required to certify on the invoices the names of local businesses utilized in any and all District assigned work.

District Obligation

Receipt of RFPs and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all RFPs, to waive any irregularities or informalities in any RFP or in the RFP process.

Award of Contract

This RFP implies no obligation to award contracts to any consultant. If it is in the best interest of the District, the District retains the sole and absolute right to select the firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the San Bernardino City Unified School District. The District reserves the right to reject all RFPs.

Approval To Start Work

The successful Consultant may perform work on any work order ("AOP") once a Master Services Agreement has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and purchase order issuance by the District.

Ownership Of Documents

All RFPs and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the successful Consultant. Successful Consultant agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

Joint Ventures

Where two or more firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.

Assignment

If a contract is issued to the successful Consultant(s), the contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the District to withhold consent from proposed assignments, or subcontracts when such transfer of responsibility would operate to decrease the District's likelihood of receiving performance on the contract. The District does not normally object to the granting of assignments for financial purposes, provided that the original Consultant retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without any additional written consent of the District.

Consultant's Power And Authority

The Consultant warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Consultant declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

Disputes

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

Prevailing Wages

Pursuant to SB 1999, prevailing wage rates are applicable only to the groups of inspectors as designated in the General Prevailing Wage Determination made by the Director of Industrial Relations (DIR).

Fingerprinting

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all consultants having any contacts with students without any clearance from the State Department of Justice. All assigned Project Inspectors shall comply with the fingerprinting clearance law prior to providing services at the school sites.

EXHIBIT A

SCOPE OF SERVICES – DSA INSPECTOR OF RECORD

The DSA Inspectors (Class 1, 2 and 3) shall provide to the District inspection services in accordance with Title 24 of California Code of Regulations (CCR). The specific services of the Consultant will vary from one “Assignment of Project” to another and will be specifically defined for each individual project. However, the tasks may include some or all of the services described hereunder

1.1 ALL ON-SITE INSPECTION SERVICES, INSPECTION-RELATED ACTIVITIES, AND SPECIAL INSPECTIONS

1.1.1 All On-Site Inspection Services and Inspection-Related Activities. The INSPECTOR’s inspection services shall consist of all on-site inspection services of the PROJECT and all inspection-related activities relating thereto, including, but not limited to, the services set forth hereunder.

1.1.1.1 Agent of the DISTRICT. INSPECTOR shall act as an agent for the DISTRICT at the PROJECT. Ensure compliance with code, plans, specifications and quality control required of a public works facility. Issue corrections and notify the DISTRICT and/or Construction Manager in writing if work does not conform to contract documents.

1.1.2 Special Inspections.

- .1 The INSPECTOR shall, if directed by the DISTRICT or the Architect, perform Special Inspections or oversee Special Inspections by specialty approved inspectors.
- .2 Special Inspections may be performed by the INSPECTOR if INSPECTOR has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the INSPECTOR shall manage coordination, scheduling and timely reporting of results to the DISTRICT, the Construction Manager (if applicable), the Architect, and the DSA if required.
- .3 The DISTRICT may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. The DISTRICT may require Special Inspection at the job site in addition to those listed hereinabove under .1 if deemed necessary because of the special use of the materials or methods of construction.

1.2 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

The INSPECTOR shall follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to the work. .

1.3 TITLE 24 CALIFORNIA CODE OF REGULATIONS, DISTRICT STANDARDS, DIVISION OF THE STATE ARCHITECT

The INSPECTOR shall ensure that the PROJECT Contractor's ("Contractor") installation of work is constructed to Title 24 California Code of Regulations, the DISTRICT standards and any other requirements of Public Agencies providing jurisdiction. Verifications shall include, but not be limited to, welding connections, electrical connections and material utilized in conformance with construction documents. The inspection shall be according to the Division of the State Architect ("DSA") inspection rules and regulations.

1.4 CONTINUOUS INSPECTION OF SINGLE OR MULTIPLE PROJECTS

The INSPECTOR shall perform continuous inspection of the PROJECT during the work of construction in all stages of its progress. Such inspection shall be conducted based on personal knowledge of the work of construction and shall ensure that the approved plans and specifications are completely executed. Continuous inspection means complete inspection of every part of the work. Work such as concrete or brick work that can be inspected only as it is placed shall require the constant presence of the INSPECTOR. Other types of work that can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In no case shall the INSPECTOR have or assume any duties that will prevent the INSPECTOR from providing continuous inspection.

1.5 INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS

The INSPECTOR shall become sufficiently acquainted with the PROJECT and the agreements between the DISTRICT and the Architect, Construction Manager (if applicable), and Contractor, to allow for the INSPECTOR's effective and productive interface between the DISTRICT, the Architect, the Construction Manager (if applicable), the Contractor, and governmental inspectors by government inspectors including but not limited to those government inspectors referred to in paragraph 1.9 herein.

1.6 JOB SITE MEETINGS

The INSPECTOR shall, as directed by the Architect, the DISTRICT, or the Construction Manager (if applicable), attend meetings held at the PROJECT site or the District Facilities or other location identified to the INSPECTOR by the District. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.

1.7 INSPECTOR'S RELATIONSHIP WITH ARCHITECT

The INSPECTOR shall consult with and work under the general direction of the Architect during the construction and installation phase of the PROJECT. Prior to commencement of work, the INSPECTOR shall cooperate with the Architect to develop an Inspection Plan for the Project. The INSPECTOR shall obtain from the Architect additional details or information when required at the PROJECT for the proper execution of the PROJECT. The INSPECTOR shall assist in the review of Contractor's submittals. The INSPECTOR shall review the plans and specifications. All inconsistencies or seeming errors noted by the INSPECTOR in the plans and specifications shall be immediately reported by the INSPECTOR, with written confirmation at the earliest possible time thereafter, to the

Architect, with a copy to the DISTRICT and Construction Manager (if applicable), for the Architect's interpretation and instructions relating thereto. In no case, however, shall the instruction of the Architect be construed by the INSPECTOR to cause work to be done that is not in conformity with approved plans, specifications and change orders. Interpretations received by the INSPECTOR from the Architect that cause deviations from the approved plans, specifications and change orders shall be referred by the INSPECTOR to the architect responsible for preparation of change orders to cover the required work.

1.8 INSPECTOR'S RELATIONSHIP WITH CONTRACTOR

The INSPECTOR, through the Contractor's representative, shall maintain liaison with the Contractor and all subcontractors on the PROJECT. The INSPECTOR shall consider and evaluate suggestions and recommendations that may be submitted by the Contractor to the Architect, and report verbally and confirm in writing the same to the Contractor, the Construction Manager (if applicable), and the Architect, with recommendations to the Construction Manager (if applicable), Architect and the DISTRICT for final decision.

1.9 GOVERNMENTAL AGENCIES HAVING JURISDICTION

1.9.1 Site Visits by Governmental Inspectors. If any governmental inspectors representing local, state or federal agencies having jurisdiction of the PROJECT should visit the PROJECT site, the INSPECTOR shall accompany such governmental inspectors during their visits through the PROJECT, and record in writing and report to the Construction Manager (if applicable), the Architect and the DISTRICT the results of such governmental inspections.

1.9.2 Notifications to Government Agencies and Inspectors. The INSPECTOR shall notify the governmental agencies and inspectors having authority over the PROJECT when the work is started on the PROJECT; at least forty-eight (48) hours in advance when foundation trenches will be complete; when the work is ready for footing forms; at least forty-eight (48) hours in advance of the first pour of concrete; and when the work is suspended for a period of more than two (2) weeks.

1.10 INSPECTOR'S JOB FILES

The INSPECTOR shall maintain orderly job files at the PROJECT site that include correspondence; reports of Project site conferences; minutes of job site meetings; shop drawings; and reproductions of the original Construction Contract of the Contractor ("Construction Contract"), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contract. The INSPECTOR shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. The INSPECTOR, as a condition of INSPECTOR's contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the PROJECT.

1.11 INSPECTOR'S DAILY RECORDS

The INSPECTOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by the INSPECTOR to be accurate and qualitative. Such reports shall record hours on the PROJECT site; weather conditions; construction procedures, where performed and any deviations therefrom; construction equipment and vehicles utilized; manpower assigned by the Contractor and subcontractors; equipment and materials delivered to the site, including INSPECTOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and INSPECTOR's determination that they meet submittal and specification requirements; daily activities; verbal instructions and clarifications of the work given to the Contractor; decisions that either clarify or deviate from the contract documents; general observations and specific observations in detail as in the case of PROJECT test procedures and results; occurrences or conditions that might affect the construction budget or schedule; any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken; telephone calls made of a substantial nature, including statements or commitments made during the call; and names of all visitors to the PROJECT site, including agency representation and agents of the DISTRICT. Said reports shall be in electronic format and be transmitted in a portable document format ("pdf") format, via e-mail, to the PROJECT Architect ("Architect"), Construction Manager (if applicable) and DISTRICT no later than the following day. Hard copies of said reports and/or job files shall be made available to the PROJECT Architect ("Architect"), the Construction Manager (if applicable), and the DISTRICT upon request. Failure to provide these Daily Records shall constitute a material breach of contract and may be cause for termination of this AGREEMENT by the DISTRICT.

1.12 INSPECTOR'S VERIFIED and SEMI-MONTHLY REPORTS

The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting electronic scanned pdf reports required by Title 24 as follows:

Copies of verified reports required by Title 24 CCR shall be submitted to the DISTRICT within five (5) work days of the end of the report period and within five (5) days of final acceptance for the final verified report.

Scanned pdf copies of semi-monthly reports required by Title 24 CCR shall be submitted to the DISTRICT within two (2) work days of the close of the report period. These reports shall include the following information as a minimum:

- a. A brief description of the work in progress by each trade or contractor with an estimate of the percentage completed to date.
- b. Notation of progress or other project related meetings conducted on site.
- c. Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.
- d. Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the CONTRACTOR from the architect or project engineer.
- e. Notation of all correction notices or notices of non-compliance issued to the contractor (include a copy of such notices with the report).
- f. Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
- g. Notation of the average number of workers and foremen on site each day for the report period.

- h. Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any work that was impeded.
- i. Notation of any deviation from the contractor's approved construction schedule.
- j. Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

1.12.1 Photo Documentation. INSPECTOR shall provide an electronic camera and shall take electronic photos of critical work items throughout the PROJECT, especially scope items that are concealed and underground utilities. A compact disc ("CD") is to be provided to the DISTRICT on the 5th of every month containing all of the photos taken during the previous month.

1.13 INSPECTOR'S RECORDS OF CONSTRUCTION PROCEDURES

1.13.1 Maintain all Records. The INSPECTOR shall maintain all of INSPECTOR'S inspection records of construction procedures on the PROJECT jobsite until the completion of the work. The INSPECTOR shall maintain a record of phases of construction procedures, if such construction procedures are required. All such record of construction procedure shall be kept on the job until the completion of work. These records shall be made a part of the permanent records of the DISTRICT.

1.13.2 Concrete-Pouring Operations. The INSPECTOR's records shall show the date, location and time of placing concrete and the date and time of removal of forms in each portion of the structure.

1.13.3 Welding Operations. The INSPECTOR's records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and any other relevant information.

1.13.4 Piles. The INSPECTOR's records shall, when piles are driven for foundations, include penetration under the last ten (10) blows for each pile.

1.14 TESTS

1.14.1 Advise in Advance, Observe and Record. The INSPECTOR shall advise the Architect, the Construction Manager (if applicable), and the DISTRICT in advance, verbally and in writing, of the schedules of tests and shall assist in scheduling the required tests and testing lab visitations and shall observe the tests at the PROJECT site that are required by the Construction Contract. The INSPECTOR shall record in writing all necessary details relative to the test procedures and results.

1.14.2 Testing Services for Observation. The INSPECTOR shall observe and record all testing services.

1.15 CERTIFICATION DOCUMENTATION

The INSPECTOR shall ensure that all required certification documentation relative to the PROJECT is received in a timely manner by the Construction Manager (if applicable), and the DISTRICT.

1.16 CONTRACTOR'S DEVIATIONS IN THE WORK

Whenever the INSPECTOR observes that the Contractor is performing any portion of the PROJECT in deviation from the approved plans, specifications or change orders or in violation of any local, state or federal codes, or contrary to approved revisions to any of the above, the INSPECTOR shall, if such deviation or violation is not immediately corrected by the Contractor when brought to the attention of the Contractor by the INSPECTOR, immediately direct the Contractor in writing, while simultaneously notifying the Architect, the Construction Manager (if applicable), and the DISTRICT, to cease installation of that nonconforming portion of the PROJECT, pending further decision by the Architect and the DISTRICT; and shall, in all cases, whether or not said deviations or violations are immediately corrected by the Contractor, make a written record of same. The INSPECTOR shall deliver copies of the writings referred to in this paragraph to the DISTRICT within twenty-four (24) hours of INSPECTOR'S origination of the writings.

1.17 DEFECTIVE WORK

If the INSPECTOR determines that any portion of the PROJECT is defective and such defect requires that portion of the work to be rejected, the INSPECTOR shall immediately report said defective work to the Architect, the Construction Manager (if applicable), and the DISTRICT. The INSPECTOR's initial report regarding such defective work may be either verbal or in writing, whichever form is deemed more appropriate by the INSPECTOR under the circumstances. However, if such initial report is verbal, the INSPECTOR shall confirm said verbal report in writing within one (1) calendar day.

1.18 FAILURE TO NOTIFY THE ARCHITECT, THE CONSTRUCTION MANAGER, AND THE DISTRICT

INSPECTOR's failure to notify the Architect, the Construction Manager (if applicable), and the DISTRICT of work not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause for termination by the DISTRICT.

1.19 CONSTRUCTION SCHEDULE, POTENTIAL DELAYS IN SUBSTANTIAL COMPLETION

The INSPECTOR shall be alert to the construction schedule and to any conditions that may cause delay in substantial completion of the PROJECT. Upon observing such conditions, the INSPECTOR shall report the same immediately and, within one (1) calendar day of observing such conditions, confirm the same in writing to the Architect, the Construction Manager (if applicable), and the DISTRICT.

1.20 PAYMENT REQUESTS

The INSPECTOR shall review the Contractor's pay requests prior to the issuance of Architect's and Contractor's certificate of payment to the Construction Manager (if applicable) and the DISTRICT and indicate whether amounts claimed by the Contractor are, in the INSPECTOR's opinion, correct. The INSPECTOR'S approval of pay requests shall be shown by signature of the INSPECTOR on the pay request.

1.21 CONSTRUCTION AT EXISTING FACILITIES

The INSPECTOR shall, where existing facilities are to be maintained in operation during the PROJECT, assist as a liaison between the Construction Manager (if applicable), the DISTRICT and the Contractor in order to prevent materially adverse disruption to the DISTRICT's operations at or near the PROJECT site.

1.22 EARLY OCCUPANCY OF FACILITY

INSPECTOR shall, in the event that DISTRICT should occupy the PROJECT or any portion thereof prior to substantial completion, assist in the development, between DISTRICT, the Construction Manager, the Architect and the contractors, of a list of incomplete items and the general conditions of areas to be occupied by DISTRICT prior to substantial completion.

1.23 AS-BUILT DRAWINGS

INSPECTOR shall review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractors, as set forth in the Construction Contracts, and determines that such As-Built drawings are updated by the contractors on a monthly basis prior to the processing of Contractors' monthly payment requests.

1.24 PUNCH LIST ITEMS

INSPECTOR shall, after substantial completion of the Assigned Project or completion of a portion thereof, assist the Architect, the Construction Manager and DISTRICT in the creation of a punch list and check each punch list item to verify that it is corrected in accordance with the Construction Contracts, plans and specifications.

1.25 OFFICE SPACE

The INSPECTOR shall be responsible for providing vehicle and special equipment, personal computer and related equipment, printer and any clerical support and other goods and supplies necessary to perform services as required by the scope of work.

1.26 CLOSE-OUT WITH DSA AND OTHER GOVERNMENTAL AGENCIES

The INSPECTOR shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC and DSA, in a timely manner and ensure proper PROJECT closeout and DSA certification.

ATTACHMENT 1



SAMPLE COPY ONLY

***AGREEMENT FOR
INSPECTOR OF RECORD SERVICES***

BETWEEN

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

AND

INSPECTOR OF RECORD NAME

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Exhibit B: *Fee Schedule for Additional Services*

Exhibit C: *Contractor Certification - Concerning Department of Justice (DOJ)
fingerprint and criminal background investigation requirements of
Education Code section 45125.1 et seq.*

Exhibit D: *Part A (Not-To-Exceed Rate Sheet) and Part B (Staffing List)*

Exhibit E: *Invoice Format*

AGREEMENT FOR INSPECTOR OF RECORD SERVICES

This Agreement for Inspector of Record Services, hereinafter referred to as “AGREEMENT,” is made and entered into this [Date] day of [Month], in the year 20[Year], by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, a public school district organized and existing pursuant to the laws of the State of California, hereinafter referred to as “DISTRICT,” with principal offices located at 777 North “F” Street, San Bernardino, California, 92410, and [Name of INSPECTOR], hereinafter referred to as “INSPECTOR,” located at [Complete Address of INSPECTOR]. This AGREEMENT shall include all terms and conditions set forth herein.

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any person or persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such person or persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, INSPECTOR itself is, or those hired by INSPECTOR are, specially trained, experienced and competent to render the special services required by DISTRICT, and such services are needed by DISTRICT on a limited bases; and

WHEREAS, DISTRICT desires to engage INSPECTOR to perform certain professional inspection services for DISTRICT in connection with Assigned Projects “[Assigned Project]”, and INSPECTOR represents that INSPECTOR is fully qualified and willing to perform the services hereunder;

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

ARTICLE 1

TERM OF AGREEMENT AND ASSIGNMENT OF PROJECT

1.1 PERIOD OF AGREEMENT

This Agreement shall be for the period beginning [beginning date] and continuing through [ending date], unless terminated earlier by DISTRICT or INSPECTOR as provided hereunder.

1.2 ASSIGNMENT OF PROJECT (AOP)

One or more construction projects may be assigned to INSPECTOR from time to time throughout the term of the Agreement which assignments shall be made in writing over the signatures of DISTRICT and INSPECTOR on Form *New Construction and Modernization Assignment of Project (AOP)*, EXHIBIT A to the Agreement. An EXHIBIT A shall be executed for each project (“Assigned Project”).

ARTICLE 2
INSPECTOR'S SCOPE OF WORK

2.1 ALL ONSITE AND OFFSITE INSPECTION SERVICES, INSPECTION-RELATED ACTIVITIES, AND SPECIALTY INSPECTIONS

2.1.1 All Onsite and Offsite Inspection Services and Inspection-Related Activities. INSPECTOR's inspection services shall consist of all onsite and offsite inspection services of the Assigned Project and all inspection-related activities relating thereto, including, but not limited to, the services set forth under this Article.

2.1.2 Specialty Inspections.

.1 Continuous. Specialty Inspections shall be continuous. INSPECTOR shall provide approved specialty inspectors satisfactory to DISTRICT when directed to do so by DISTRICT in connection with work performed by contractors on the Assigned Project. INSPECTOR shall provide to DISTRICT documentation acceptable to DISTRICT that evidences a specialty-approved inspector's qualifications to perform Specialty Inspections. INSPECTOR shall oversee any and all Specialty Inspections.

.2 Specially Approved. Specialty Inspections may be performed by INSPECTOR if INSPECTOR has been specially approved for such purposes and INSPECTOR produces documentation thereof satisfactory to DISTRICT. INSPECTOR shall not perform Specialty Inspections that duplicate Specialty Inspections performed by other specialty inspectors. INSPECTOR shall ensure that DISTRICT is not charged for duplicate inspection services of any kind.

.3 Division of the State Architect and California Building Code Requirements. When specialty inspectors are required to comply with Division of the State Architect ("DSA") or California Building Code requirements, INSPECTOR shall manage the coordination, scheduling and timely reporting of results of the specialty inspections to DISTRICT, the Construction Manager, the Architect of Record ("Architect"), and the DSA.

.4 Offsite Specialty Inspections. INSPECTOR shall, upon DISTRICT's advance written direction, perform offsite specialty inspections of items manufactured or assembled offsite, including, but not limited to, in-plant inspections during the manufacturing and/or assembly process of such items.

2.2 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

INSPECTOR shall follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to the services hereunder.

2.3 TITLE 24 CALIFORNIA CODE OF REGULATIONS, DISTRICT STANDARDS, and DSA

INSPECTOR shall verify that the performance of the work on the Assigned Project is to Title 24 California Code of Regulations, District standards and other requirements of public agencies having jurisdiction over one or more aspects of the Assigned Project. Said verification shall include, but not be limited to, welding connections, electrical connections and material utilized in conformance with construction documents. The inspection shall be according to the DSA inspection rules and regulations in effect at the time of the inspection and as they may be updated

from time to time. Further, the applicable versions of codes and jurisdictional regulations shall be as specified in the approved, permitted plans and specifications.

2.4 CONTINUOUS INSPECTION

INSPECTOR shall perform continuous inspection of all work performed by contractors on the Assigned Project. Such inspection shall be conducted based on personal observation of the work and shall confirm that all of the work is in full compliance with DSA-approved plans and specifications. Continuous inspection means complete inspection of every part of the work. Work such as concrete or brickwork that can be inspected only as it is placed shall require the constant presence of INSPECTOR. Other types of work that can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In no case shall INSPECTOR have or assume any duties that will prevent INSPECTOR from providing continuous inspection.

2.5 DISTRICT FORMS

INSPECTOR shall use the forms specified in the Agreement and forms that DISTRICT instructs INSPECTOR to use in INSPECTOR'S performance of the Agreement.

2.6 JOB SITE MEETINGS

INSPECTOR shall, as directed by the Architect, DISTRICT or the Construction Manager, attend meetings held at the Assigned Project site, DISTRICT facilities or other location identified to INSPECTOR. Such meetings shall include, but not be limited to, billing meetings, specification reviews, coordination meetings and progress meetings.

2.7 INSPECTOR'S RELATIONSHIP WITH ARCHITECT AND CONSTRUCTION MANAGER

2.7.1 Relationship with Architect. INSPECTOR shall consult with and work under the general direction of the Architect during the construction and installation phase of the Assigned Project. Prior to commencement of work, INSPECTOR shall meet and confer with the Architect to develop an inspection plan for the Assigned Project and submit a copy of the inspection plan to DISTRICT for review. INSPECTOR shall obtain from the Architect additional details or information as required for the proper undertaking and completion of the Assigned Project. INSPECTOR shall assist in the review of contractors' submittals. INSPECTOR shall review the plans and specifications. All inconsistencies or seeming errors noted by INSPECTOR in the plans and specifications shall be immediately reported by INSPECTOR, with written confirmation at the earliest possible time thereafter, to the Architect, with a copy to DISTRICT and the Construction Manager, for the Architect's interpretation and instructions relating thereto. In no case, however, shall the instruction of the Architect be construed by INSPECTOR to cause work to be done that is not in conformity with approved plans, specifications and change orders. Interpretations received by INSPECTOR from the Architect that cause deviations from the approved plans, specifications and change orders shall be referred by INSPECTOR back to the Architect for necessary documentation or written directive, including, when required, a change order to cover the required work.

2.7.2 Relationship with Construction Manager. INSPECTOR shall consult and coordinate with the Construction Manager during the construction and installation phase of the Assigned Project. Prior to commencement of the work, INSPECTOR shall review the inspection plan referenced under Subparagraph 2.7.1 above with the Construction Manager. INSPECTOR shall obtain from the Construction Manager additional details

and information as may be required for the proper undertaking and completion of the Assigned Project.

2.8 INSPECTOR'S RELATIONSHIP WITH CONTRACTORS

INSPECTOR shall maintain communications with all contractors and subcontractors on the Assigned Project. INSPECTOR shall consider and evaluate suggestions and recommendations that may be submitted by the contractors to the Architect and shall report verbally, and confirm in writing the same, INSPECTOR's recommendations to the Architect, the Construction Manager and the contractor for final decision.

2.9 GOVERNMENTAL AGENCIES HAVING JURISDICTION

2.9.1 Site Visits by Governmental Inspectors. If any governmental inspectors representing local, state or federal agencies having jurisdiction of the Assigned Project should visit the site, INSPECTOR shall accompany such governmental inspectors during their visits through the Assigned Project, and record in writing and report to the Construction Manager, the Architect and DISTRICT the results of such governmental inspections.

2.9.2 Notifications to Government Agencies and Inspectors. INSPECTOR shall notify the governmental agencies and inspectors having jurisdiction over the Assigned Project when the work is started on the Assigned Project; at least forty-eight (48) hours in advance when foundation trenches will be complete; when the work is ready for footing forms; at least forty-eight (48) hours in advance of the first pour of concrete; and when the work is suspended for a period of more than two (2) weeks.

2.10 INSPECTOR'S JOB FILES

INSPECTOR shall maintain orderly job files at the Assigned Project site that include correspondence; reports of Assigned Project site conferences; minutes of job site meetings; shop drawings; and reproductions of the original Construction Contracts of the Contractors ("Construction Contracts"), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contracts. INSPECTOR shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. INSPECTOR, as a condition of INSPECTOR's contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the Assigned Project.

2.11 INSPECTOR'S DAILY RECORDS

INSPECTOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by INSPECTOR to be accurate and qualitative. Such reports, which shall in all cases be completed within twenty-four (24) hours from the end of the timeframe covered by the daily record, shall record hours on the Assigned Project site; weather conditions; construction procedures, where performed and any deviations therefrom; construction equipment and vehicles utilized; personnel assigned by the Contractor and subcontractors; equipment and materials delivered to the site, including INSPECTOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and INSPECTOR's determination that they meet submittal and specification requirements; daily activities; verbal instructions and clarifications of the work given to the Contractor; decisions that either clarify or deviate from the contract documents; general observations and specific observations in detail as in the case of Assigned Project test procedures and results; occurrences or conditions that might affect the construction budget or schedule; any work or material in place that does not correspond with the drawings or

specifications, as well as resulting action taken; telephone calls made of a substantial nature, including statements or commitments made during the call; and names of all visitors to the Assigned Project site, including, but not limited to, agency representation and agents of DISTRICT. Such reports and/or job files shall be made available to the Assigned Project Architect, Construction Manager, and/or DISTRICT upon request. Failure by INSPECTOR to provide such daily records as provided herein shall constitute a material breach of contract and may be cause for termination of this Agreement by DISTRICT.

2.12 INSPECTOR'S VERIFIED AND SEMIMONTHLY REPORTS

INSPECTOR shall keep DISTRICT thoroughly informed as to the progress of the work by submitting reports required by Title 24 as follows:

Copies of verified reports required by Title 24 CCR shall be submitted to DISTRICT within five (5) work days of the end of the report period and within five (5) days of final acceptance for the final verified report.

Copies of semi-monthly reports required by Title 24 CCR shall be submitted to DISTRICT within two (2) work days of the close of the report period. These reports shall include the following information as a minimum:

- a. A brief description of the work in progress by each trade or contractor with an estimate of the percentage completed to date.
- b. Notation of progress or other Assigned Project-related meetings conducted on site.
- c. Notice of all visitors to the site to include the dates of their visit and a brief description of their visit.
- d. Notation of all approved submittals, change orders, bulletins, and requests for information or clarification received by the contractors from the Assigned Project Engineer or Architect.
- e. Notation of all correction notices or notices of non-compliance issued to the contractor (include a copy of such notices with the report).
- f. Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
- g. Notation of the average number of workers and foremen on site each day for the report period.
- h. Notice of any delays due to adverse weather conditions, including a brief description of the circumstances, dates and times, and any work that was impeded.
- i. Notation of any deviation from the contractor's approved construction schedule.
- j. Certification that the construction activities and materials comply with approved Assigned Project documents unless otherwise specifically noted in the report.

2.13 INSPECTOR'S RECORDS OF CONSTRUCTION PROCEDURES

2.13.1 Maintain all Records. INSPECTOR shall maintain all of INSPECTOR'S inspection records of construction procedures on the Assigned Project jobsite until the completion of the work. INSPECTOR shall maintain a record of phases of construction procedures, if such construction procedures are required.

2.13.2 Concrete-Pouring Operations. INSPECTOR's records shall show the date and time of placing concrete and the date and time of removal of forms in each portion of the structure.

2.13.3 Welding Operations. INSPECTOR's records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and any other relevant information.

2.13.4 Piles. INSPECTOR's records shall, when piles are driven for foundations, include penetration under the last ten (10) blows for each pile.

2.14 TESTS

2.14.1 Advise in Advance, Observe and Record. INSPECTOR shall advise the Architect, the Construction Manager and DISTRICT in advance, verbally and in writing, of the schedules of tests and shall observe the tests at the Assigned Project site that are required by the Construction Contracts. INSPECTOR shall record in writing any and all necessary details relative to the test procedures and results.

2.14.2 Observation of Materials Testing. INSPECTOR shall observe and maintain records of all materials testing in connection with the Assigned Project.

2.15 CERTIFICATION DOCUMENTATION

INSPECTOR shall ensure that all required certification documentation relative to the Assigned Project is received in a timely manner by the Construction Manager and DISTRICT.

2.16 CONTRACTORS' AND SUBCONTRACTORS' DEVIATIONS IN THE WORK

Whenever INSPECTOR observes that a contractor or subcontractor is performing any portion of the Assigned Project in deviation from the approved plans, specifications or change orders or in violation of any local, state or federal codes, or contrary to approved revisions to any of the foregoing, INSPECTOR shall immediately direct the contractor, both verbally and in writing, while simultaneously notifying the Architect, the Construction Manager and DISTRICT, to cease installation of that nonconforming portion of the Assigned Project, pending further decision by the Architect and DISTRICT. INSPECTOR shall, in all cases, whether or not said deviations or violations are immediately corrected by the contractor, make a written record of same. INSPECTOR shall deliver copies of the written communications to DISTRICT within twenty-four (24) hours of INSPECTOR'S origination of such written communications.

2.17 DEFECTIVE WORK

If INSPECTOR determines that any portion of the Assigned Project is defective and such defect requires that portion of the work to be rejected, INSPECTOR shall immediately report such defective work to the Architect, the Construction Manager and DISTRICT. INSPECTOR's initial report regarding such defective work may be either verbal or in writing, whichever form is deemed more appropriate by INSPECTOR under the circumstances. However, if such initial report is verbal, INSPECTOR shall confirm such verbal report in writing within twenty-four (24) hours of the time that INSPECTOR identified the defective work.

2.18 FAILURE TO NOTIFY THE ARCHITECT, THE CONSTRUCTION MANAGER AND THE DISTRICT

INSPECTOR's failure to notify the Architect, the Construction Manager and DISTRICT of work that, to INSPECTOR's knowledge, is not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause for termination of this Agreement by DISTRICT.

2.19 CONSTRUCTION SCHEDULE AND POTENTIAL DELAYS IN SUBSTANTIAL COMPLETION

INSPECTOR shall be alert to the construction schedule and to any conditions that may cause delay in substantial completion of the Assigned Project. Upon observing such conditions, INSPECTOR shall report the same immediately and, within twenty-four (24) hours of observing such conditions, confirm the same in writing to the Architect, the Construction Manager and DISTRICT.

2.20 PAYMENT REQUESTS

2.20.1 Inspector's Review and Approval. INSPECTOR shall review the contractors' pay requests prior to the issuance of Architect's and Contractors' certificate of payment to the Construction Manager and DISTRICT. INSPECTOR shall indicate whether amounts claimed by the Contractors conform, in INSPECTOR's opinion, to the work completed or forecast for completion and/or quantities of materials used and stored on the Assigned Project site. INSPECTOR'S approval of pay requests, which shall be completed within forty-eight (48) hours of INSPECTOR's receipt of same, shall be indicated by INSPECTOR's signature on the pay request.

2.20.2 Laboratories and Specialty Inspections. INSPECTOR shall review all invoices, prior to their submittal, in connection with work performed by all laboratories and specialty inspections.

2.20.3 Retests. INSPECTOR shall confirm any and all retests.

2.20.4 Documentation for Backcharges. INSPECTOR shall provide documentation and related information to the Construction Manager in connection with any and all backcharges to Contractors.

2.21 CONSTRUCTION AT EXISTING FACILITIES

INSPECTOR shall, where existing facilities are to be maintained in operation during the Assigned Project, assist as a liaison between the Construction Manager, DISTRICT and the contractors in order to prevent materially adverse disruption to DISTRICT's operations at or near the Assigned Project site.

2.22 EARLY OCCUPANCY OF FACILITY

INSPECTOR shall, in the event that DISTRICT should occupy the Assigned Project or any portion thereof prior to substantial completion, assist in the development, between DISTRICT, the Construction Manager, the Architect and the contractors, of a list of incomplete items and the general conditions of areas to be occupied by DISTRICT prior to substantial completion.

2.23 AS-BUILT DRAWINGS

INSPECTOR shall review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractors, as set forth in the Construction Contracts, and determines that such As-Built drawings are updated by the contractors on a monthly basis prior to the processing of Contractors' monthly payment requests.

2.24 PUNCH LIST ITEMS

INSPECTOR shall, after substantial completion of the Assigned Project or completion of a portion thereof, assist the Architect, the Construction Manager and DISTRICT in the creation of a punch list and check each punch list item to verify that it is corrected in accordance with the Construction Contracts, plans and specifications.

2.25 ADDITIONAL SERVICES

If INSPECTOR undertakes Additional Services (“Additional Services”) not set forth under this Agreement or not set forth under an AOP hereunder, consideration for such Additional Services shall be as mutually agreed upon in writing between DISTRICT and INSPECTOR prior to INSPECTOR’s performance of such Additional Services. Additional Services shall be agreed upon by DISTRICT and INSPECTOR and authorized in writing by DISTRICT prior to INSPECTOR’s performance of such services, and INSPECTOR shall not be entitled to compensation for Additional Services unless written DISTRICT authorization has been granted prior to INSPECTOR’s performance of such Additional Services. INSPECTOR shall provide an itemized fee schedule (EXHIBIT B) showing the hourly rate for staff providing any additional services. EXHIBIT B – Fee Schedule for Additional Services, is hereby incorporated herein and made a part thereof of this Agreement.

ARTICLE 3

ADDITIONAL PROVISIONS RELATING TO SCOPE OF INSPECTOR’S SERVICES

3.1 DISTRICT OWNERSHIP OF INSPECTOR’S PROJECT RECORDS

All records and writings of every kind generated and/or maintained by INSPECTOR and arising out of or in any manner connected with INSPECTOR’s work on the Assigned Project shall be and remain the work product and property of DISTRICT and, as such, shall be under the exclusive control of DISTRICT.

3.2 INSPECTOR’S OWN LABOR AND SUPPLIES

INSPECTOR shall provide all of INSPECTOR’s own labor, supplies, equipment, materials and every other item as INSPECTOR deems necessary within the scope of results to be achieved herein.

3.3 INSPECTOR ULTIMATELY RESPONSIBLE

INSPECTOR shall be ultimately responsible for the results to be achieved under this Agreement. INSPECTOR itself, or others hired by and under the control of INSPECTOR, may provide the services necessary to achieve the results required under this Agreement.

3.4 INDEPENDENT CONTRACTOR

INSPECTOR shall perform services to achieve the results required herein in INSPECTOR’s own independent manner as in independent contractor in the pursuit of INSPECTOR’s independent calling and not as an employee of DISTRICT. INSPECTOR shall be under the control of DISTRICT regarding the results to be accomplished herein, but not with respect to the means and manner by which such results are to be accomplished.

3.5 NO CAPACITY AS DISTRICT EMPLOYEE

INSPECTOR understands that, as an independent contractor, INSPECTOR is not an employee of DISTRICT and agrees that INSPECTOR will not purport to be nor represent itself as a DISTRICT employee, officer or agent. INSPECTOR agrees that it will not act as nor perform in the capacity of a District employee. INSPECTOR further agrees that it will specifically explain its status as an independent contractor and non-DISTRICT employee to those that INSPECTOR comes into contact with, including District employees and non-DISTRICT employees, as a result of INSPECTOR's services performed herein, in order to prevent any misconceptions on the part of third parties that INSPECTOR is an employee or representative of DISTRICT.

3.6 BACKGROUND CHECK REQUIREMENTS

INSPECTOR agrees to conduct and to certify to DISTRICT that INSPECTOR has completed all background check requirements of Education Code Sections 45122.1 and 45125.1 and to return all Contractor Certification forms to DISTRICT in advance of providing any contracted services described herein to DISTRICT. Any expenses incurred by INSPECTOR in implementing the requirements set forth under this Paragraph 3.6 shall be the sole responsibility of INSPECTOR. The required form, *Contractor Certification - Concerning Department of Justice (DOJ) fingerprint and criminal background investigation, requirements of Education Code section 45125.1 et seq.*, is attached to this Agreement as Exhibit C.

3.7 DISABLED VETERAN'S BUSINESS ENTERPRISE (DVBE)

INSPECTOR agrees to comply with DISTRICT's Disabled Veteran Business Enterprise (DVBE) Policy No. 3323. INSPECTOR shall complete and return to the DISTRICT the DVBE Anticipated Participation Statement, which is included as an enclosure with the Agreement Package.

3.8 NO DOUBLE COMPENSATION

INSPECTOR shall provide INSPECTOR's services at such times as INSPECTOR itself determines within the scope of the results to be achieved herein. If INSPECTOR is a regular employee of a public agency, all services rendered by INSPECTOR under this Agreement shall be performed at times other than during INSPECTOR's regular assigned workday for said public agency, or during periods of INSPECTOR's vacation or leave of absence from said public agency, in order that INSPECTOR shall not receive double compensation from public tax dollars for INSPECTOR's time. For the purposes of this Paragraph 3.7, a public agency shall be defined as any governmental agency or agent that is supported by public tax dollars.

3.9 INTERNAL REVENUE SERVICE FORM W-9

INSPECTOR shall complete and return to DISTRICT the Internal Revenue Service Form W-9, which is included as an enclosure with the Agreement package.

ARTICLE 4 RESPONSIBILITIES OF DISTRICT

4.1 FURNISHING INFORMATION TO INSPECTOR

DISTRICT will prepare and furnish to INSPECTOR, upon INSPECTOR's request, such information as is reasonably necessary to the performance of INSPECTOR's services under this RFP No. 89 - DSA Inspectors of Record Services

Agreement. INSPECTOR understands that all information provided by DISTRICT to INSPECTOR is the property of DISTRICT and shall not be removed from DISTRICT's possession. Failure to keep such information confidential or failure to return such information when requested by DISTRICT shall be reasonable cause for termination by DISTRICT of this Agreement and may subject INSPECTOR to liability for damages to DISTRICT.

4.2 FURNITURE AND EQUIPMENT SUPPLIED BY DISTRICT

DISTRICT will provide INSPECTOR with a field office, desk and chair, filing cabinets, photocopier, telephone and fax at the jobsite. INSPECTOR shall be responsible for providing its own vehicles, special equipment, personal computers and related equipment, printer and any clerical support and other goods and supplies necessary to perform services as required by the Agreement.

ARTICLE 5 INSPECTOR'S FEE AND DISTRICT'S PAYMENT THEREOF

5.1 INSPECTOR'S COMPENSATION

DISTRICT agrees to compensate INSPECTOR for all inspector of record services rendered under the Agreement. INSPECTOR shall provide a Not-To-Exceed (NTE) amount for proposed services based on the scope of work. INSPECTOR shall bill DISTRICT on an hourly basis showing the hourly rate for the assigned staff using EXHIBIT D – Part A (Not-To-Exceed Rate Sheet) and Part B (Staffing List), incorporated herein and made a part thereof of this Agreement.

5.2 FEE INCLUSIVE

INSPECTOR's fee shall be inclusive of all services herein and DISTRICT will pay the INSPECTOR no separate or additional amounts for travel or for any other expenses incurred by INSPECTOR under this Agreement. INSPECTOR may be reimbursed by DISTRICT for reasonable expenses, substantiated by backup documentation satisfactory to DISTRICT, and incurred by INSPECTOR in connection with offsite inspections as directed in advance, in writing, by DISTRICT and as provided for under Subparagraph 2.1.2.4 hereinabove.

5.3 NO FEE FOR SERVICES CONTEMPLATED

DISTRICT shall not owe INSPECTOR any fee for services contemplated hereunder but not performed by INSPECTOR.

5.4 PREVAILING WAGE LAWS

Payment for all fees received by INSPECTOR under this Agreement shall be subject to all prevailing wage laws.

5.5 NO FEDERAL OR STATE WITHHOLDING

DISTRICT will not withhold federal or state income tax deductions from payments made to INSPECTOR under this Agreement.

ARTICLE 6
INSPECTOR'S INVOICES

6.1 MONTHLY SUBMISSION AND FORMAT OF INVOICES

6.1.1 Monthly Invoice. It is important to DISTRICT that DISTRICT monitor expenditures for inspector of record services on a monthly basis. Therefore, INSPECTOR shall, in a timely manner and for the duration of INSPECTOR's work on the Assigned Project, submit an invoice to DISTRICT for each month during which INSPECTOR has provided services. Such invoice shall be for no more than one (1) calendar month, and the dates shown on the invoice shall be for that month and no other month.

6.1.2 Invoice Format. All invoices submitted by INSPECTOR for services hereunder shall comply with the invoice format illustrated in Exhibit E, Invoice Format, to the Agreement. DISTRICT will provide an electronic copy of Exhibit E to INSPECTOR upon request. Invoices submitted by INSPECTOR that do not conform to the format set forth in Exhibit E may be returned by DISTRICT to INSPECTOR for correction and resubmission. Each and every invoice submitted by INSPECTOR to DISTRICT shall show the following information:

General Information

- a. INSPECTOR's Firm Name
- b. Federal Tax Identification Number
- c. Date
- d. Billing Period
- e. Type of Service (Inspector of Record for Construction)
- f. Name of Assigned Project
- g. DISTRICT DSA Application Number
- h. Contract Number.

Line Items

- i. Date work product generated
- j. Description of work product
- k. Name of person who provided services
- l. Number of hours worked
- m. Hourly rate (\$)
- n. Total Amount (\$)

Purchase Order Summary

- o. Purchase Order Number
- p. Amount of Purchase Order
- q. Amount billed to date
- r. Balance Remaining on Purchase Order

6.2 OTHER INVOICE REQUIREMENTS

6.2.1 Contract Number, Purchase Order Number, Federal Tax I. D. Number. The Contract Number referenced in this Agreement and the corresponding Purchase Order Number shall be referenced in all of INSPECTOR's correspondence and invoices pertaining to this Agreement to DISTRICT, and all invoices submitted by INSPECTOR shall include INSPECTOR's Federal Tax I. D. Number.

6.2.2 *Submission of Invoices.* The originals of invoices submitted by INSPECTOR for services performed under this Agreement shall be delivered to DISTRICT's Facilities Management Department at the address below:

Facilities Management Department
San Bernardino City Unified School District
777 North "F" Street
San Bernardino, California 92410
Attn: Accounting Unit

6.2.3 *District Audit and Approval.* All invoices submitted by INSPECTOR shall, prior to the DISTRICT's payment, be audited and approved by DISTRICT's Project Manager and DISTRICT's Director of Facilities Management. DISTRICT shall pay INSPECTOR's fee and reimbursable costs provided for under this Agreement after DISTRICT's receipt and approval of invoices, with supporting documentation satisfactory to DISTRICT, detailing the fee and reimbursable costs incurred.

ARTICLE 7 TERMINATION OF AGREEMENT

7.1 *PAYMENT ONLY FOR RESULTS ACHIEVED*

If, at any time during the performance of the Agreement, DISTRICT determines, at DISTRICT's sole discretion, that INSPECTOR's services are not achieving the results required hereunder, DISTRICT shall be obligated to pay INSPECTOR only for that portion, if any, of the results achieved.

7.2 *NON-COMPLIANCE CAUSE FOR SUSPENSION AND/OR TERMINATION*

Non-compliance by INSPECTOR with the terms of this Agreement shall be cause for suspension and/or termination by DISTRICT. DISTRICT shall provide written notice to INSPECTOR, including the reasons for suspension or termination under this provision. If the Agreement is suspended, INSPECTOR shall have seven (7) calendar days to cure, to DISTRICT's satisfaction, the conditions for which the suspension was given, or the Agreement will be terminated.

7.3 *DAMAGES AND COSTS INCURRED BY DISTRICT*

If DISTRICT terminates the Agreement due to INSPECTOR's substantial failure to perform, all damages and costs incurred by DISTRICT as a result of such termination, including any increased costs associated with replacing INSPECTOR, shall be deducted by DISTRICT from compensation owed to INSPECTOR. If said damages and costs incurred by DISTRICT exceed compensation owed to INSPECTOR by DISTRICT, INSPECTOR shall promptly reimburse DISTRICT for such damages and costs to the extent that the damages and costs exceed compensation owed INSPECTOR by DISTRICT.

7.4 *TERMINATION DUE TO ABANDONMENT OR POSTPONEMENT, OR FOR CONVENIENCE*

If the Agreement is terminated due to abandonment or postponement of the Assigned Project or for convenience, DISTRICT shall provide INSPECTOR with fourteen (14) calendar days written notice thereof and shall pay INSPECTOR for all documented services rendered up to the point of termination, plus any amount due for additional services approved by DISTRICT and performed by INSPECTOR.

**ARTICLE 8
DISPUTE RESOLUTION**

8.1 CONTINUATION OF SERVICE DURING DISPUTE RESOLUTION

In the event of a dispute between the parties as to INSPECTOR's performance of services hereunder or the interpretation of this Agreement, or DISTRICT's payment or nonpayment for such services, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, INSPECTOR agrees to continue INSPECTOR's services diligently to completion. If the dispute is not resolved, INSPECTOR agrees that it will neither rescind the Agreement nor stop the progress of its services, but INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after INSPECTOR's services under the Agreement have been completed and not before.

**ARTICLE 9
HOLD HARMLESS**

9.1 INDEMNIFY, DEFEND AND HOLD HARMLESS DISTRICT

INSPECTOR hereby agrees to indemnify, defend and hold harmless DISTRICT and its departments, agents, officers and employees from any and all claims or sums that DISTRICT or any of its departments, agents, officers or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of the services rendered by INSPECTOR or caused by any error, omission or act of INSPECTOR or of any person employed by INSPECTOR or of any others for whose acts INSPECTOR is legally liable. Said sums shall, in the event of legal action, include court costs, expenses of litigation and reasonable attorney's fees.

**ARTICLE 10
INSURANCE REQUIREMENTS**

10.1 COMPLIANCE WITH LAWS AND WORKERS COMPENSATION INSURANCE

INSPECTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. INSPECTOR understands that, as an independent contractor, INSPECTOR is not covered by any type of DISTRICT insurance, including workers compensation insurance. INSPECTOR shall provide, through insurance policies or self-insurance, workers compensation insurance coverage for its employees who provide services hereunder. DISTRICT understands that INSPECTOR may use independent contractors, volunteers or others not covered by INSPECTOR's workers compensation coverage to provide services hereunder. INSPECTOR shall advise such persons providing services hereunder at the direction of INSPECTOR that workers compensation insurance is not provided by DISTRICT, and INSPECTOR shall hold DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

10.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

If INSPECTOR is a self-employed individual, INSPECTOR agrees to arrange, in lieu of workers compensation insurance, insurance for or financial responsibility for, any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that INSPECTOR did not arrange for which may be required due to any injuries of any type that may be sustained by INSPECTOR while performing services under this Agreement.

INSPECTOR shall, prior to commencing services herein, provide DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 10.5, below. Cancellation or lack of medical coverage for INSPECTOR shall not relieve INSPECTOR of any financial responsibility for the cost of medical and related treatment.

10.3 COMPREHENSIVE GENERAL LIABILITY INSURANCE

INSPECTOR shall carry and maintain during the term of this Agreement a policy of comprehensive general liability insurance with a limit of not less than \$500,000 per occurrence. DISTRICT reserves the right to waive the comprehensive general liability insurance requirement and, if such requirement is so waived, INSPECTOR shall hold DISTRICT harmless from any and all claims for damages.

10.4 AUTOMOBILE LIABILITY INSURANCE

INSPECTOR shall confirm that members of INSPECTOR'S inspection staff and INSPECTOR'S agents and representatives shall carry and maintain personal automobile and vehicle liability insurance for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of INSPECTOR's services herein. INSPECTOR shall hold DISTRICT harmless from any and all claims for injury, damage, and loss.

10.5 EVIDENCE OF INSURANCE COVERAGE

Not later than ten (10) calendar days after the date of execution of this Agreement and, in any case, prior to commencement of any of INSPECTOR's services herein, INSPECTOR shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to DISTRICT, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the DISTRICT. INSPECTOR shall maintain such insurance from the time that INSPECTOR commences performance of services hereunder until INSPECTOR's completion of such services.

10.6 ADDITIONAL NAMED INSUREDS

INSPECTOR'S Comprehensive General Liability Insurance shall contain endorsements naming DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

10.7 WAIVER OF SUBROGATION RIGHTS

INSPECTOR shall require the carriers of the coverages required in this article to waive all rights of subrogation against DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors.

10.8 POLICIES PRIMARY AND NON-CONTRIBUTORY

All insurance policies required under Article 10 shall be primary and noncontributory with any insurance or self-insurance programs carried or administered by DISTRICT.

10.9 INSURANCE REVIEW

The insurance requirements under this Article 10 are subject to periodic review by DISTRICT. DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above

insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of DISTRICT. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. INSPECTOR agrees to execute any such amendment with thirty (30) calendar days of receipt.

ARTICLE 11
DISTRICT AND PUBLIC POLICIES

11.1 DISTRICT POLICIES

By signing the Agreement, INSPECTOR acknowledges receipt and acceptance of the following DISTRICT policies:

- a. Smoking and Use of Tobacco at District Facilities Policy No. 3520a-b
- b. Affirmative Action Program for Equal Employment Opportunity Policy No. 4136
- c. Nondiscriminatory Harassment Policy No. 4136.1a-c
- d. Drug-Free Workplace Policy No. 4205

11.2 ADHERENCE TO DISTRICT POLICIES WITHOUT IMPLICATIONS OF EMPLOYMENT

The parties agree that INSPECTOR shall abide by the same terms and conditions of conduct as are expected of DISTRICT employees in each of DISTRICT policies referenced hereinabove, but without any implication whatsoever that INSPECTOR is employed by DISTRICT. It is further understood by the parties that INSPECTOR's failure to abide by said DISTRICT policies may result in DISTRICT's immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged by the parties that said policies specifically address employees of DISTRICT, it is understood by the parties that INSPECTOR is not a DISTRICT employee.

11.3 PUBLIC POLICIES

By signing the Agreement, INSPECTOR further agrees to abide by the following Public Policies:

- a. Titles VI and VII of the Civil Rights Act of 1964
- b. Title IX of the Education Amendments of 1972
- c. Section 504 of the Rehabilitation Act of 1973
- d. The Age Discrimination Act of 1975
- e. The Fair Employment and Housing Act
- f. The Americans with Disabilities Act of 1990

ARTICLE 12
NOTICES

12.1 DISTRICT'S AND INSPECTOR'S CONTACT NAMES AND ADDRESSES

Official communications between DISTRICT and INSPECTOR shall be addressed as follows:

To DISTRICT:

Facilities Management Department
San Bernardino City Unified School District
777 North "F" Street
San Bernardino, California 92410
Attn: Peace Aneke, Contract Analyst
Telephone: (909) 381-1237
Fax: (909) 885-4218

To INSPECTOR:

Name of Inspector
No. & Street., Suite [or] P. O. Box
City, State, Zip Code
Attention: Name of Individual

Telephone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

**ARTICLE 13
TITLES FOR CONVENIENCE**

13.1 CONVENIENCE ONLY

The Table of Contents and headings of Articles, Paragraphs and Subparagraphs in this Agreement are for convenience only and shall not modify the rights and obligations created by the Agreement.

**ARTICLE 14
ASSIGNMENT**

14.1 NO ASSIGNMENT WITHOUT DISTRICT CONSENT

INSPECTOR shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber the Agreement or any portion hereof or any interest herein, in whole or in part, without the prior written consent of DISTRICT. If consent is not given by DISTRICT to assign, transfer or encumber this Agreement, such action by INSPECTOR shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

**ARTICLE 15
MODIFICATION**

15.1 AMENDMENT ONLY BY MUTUAL WRITTEN CONSENT

This Agreement may be amended only in writing over the signatures of DISTRICT and INSPECTOR. If any actual or physical deletions or changes appear on the face of this Agreement, such deletions or changes shall only be effective if the initials of DISTRICT and INSPECTOR appear beside such deletions or changes.

ARTICLE 16
ENTIRE AGREEMENT

16.1 ENTIRE AND INTEGRATED AGREEMENT

This AGREEMENT represents the entire and integrated Agreement between DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or Agreements, either written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

NAME OF INSPECTOR OF RECORD

**SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT**

PRINTED NAME OF SIGNATORY
Corporate Title

MOHAMMAD Z. ISLAM
Chief Business and Financial Officer

Date

Date

ATTACHMENT 2

CONSULTANT QUESTIONNAIRE

The Consultant shall furnish all the following information accurately and completely for the Consultant's firm and each of the proposed IORs. Failure to comply with this requirement may cause rejection of the Consultant's proposal. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Consultant's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this proposal.

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Email and Internet Addresses: _____

(3) Type of firm: (check one)

Individual Partnership Corporation State

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If Yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name? _____.

(8) How many years of experience does your firm have providing similar services? _____.

(9) How many public agencies has your firm provided similar services?

(10) Please list the public agencies, including any school districts that your firm has provided similar services for:

(11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you ever had a service agreement terminated for convenience or default in the prior five (5) years? _____.

(b) If Yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If Yes, provide details:

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If Yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, local, State and Federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D - REFERENCES

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

(22) Each firm must include the following references:

The Consultant is required to submit a list of its most relevant services provided in the last five (5) years as a DSA Inspector of Record firm that are of the approximate size of project described in this RFP, including School Districts. The list shall include (1) the size of the project, (2) scope of the work, (3) date services were performed, (4) number of hours of service for the project, (5) client company name, client contact name and phone number

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing **Consultant Questionnaire pages one (1) through four (4)** is true and correct.

Executed this _____ day of _____, 2011, at _____, State of _____.
City, County

Company Name

Signature

Title

Print Name

ATTACHMENT 3
FEE PROPOSAL SHEET

Hourly Rates - Project Key Personnel List

CATEGORY	RATES	PER UNIT
DSA Approved IOR – Class 1		Per Hour
DSA (IOR) Inspections – Class 2		Per Hour
DSA (IOR) Inspections – Class 3		Per Hour
Relocatable Classroom In-Plant		Per floor/module
Special Inspector: Welding		Per Hour
Special Inspector: Glue Laminate		Per Hour
Special Inspector: Masonry		Per Hour
Assistant Inspector		Per Hour
Other: _____		
Other: _____		

1. The hourly rates shall include the fully burdened hourly rates of all proposed personnel, including benefits, overhead and profit.
2. The District reserves the right to limit the amount of the award and will not guarantee the assignment of the complete program to any single consulting firm.
3. The method of compensation for each individual project shall be determined by the District, at its option, as hourly rates or a negotiated fixed fee.
4. These wage rates will be used to invoice for services performed when the method of compensation is by hourly rates. There shall be no escalation of rates during the three years agreement term.

ATTACHMENT 4

EQUAL OPPORTUNITY CERTIFICATION

To: San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Signature _____

Title _____

Date _____

ATTACHMENT 5

**CONSULTANT’S CERTIFICATE
REGARDING WORKMEN’S COMPENSATION**

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Name of Principal

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)

**BUILDING SCHOOLS.
BUILDING EDUCATION.
BUILDING OPPORTUNITIES.**
FACILITIES LOCAL BUSINESS OUTREACH PROGRAM



FACILITIES BUSINESS OUTREACH REGISTRATION				
Company Information			RFP/BID Contact Information	
Company Name			Name _____ Title/Position	
Address			Cell phone - - -	
			Office phone - - - Fax - - -	
City			E-mail	
State		Zip	Web Address	
Ownership Type (check type)	Firm Size	License(s)	Disadvantaged Business Certification (check all that apply)	
<input type="checkbox"/> Sole proprietor	Gross \$/yr	<input type="checkbox"/> A – Gen Engrg	<input type="checkbox"/> Small Business Enterprise (SBE)	
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B – Gen Building	<input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE)	
<input type="checkbox"/> Partnership		<input type="checkbox"/> C - Specialty	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)	
<input type="checkbox"/> Nonprofit		C#'s:	<input type="checkbox"/> Woman-owned Business Enterprise (WBE)	
<input type="checkbox"/> Other:(describe)		<input type="checkbox"/> Others - _____	<input type="checkbox"/> Other:	
Services, Business Goods (CSI divisions per MasterFormat 2004)				
<input type="checkbox"/> Architecture	<input type="checkbox"/> Electronic Safety and Security (28)	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Plumbing (22)	
<input type="checkbox"/> Communications/ IT (27)	<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC (23)	<input type="checkbox"/> Portable/Mod Facilities	
<input type="checkbox"/> Concrete (03)	<input type="checkbox"/> Environmental (02)	<input type="checkbox"/> Inspection (01)	<input type="checkbox"/> Real Estate, Appraisal, Property Management	
<input type="checkbox"/> Construction Mgmt	<input type="checkbox"/> Equipment (11)	<input type="checkbox"/> Labor Compliance	<input type="checkbox"/> Special Construction (13)	
<input type="checkbox"/> Conveying systems (14)	<input type="checkbox"/> Exterior Improvements (incl landscape/irr) (32)	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties (10)	
<input type="checkbox"/> Demo/Remediation(02)	<input type="checkbox"/> Financial	<input type="checkbox"/> Masonry (04)	<input type="checkbox"/> Surveying (02)	
<input type="checkbox"/> Doors and Windows (08)	<input type="checkbox"/> Finishes (09)	<input type="checkbox"/> Metals (05)	<input type="checkbox"/> Thermal and Moisture (07)	
<input type="checkbox"/> Earthwork (31)	<input type="checkbox"/> Fire Suppression (21)	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities (33)	
<input type="checkbox"/> Electrical (26)	<input type="checkbox"/> Furnishings (12)	<input type="checkbox"/> Plan Room	<input type="checkbox"/> Woods and Plastics (06)	
Business Outreach Profile				
1a. Receive courtesy notices of District contract opportunities via: <input type="checkbox"/> USPS <input type="checkbox"/> fax <input type="checkbox"/> e-mail (DISCLAIMER: COURTESY NOTICES DO NOT RELIEVE VENDOR'S RESPONSIBILITY TO SEEK OUT ANY AND ALL District NOTICES)				
b. Heard about District business outreach program via: <input type="checkbox"/> district <input type="checkbox"/> chamber <input type="checkbox"/> trade assoc <input type="checkbox"/> plan room <input type="checkbox"/> newspaper <input type="checkbox"/> mail <input type="checkbox"/> other:				
2. Local Business Identification (check all that apply, specify city, attach documentation i.e. business license) <input type="checkbox"/> San Bernardino County/City: <input type="checkbox"/> Riverside County/City: <input type="checkbox"/> Non-local County: City:				
3. "Ed Friendly" Designation (check all that apply) <input type="checkbox"/> As a business, support District education programs (donate time, talent, treasure) <input type="checkbox"/> Partner/Subcontract with other local businesses who support District ed programs <input type="checkbox"/> Interested in learning more about how to become "Ed Friendly"			Contact Name/Tel	School or Ed Friendly Partner