



REQUEST FOR QUALIFICATIONS (RFQ) 52

FOR

DSA INSPECTOR OF RECORD (IOR) SERVICES

May 28, 2009

**REQUEST FOR QUALIFICATIONS (RFQ)52
FOR DSA INSPECTOR OF RECORD (IOR) SERVICES**

**VARIOUS PROJECTS THROUGHOUT
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
FACILITIES MANAGEMENT**

1. STATEMENTS OF QUALIFICATIONS REQUESTED

In an effort to ensure the most qualified consultants are retained and to give new consultants an opportunity to compete, the San Bernardino City Unified School District (“District”), Facilities Management Department, is requesting Statements of Qualifications (SOQ) from qualified firms and individuals for Inspection Services as Division of the State Architect (DSA) Inspector of Record (IOR) for various K-12 modernization and new construction school projects. The District will be using both the Multiple Prime/Trade and General Contractor contracting delivery methods on these projects. Construction durations for these projects will range from six to twenty-four months, starting in Fall 2009. Any firm or individual hired by the District as a result of this RFQ will be an independent contractor to provide services for specific projects and will not be an employee of the District.

2. QUALIFICATIONS DUE DATE, MAIL ADDRESS, REQUEST FOR INFORMATION

SOQ Due: NO LATER THAN June 10, 2009, 3:00 p.m. via hard copy

Mail Address: Statement of qualifications (SOQ) consisting of three (3) hard copies (2 bound, 1 unbound) and an electronic copy on a compact disc (“CD”) shall be delivered to the District at no cost to the District in a sealed envelope addressed as follows:

Facilities Management Department
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North F Street
San Bernardino, CA 92410
Attn: Ali A. Kiafar, Ph.D., REFP
SOQ – DSA IOR June 2009

Requests for Information: Requests for information (“RFI”) shall be in writing and submitted electronically to the following District representatives (No Exceptions):

Ali Kiafar, Program Executive
ali.kiafar@sbcusd.k12.ca.us

With electronic copy to:
Jennifer Wilhelm, Documents Control
jennifer.wilhelm@sbcusd.k12.ca.us
Susan McKee, Business Outreach Coordinator
susan.mckee@sbcusd.k12.ca.us

The RFI shall be identified in the subject line as:
RFI - RFQ 52 - DSA IOR June 2009

3. DSA IOR SCOPE OF SERVICES

The IOR scope of services is as set forth in Exhibit A of this RFQ. The scope may be modified at the sole discretion of the District prior to execution by the selected firms or individuals.

6. SELECTION PROCESS

The District intends, through this RFQ, to reestablish a shortlist of consultants (firms and individuals) eligible to provide services for various construction projects as determined by the District through review and numerical ranking of the consultants' qualifications at the sole discretion of the District. Subsequent to establishing the shortlist, the District will at its sole discretion, and based on the numerical ranking workload considerations of the Consultants, enter into negotiations for master services agreements with selected consultants for a two year period with possible annual extension up to three more years. The District may enter into agreements with more than one consultant who submitted qualifications in response to this RFQ. 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.

Upon the execution of master service agreements with consultants and as the District identifies the need for the subject services, the District may request additional Qualifications from one or more consultants related to the specific construction project(s). 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 to the District 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 its Facilities Capital Improvement Program.

7. DISTRICT POLICIES REGARDING SOQ SUBMISSIONS

7.1 No Reimbursement. The District will not reimburse candidates for costs that they incur in preparing their SOQs.

7.2 Right to Request Additional Information. The District reserves the right, at the District's sole discretion, to request additional information from any consultant in order to make a more fully informed decision regarding the SOQ.

7.3 Right to Reject. The District specifically reserves the right, at the District's sole discretion, to reject any and all SOQs.

7.4 Independent Contractor. Consultants hired by the District as a result of this RFQ will be independent contractors and not employees of the District.

7.5 Insurance Requirements. Although not required for the qualifications, consultants must meet the District requirements for insurance coverage delineated in this RFQ as Exhibit B. Consultants must provide proof of insurance satisfactory to the District as a condition precedent to the District's execution of agreements with consultants.

7.6 Criminal Background Investigation. Although not required for the qualifications, consultants must submit as a condition precedent to the District's execution of agreements with Consultants a completed and signed *Form Fingerprint and Criminal Background Check Certification – In accordance with Department of Justice (DOJ) fingerprint*

and criminal background investigation requirements of Education Code section 45125.1 et sec..

7.7 Disabled Veterans Business Enterprise. Prior to, and as a condition precedent for final payment under any contract for the subject services, the consultant shall provide appropriate documentation to the District, identifying the amount paid to disabled veteran business enterprises in connection with the consultant’s performance of the agreement, so that the District can assess its success at meeting this goal. In accordance with Education Code Section 17076.11, this District has a participation goal for Disabled Veteran Business Enterprises of at least three (3) percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school facilities and expended each year by the District.

8. REQUIRED SOQ FORMAT AND CONTENT

8.1 Prescribed SOQ Format. SOQs submitted in formats other than that prescribed below may be rejected at the sole discretion of the District. All Sections identified in paragraph 8.3 below must be included for the SOQ to be considered complete.

8.2 SOQ Format Requirements. SOQs – (3) copies (2 bound, 1 unbound) – should be submitted bound or in three-ring binders on 8½” by 11” paper, single-sided, with consecutive page numbers. Sections should be divided by labeled tabs that correspond to the sections identified in paragraph 8.3 below. Each section should conform to the page limits specified herein.

8.3 Content and Order of SOQ. The SOQ should contain the following sections in the order presented below. Candidates are instructed to note page limits and numerical scoring.

<i>Section Title</i>	<i>Page Limit</i>	<i>Points</i>
Section A: Letter of Interest, Consultant Data	2	0
Section B: Table of Contents	1	0
Section C: Resumes of Inspection Staff	As Required	45
Section D: Fee Schedule	2	30
Section E: Availability	2	5
Section F: Performance History	As Required	15
Section G: Litigation History	1	5
Section H: Equal Opportunity, Legal Residency	1	0
Section I: Facilities Business Registration	1	0

Total: 100

Section requirement are as follows.

Section A: Letter of Interest and Consultant Data

The SOQ should be introduced with a Letter of Interest that presents a statement of interest with a brief description of the individual or firm including qualifications for providing the requested services. Include all of the following:

- Name of the consultant with address, telephone/fax numbers, email address
- Contact person’s name and title

- Years in business of providing the Services described herein
- Number of current employees, including management
- Type of business organization; i.e., sole proprietorship, partnership, corporation (include the state in which incorporated)
- Consultant's statement of qualifications and experience to include most recent five (5) years successful experience on public works projects and, more specifically, K-12 programs similar to that of the District
- Name of the person who will sign the agreement

Section B: Table of Contents

The Table of Contents should reflect the order stated herein and include section titles and page numbers.

Section C: Resumes of Inspection Staff

Submit detailed resumes for all personnel to be proposed for work at District, including specific qualifications and recent related experience providing similar services. Include the following data and any other relevant information for the District to evaluate:

- i) DSA class, education, training & professional certifications
- ii) Project experience for the past 5 years with focus on K-12 projects. Include school district, project name, architect of record, contractor or construction management firm, construction value, project type (modernization or new school construction) and duration of inspection assignment with contact names and phone numbers.

Section D: Fee Schedule

Submit a fee schedule for proposed individual names, titles, fully burdened hourly rates and DSA Class. The fee schedule shall be according to the format provided in this RFQ as Exhibit C and must include the following:

- i) Base Fee (Hourly Rate) with \$500,000 General Liability Insurance (See Exhibit B, Insurance Requirements)
- ii) Other Reimbursable Expenses (if any)

Section E: Availability

Indicate the individual or firm's proximity to the District and availability to accomplish the work. List the proposed inspection staff's current and anticipated availability over the next 12-24 months. The District may assign the inspectors selected for its projects to provide inspection services at several sites concurrently and/or sequentially.

Section F: Performance History

The District may contact several school districts, architects and/or contractors listed in Section C of this RFQ. Information from such sources C will be the basis for evaluation criteria to determine the performance history of the proposed inspectors.

Section G: Litigation History

List all construction-related litigation in the last five (5) years, filed either by an owner, owner's consultants or contractor, against the consultant (individual or firm), or related to any project for which the individual or firm provided inspection services.

State the beginning and end date, or anticipated end date, of each lawsuit, case or proceeding and the judgment or resolution or anticipated judgment or resolution.

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.

Identify if the consultant has filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

Criminal Prosecution History

Identify if consultant or consultant's personnel have been a defendant or a person of interest in any criminal prosecution or grand jury indictments of consultant or principals of firm and employees, past and present. If so, please describe the nature of the case and its outcome or its anticipated outcome.

Identify if any complaint(s) been lodged against the consultant with the any local public agency, any agency of the State of California or any agency of any other State or any professional organization with which the consultant is affiliated. If so, please describe the nature of the complaint and its outcome or its anticipated outcome.

Insurance Claims History

Please describe the outcome of claims, if any, filed against consultant's general liability or professional liability or automobile liability insurance carriers during the past five (5) years.

Section H: Equal Employment Opportunity, Legal Residency

Describe consultant's equal employment opportunity policy. The District is an equal opportunity employer and, as such, does not engage in unlawful, discriminatory employment or contracting practices. The District undertakes actions to ensure that employees and applicants are treated without regard to their race, color, ancestry, national origin, religion, marital status, sex, sexual orientation, physical or mental handicaps, medical condition, special disabled or Vietnam era status or, within the limits of the law and District regulations, age or citizenship. The District requires consultants to follow these same practices in both employment and contracting matters and to communicate these policies within their organizations.

Identify if the Consultant and the employees that Consultant will assign to the District's projects are legal residents of the United States of America.

Section I: Facilities Business Outreach Form

Complete and submit the District's Local Business Outreach Program registration form included in this RFQ as Exhibit D.

EXHIBIT A

**DRAFT SCOPE OF INSPECTOR'S SERVICES
DSA INSPECTOR OF RECORD**

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 under this Article.

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, 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 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 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.

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

1.13 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.

1.13.2 Concrete-Pouring Operations. The 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..

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 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 of this AGREEMENT 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 OCCUPANCY OF FACILITY

The INSPECTOR shall, in the event that the DISTRICT should occupy the PROJECT or any portion thereof prior to substantial completion of the PROJECT by the Contractor, assist in the development of a punch list agreement between the DISTRICT, the Construction Manager (if applicable), the Architect and the Contractor as to incomplete items and the general conditions of areas to be occupied by the DISTRICT prior to substantial completion of the PROJECT by the Contractor.

1.23 AS-BUILT DRAWINGS

The INSPECTOR shall review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractor, as set forth in the Construction Contract, and determine that such As-Built drawings are updated by the Contractor on a monthly basis prior to processing of Contractor's monthly payment request.

1.24 PUNCH LIST ITEMS

The INSPECTOR shall, after substantial completion or completion of a portion thereof, check each punch list item to ensure that it is corrected in accordance with the Construction Contract, plans and specifications.

EXHIBIT B

**DRAFT INSURANCE REQUIREMENTS
INSPECTOR OF RECORD**

1.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS

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

1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

If the INSPECTOR is a self-employed individual, the INSPECTOR agrees to arrange, in lieu of workers compensation insurance, for 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 the INSPECTOR did not arrange for which may be required due to any injuries of any type that may be sustained by the INSPECTOR while performing services under this AGREEMENT. The INSPECTOR shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the INSPECTOR shall not relieve the INSPECTOR of INSPECTOR's financial responsibility for the cost of medical and related treatment.

1.3 COMPREHENSIVE GENERAL LIABILITY

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

1.4 AUTO LIABILITY

The INSPECTOR shall confirm that all individual inspection staff shall carry and maintain personal Auto Liability 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. The INSPECTOR shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

1.5 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES

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 the INSPECTOR's services herein, the INSPECTOR shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, 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 Department, and INSPECTOR shall maintain such insurance from the time that the INSPECTOR commences performance of services hereunder until INSPECTOR's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the INSPECTOR shall furnish certified copies of the policies and all endorsements.

1.6 ADDITIONAL NAMED INSUREDS

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

1.7 WAIVER OF SUBROGATION RIGHTS

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

1.8 POLICIES PRIMARY AND NON-CONTRIBUTORY

All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

1.9 INSURANCE REVIEW

The above insurance requirements are subject to periodic review by the DISTRICT. The 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 the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. 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.

EXHIBIT C
FEE SCHEDULE – DSA IOR PROFESSIONAL SERVICES

Hourly Rates

IOR Classification	hourly rate
Class 1	
Class 2	
Class 3	

Reimbursables

Travel	
Filing fees	
Document reproduction	
Other	

EXHIBIT D
FACILITIES BUSINESS OUTREACH FORM



**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"/> 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 SBCUSD contract opportunities via: <input type="checkbox"/> USPS <input type="checkbox"/> fax <input type="checkbox"/> e-mail (as listed above in Contact Information)				
b. Heard about SBCUSD 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 SBCUSD education programs (donate time, talent, treasure) <input type="checkbox"/> Partner/Subcontract with other local businesses who support SBCUSD ed programs <input type="checkbox"/> Interested in learning more about how to become "Ed Friendly"			Contact Name/Tel	School or Ed Friendly Partner

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VIEW VENDOR OPPORTUNITIES AT: www.sbcusdfacilities.com
mail or fax form to: SBCUSD Facilities Management Team
777 North F Street, San Bernardino, CA 92410
Tel (909) 381-1238 Fax (909) 885-4218