

**REQUEST FOR QUALIFICATIONS FOR
ARCHITECTURAL & ENGINEERING SERVICES FOR
VARIOUS PROJECTS AND PROJECTS IN SUPPORT
OF THE DISTRICT FACILITIES MASTER PLAN
RFQ NO. 205**

The San Bernardino City Unified School District (“District”), Facilities Planning & Development Department, is requesting qualifications from those interested in providing ARCHITECTURAL & ENGINEERING SERVICES FOR VARIOUS PROJECTS AND PROJECTS IN SUPPORT OF THE DISTRICT FACILITIES MASTER PLAN. Copies of the Request for Qualifications (“RFQ”) can be obtained via e-mail, in person at the address below, or from the District’s web sites: www.sbcusdfacilities.com or http://sbcusd.com/district_offices/business_services_division/Purchasing/.

The proposals must be received at the address indicated below by no later than **June 6, 2019 by 3:00 P.M. Pacific Time**. All qualified providers of services described in the RFQ, including the local firms/individuals are encouraged to participate in this process and submit their proposals.

The District, at its sole discretion, reserves the right to reject any proposals received after the deadline stated herein. The proposals must be submitted in a sealed envelope, addressed as indicated below, with the name and address of the respondent clearly printed in the upper, left corner. The envelope should be clearly printed: **QUALIFICATIONS FOR ARCHITECTURAL & ENGINEERING SERVICES FOR VARIOUS PROJECTS AND PROJECTS IN SUPPORT OF THE DISTRICT FACILITIES MASTER PLAN RFQ NO. 205**.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Facilities Planning & Development Department
956 West 9th Street
San Bernardino, California 92411
Contact: Sherri Lien
(909) 388-6100
Sherri.lien@sbcusd.k12.ca.us



SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT
Making Hope Happen

**REQUEST FOR QUALIFICATIONS NO. 205
FOR
ARCHITECTURAL AND ENGINEERING SERVICES
FOR VARIOUS PROJECTS IN SUPPORT OF
THE DISTRICT FACILITIES MASTER PLAN**

Qualifications Submittal Deadline Date

June 6, 2019 at 3:00 PM

Submit Qualifications Packages to:

San Bernardino City Unified School District

956 W. 9th Street

San Bernardino, CA 92411

Attn: Sherri Lien

Phone: (909) 388-6100

REQUEST FOR QUALIFICATIONS No. 205

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I. PURPOSE OF THE RFP

A. 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 Qualifications (RFQ) and will receive up to, but no later than Thursday, 0 qualifications from interested parties. The purpose of this RFQ is to select a group of qualified consultants to be on the District’s pre-approved list to provide Architectural and Engineering Services for various projects included in the District’s Facilities Master Plan. The District intends to enter into master service agreements (MSA) with the pre-approved firms to provide professional design and engineering services for various assigned projects which have been identified in the District’s Facilities Master Plan.

B. The intent of this RFQ is to identify consultants who have considerable expertise and experience delivering Architectural and Engineering Services to school districts. All qualified parties including local parties are encouraged to submit qualifications. Qualifications must be submitted in a sealed envelope, addressed as indicated on the front page, with the name and address of the respondent in the upper, left corner, under which should be clearly printed: **REQUEST FOR QUALIFICATIONS NO. 205: ARCHITECTURAL AND ENGINEERING SERVICES – VARIOUS PROJECTS.**

C. Following receipt of qualifications submittal and subsequent review and ranking of them, the District intends to establish a list of pre-approved consultants. Then, as the District identifies a need for the required services, the District will request specific information, project qualifications and fee proposals from the pre-approved consultants for one or more specific project(s). Depending on the number of projects, one or more respondents will be selected and the District shall enter into a master services agreement with a corresponding assignment of project (AOP) to be issued for the specific project(s). A sample of anticipated master services agreement (for information purposes only) is included with the RFQ documents at Attachment 1.

D. The initial term of the pre-approval shall be three (3) years from the Board of Education approval and certification with the possibility of, up to two additional successive one-year extensions, at the sole discretion of the District, not to exceed a cumulative total of five (5) years.

E. For additional information regarding the District, please visit the San Bernardino City Unified School District Internet web site at www.sbcusd.k12.ca.us, the District Facilities website at www.sbcusdfacilities.com or by calling (909) 388-6100.

II. ANTICIPATED TIMELINE *

Request for Qualifications issued	May 9, 2019
Deadline for submittal of questions	May 23, 2019
Responses to the questions submitted	May 30, 2019
Due date for submittal of Qualifications	June 6, 2019 3:00 pm

**(Note: Timeline is estimated, all dates are subject to revision at the District’s discretion.)*

III. BACKGROUND

A. San Bernardino City Unified School District is located in the Inland Empire and serves approximately 50,000 students at 74 campuses from across the City of San Bernardino, unincorporated portions of San Bernardino, and the City of Highland. The District is planning several campus improvement projects, facility modernization efforts and new construction projects and seeks the services of experienced, competent designers for various projects. It is envisioned that these projects could be constructed utilizing various project delivery methods as authorized by the Education Code.

B. Typical projects may include but are not limited to new construction and/or modernization efforts on early education through secondary education facilities including school modernizations, new gymnasiums, improved athletic facilities, full-day kindergarten facilities, lunch shelters and shade structures, security upgrades, energy efficiency improvements, and various campus and district facility improvements.

IV. QUESTIONS AND CLARIFICATIONS TO THE RFQ

A. Questions, request for explanation or clarifications in regard to this RFQ shall be made in written form and submitted via email to Sherri Lien, Project Coordinator, Facilities Management/Maintenance and Operations Department at sherri.lien@sbcusd.k12.ca.us.

B. The District will advise all parties known to have received a copy of the RFQ of responses to the requests for explanation or clarifications by email and via posting on the District website at www.sbcusdfacilities.com. All parties interested in responding to the RFQ are advised to check the websites for any updates.

V. CONTRACT DOCUMENTS

RFQ documents, forms, and sample contract documents are available from the San Bernardino City Unified School District Website at <http://sbcusdfacilities.com>

VI. COMMUNICATIONS RESTRICTIONS

To ensure a level playing field with an open and uniform competitive process, Respondents and their Representatives must adhere to restrictions on unallowable communications set below:

1. From the time the Request for Qualifications (RFQ) is announced until the time a contract award recommendation is made public by posting on the District website, Respondents and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any SBCUSD official as this could appear to be an attempt to curry favor or influence. An "SBCUSD official" is broadly defined to include "any board member, employee, consultant or advisory member of SBCUSD" who is involved in making recommendations or decisions for SBCUSD.
2. Prohibited Communication – Examples of prohibited communication by Respondents and their Representatives include, but are not limited to:
 - a) Contact of SBCUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
 - b) Contact of SBCUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
 - c) Contact of SBCUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.

3. Exceptions – The following are exceptions to the Communication Restrictions:
 - a) Open and uniform communications which are made as part of the procurement process such as requests for clarification or information made in writing, under the terms expressly allowed for in the RFP document; (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
 - b) Negotiations with SBCUSD’s designated negotiation team members;
 - c) Protests which follow the process outlined by SBCUSD’s protest policies and procedures; and
 - d) Requests for technical assistance approved by SBCUSD contract officials. (For example, questions relating to SBCUSD’s LBOP Program.)

VII. FORMAT OF THE RESPONSE TO THE REQUEST FOR QUALIFICATIONS

- A. Firms must submit one (1) original, five (5) hard copies and one (1) digital copy (provided on a CD, DVD or USB drive) of the requested qualifications. All qualifications should address the requested information for each of the evaluation categories detailed below.
- B. All qualifications responses should be provided in 10 point font or greater, tables and captions excluded. The total page count of your submission should not exceed 50 pages, excluding responses to RFQ Attachments and sections noted in this RFQ as “not included in the page count”. Tabs or dividers are not included in page count. Please note specific page-count limits for responses as identified in each section. Double sided printing is preferred, with each printed side counted as a page. Pages shall be 8 ½” x 11”, although the use of fold-out pages (11” x 17”) is allowable, but fold-outs will be counted as two pages. Responses should be in arranged in the order as sections/topics are presented in this RFQ.

VIII. CONTENTS OF THE RESPONSE TO THE REQUEST FOR QUALIFICATIONS

The qualifications response shall demonstrate the qualifications, competence, and capacity of the Firm. The response should contain the following sections, preferably organized in the order presented below:

- A. **Cover Letter/Letter of Interest** - Include a cover letter, addressed to Mr. Tom Pace, stating the eligibility of the Firm to respond to this RFP, a brief description and history of the Firm, and a statement of interest. (1-2 pages)
- B. **Table of Contents** - The table of contents shall reflect the order stated herein and shall include section titles and page numbers. (1-2 pages)
- C. **Firm Responsibility** – (Not to exceed 2 pages) Identify if your Firm has ever had the following occur in the past seven (7) years. For the purposes of this paragraph, “Firm” shall include any present or past (over the last five years), officers, owners, principals, partners, or any qualifying individuals including any Responsible Managing Employee (RME) or Responsible Managing Officer (RMO). Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a qualifications submittal:
 1. Found to be a non-responsible contractor by any public agency;
 2. Convicted for false claims;
 3. Firm’s license revoked or suspended;
 4. Debarred or otherwise ineligible to bid on or be awarded a public works contract;
 5. Terminated for cause or defaulted on a design contract; or

6. Convicted of a crime involving the awarding of a design or construction contract, or the bidding or performance of a construction contract.

D. Insurance Requirements - (Not to exceed 3 pages) All Firms submitting a response to this RFQ must have the ability to meet all of the insurance requirements set forth in the District's Master Services Agreement. (See Attachment 1 Exhibit A "Insurance Requirements" included in this RFQ). Firms must include a copy of their current certificate of insurance in their submittals evidencing the specified minimum insurance requirements. Respondents shall also describe the outcome of design and construction-related claims, if any, filed against the respondent's general liability or professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability, Sexual Abuse/Molestation Liability, and Auto Liability or a statement of liability shall be required from the successful respondent according to the terms of this RFQ/P.

E. Description of Firm – (Not to exceed 2 pages) Include a description of the Firm's qualifications for design services for California school construction projects. Include information regarding the size of the Firm, location of the office from which the required services will be performed, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.

F. Firm's Personnel and Staffing Resources – (Not to exceed 15 pages for section, individual resumes should not exceed 2 pages each) Submit resume(s) or profiles for each key staff member who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information;

1. Title;
2. Education;
3. Years of relevant experience;
4. Employee's primary office location;
5. Professional registrations, certifications and affiliations
6. Project-specific experience on public works projects with emphasis on K-12 and community college projects providing conceptual design and design services. Include dates of service and durations of each project listed and the name of the firm where employed.

G. Capacity & Methodology – (Not to exceed 3 pages) Provide an overview as to how the Firm will provide services and fulfill the requirements and expectations of the District and this RFQ. Use this section to address the ability of your Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. Describe the Firm's ability to provide design services in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to District's Project. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.

H. Relevant Experience and Past Performance – (Not to exceed 6 pages) Description of past performance and related experience in executing services as described in Section XIII "Scope of Work for Architectural and Engineering Services" as included in this RFQ. Each Firm is requested to describe six (6) of the Firm's most relevant design services projects provided in the past seven (7) years, preferably highlighting K-12 projects under the jurisdiction of the California Division of the State Architect (DSA). The project descriptions shall include:

1. Description of the project (size, type of construction, etc.)
2. Scope of the Firm's work on the project,
3. Dates services were performed and date construction was completed,
4. Total cost for the project, and
5. Owner's name, address, and reference contact name, title, email address and telephone number.

I. **Design Phase Services** - (not to exceed 4 pages). Describe your methodology in working with client and contractor representatives providing Preconstruction phase services for a project, specifically addressing firm's approach to the following:

1. Design and Preconstruction services phase staffing – Identify which team members/services are firm employees and which services are provided by consultants.
2. Project conceptualization and scoping
3. Design development and design reviews
4. Planning of project phasing and temporary construction needed to address the issues of construction on an operating campus.
5. Construction cost estimating – describe approach and process
6. DSA Interface
7. Cooperating in the Constructability Review process.
8. Value engineering process, providing examples which resulted in savings of significant savings of time or money.
9. Project schedule development and schedule adherence. Provide insight on firm's record of meeting schedules and deadlines of other clients.
10. Crime prevention through environmental design (CPTED): Discuss firm's experience and specific implementation of CPTED concepts.
11. Building Information Modeling (BIM): State whether you firm has BIM capability and describe your use of BIM on prior projects.

J. **Construction Phase Services** - (not to exceed 4 pages). Describe your approach providing Construction Administration services during the construction phase of a project. Address the Firm's role, ability and planned approach of the respondent to construction phase services, including but not limited to:

1. Construction phase project staffing,
2. Construction submittal review and approvals,
3. Review and response to Requests for Information (RFIs)
4. Using Bluebeam[™] software tools for collaboration with Owner and contractor(s). Cite specific experience where possible.
5. Monitoring of Construction quality.
6. Preparation and monitoring of the Punch List process
7. Managing DSA interface, including DSA design change procedures, inspection, and close-out processes. Demonstrate familiarization with DSA, PR 13-01, "BOX" Duties,
8. Documenting as-builts,
9. Building and systems commissioning,

10. Approach to Project Closeout procedures.
11. Describe advantages or differentiators over other entities providing similar design services.
12. Note: Information regarding the items above should be furnished for both the respondent and any sub consultants/sub-contractors included in the proposed team.

K. Local Business Outreach and Participation - (Not to exceed 3 pages)

The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and 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 has a goal of ten (10) percent of all contracts for these services be awarded to 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 where the District is located or the city or cities where the District has schools. Describe the Firm's plan for inclusion of local businesses in the services to be provided for the District.

L. Litigation – (Not included in page count) Furnish and provide specific information on any termination for convenience, litigation settled or judgments entered within the last five (5) years, as well as any civil judgments within the last five (5) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner's consultants, related to any project for which the Firm provided design services. If so, please describe the nature of the dispute and its anticipated outcome.

M. Bankruptcy - (Not included in page count) Identify if the Firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

N. Additional Information - Respondents are encouraged to provide additional information or description of resources the respondent feels is pertinent to the RFQ. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

IX. ATTACHMENTS TO THE QUALIFICATIONS DOCUMENT

Firm's qualifications response should also include the completed version of the following RFQ Attachments:

A. Attachment 1 – Sample Master Services Agreement (MSA) (Not in page count)

Respondent shall review the form of the Master Services Agreement as found in RFQ Attachment 1 and shall **complete and return Attachment 1a**. If exceptions are noted, provide detail on any proposed exceptions to those agreements on Attachment 1a Acceptance of Terms. If Firm has no exceptions, indicate as such.

1. **MSA Exhibit "A" – Insurance Requirements** As Per RFQ section IX.D., All Firms submitting a response to this RFQ must have the ability to meet all of the insurance requirements set forth in the District's Master Services Agreement. (See Attachment 1 - Exhibit A "Insurance Requirements" included in this RFQ). **Firms must include a copy of their current certificate of insurance in their qualifications submittal evidencing the specified minimum insurance requirements.**
2. **MSA Exhibit "B" AOP Form** is provided for information purposes, and a completed version the subject form is not a required part of the qualifications submittal.

3. **MSA Exhibit “C” Fingerprint and Criminal Background Check Certification** is provided for information purposes, and a completed version the subject form is **not** a required part of the qualifications submittal.

B. Attachment 2 – Firm Questionnaire – (Not in page count)

Each respondent must completely answer the questions in Attachment 2 of the RFQ.

C. Attachment 3 – Fee Schedule and Reimbursable Expenses (Not in page count)

Respondents shall state their proposed fees and complete a table of reimbursable expenses.

1. **Fee Schedule:** Identify all personnel that may be, directly and indirectly, assigned to the project as well as proposed hourly rates. These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) hourly rates offered on a lump sum and time-and- materials not to exceed basis.

2. **Reimbursable Expenses:** The maximum charge for all reimbursable costs shall be an amount not-to-exceed ten (10) percent of the Contract Amount unless otherwise approved by the District. Reproduction for District use shall be transmitted by selected respondents to District’s reproduction vendor. Qualifications must list basis for all other reimbursable costs including any markups. Please note that the District does not reimburse the cost of postage, faxes, deliveries, telephone and communication, mileage and/or travel expenses to and from District offices and/or project sites.

D. Attachment 4 - Equal Employment Opportunity (EEO) Certification (Not in page count)

Each respondent must certify that compliance with the federal EEO requirements is met.

E. Attachment 5 - Worker’s Compensation Insurance Certification (Not in page count)

Complete and sign the Worker’s Compensation Insurance Certification form.

F. Attachment 6 - Business Outreach Program - LBOP Registration Form (Not in page count)

Respondents are requested to complete and submit the District’s Business Outreach Program (LBOP) registration form. The District is using this form to monitor the participation of professional service providers in the Facilities Capital Improvement Program. A copy of the LBOP registration form is attached hereto as Attachment 6.

G. Attachment 7 – Draft District Master Plan

This draft document is provided as additional background information on typical future District projects. Design services for some (not all) of these efforts may be procured as a result of this RFQ. No specific response to this attachment is required in the qualifications submittal.

X. PREPARATION AND SUBMITTAL OF THE QUALIFICATIONS

H. Qualifications Submittal and Deadline

1. One original, five hard copies and a digital copy of the qualifications must be submitted under sealed cover by no later than **3:00 p.m. on May 31, 2019**.

2. Print your company name, **“Response to Request for Qualifications for Architectural and Engineering Services for Various Master Plan Projects, RFQ 205”** and RFQ deadline date (May 31, 2019) on the outside of the sealed qualification envelope or box.

3. Qualifications packages shall be delivered to the attention of:

Sherri Lien, Project Coordinator

Facilities Management/Maintenance and Operations Department
San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411
sherri.lien@sbcusd.k12.ca.us

4. It is the sole responsibility of the respondent submitting the qualification to ensure that their qualification is actually received in the Facilities Management/Maintenance and Operations Department office prior to the deadline time and due date. Late submissions will not be considered. Fax, email or telegraphic qualifications will not be accepted.

I. Qualifications Completeness

1. Qualifications shall be completed in all respects as required by the instructions herein.
2. An SOQ may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.
3. An SOQ 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 SOQ.

J. District Not Responsible For Preparation Costs

1. All costs incurred in the preparation, submission and/or presentation of respondents responding to the RFQ including, but not limited to, the respondent's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the respondent and will not be reimbursed by District.
2. District shall not pay for any costs incurred for the SOQ or contract preparation as a result of termination of this RFQ or termination of the contract resulting from this RFQ.

K. Right to Use Ideas

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

L. Modification or Withdrawal of RFQ

A respondent may modify or withdraw an SOQ after submission by written request of withdrawal and re-submission, provided that the SOQ withdrawal or modification is prior to the due date deadline specified.

M. Amendments

1. Respondents are advised that the District reserves the right to amend this RFQ at any time.
2. Amendments will be done formally by providing written amendments to all potential respondents known to have received a copy of the RFQ and/or by publishing the amendment on the Facilities Website: www.sbcusdfacilities.com.

N. Equal Opportunity

1. The respondent 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.
2. Legal residents of the United States of America shall be used in providing all services under this RFQ.
3. Respondent 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 respondent or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.
4. The successful respondent 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.
5. Complete the Equal Opportunity Certification form, attached herein as Attachment No. 4, and return with the SOQ.

O. Waiver or Breach Thereof

No term or provision of this RFQ 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.

P. Covenant against Gratuities

The respondent warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the respondent or any agent or representative of the respondent, 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 Agreement. 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 respondent agreed to supply shall be borne and paid for by the respondent. 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.

Q. Indemnification/Insurance

The respondent, 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. Further, the successful respondent (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 shall be as specified in Attachment 1, Exhibit A included in this RFQ.

R. Conflict of Interest

The respondent 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 respondent 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 RFQ.

S. Independent Contractor

The respondent 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 respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

T. Precedence of Documents

1. The contract between the District and the successful respondent (s) shall consist of:

- a) This Request for Qualifications (RFQ) and any amendments thereto,
- b) The SOQ submitted by the respondent to the District in response to the RFQ, and
- c) The respondent agreement included herein to be executed with the successful respondent(s).

2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Master Service Agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with applicable requirements stated in the RFQ or the respondent's SOQ.

3. In all other matters not affected by the written clarification, if any, the RFQ shall govern.

U. Compliance with Laws

In connection with the furnishing of services or performance of work under this RFQ, the respondent 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.

X. EVALUATION AND AWARD

A. Qualifications Evaluation:

1. A District Evaluation Committee will determine which, if any, qualifications are in the District's overall best interest to accept.

2. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing respondent.

3. The District may request any or all proposing respondents to participate in a presentation and/or interviews in regards to their qualification.

4. The invited respondents must be able to be available for the presentation and/or interviews within three (3) days of the request, unless another date has been agreed upon.

5. The District reserves the right to conduct negotiations with any number of respondents, as determined by the District, for entering into contract agreements.

B. Evaluation Scoring:

The evaluation of qualifications will include but not be limited to the following scoring values:

Scoring of Qualifications Responses:	
a.) Cover Letter/Letter of Interest	Not scored separately
b.) Table of Contents	Not scored separately
c.) Firm Responsibility	Pass/Fail
d.) Insurance Requirements	Pass/Fail
e.) Description of Firm	20 Points
f.) Firm’s Personnel and Staffing Resources	50 points
g.) Capacity & Methodology	20 points
h.) Relevant Experience and Past Performance	50 points
i.) Design Phase Services	30 points
Demonstrated CPTED experience	10 points
j.) Construction Phase Services	30 points
k.) Local Business Outreach and Participation	10 points
l.) Litigation	20 points
m.) Bankruptcy	10 points
n.) Additional Information	Not Scored
Overall completeness and clarity of Qualifications Submittal	30 points
Scoring for Attachments to the RFQ:	
Attachment 1a – Acceptance of MSA Terms	25 points
Attachment 2 – Firm Questionnaire	Scored with prior sections
Attachment 3 – Fee Schedule and Reimbursable Expenses	25 points
Attachment 4 - Equal Employment Opportunity (EEO) Certification	Pass/Fail
Attachment 5 - Worker’s Compensation Insurance Certification	Pass/Fail
Attachment 6 - Business Outreach Program	30 points
Total Possible Score	360 points

XI. GENERAL TERMS AND CONDITIONS

A. Local Businesses Participation

The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and the cities of San Bernardino and Highland 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 respondent(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 respondent will be required to certify on the invoices the names of local businesses utilized in any and all District assigned work.

B. District Obligation

Receipt of qualifications and responses to this RFQ does not obligate the District in any way. The District reserves the right to accept or reject any or all qualifications, to waive any irregularities or informalities in the respondent's submission or in the RFQ process.

C. Award of Contract

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

D. Approval to Start Work

The successful respondent(s) may be assigned work 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. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and issuance of an Assignment of Project (AOP) by the District.

E. Ownership of Documents

All qualifications and materials submitted in response to this RFQ 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 RFQ shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected respondents. Selected respondents agree not to assert any rights or to establish any claim under the design patent or copyright laws.

F. Joint Ventures

Where two or more respondents desire to submit a single response to this RFQ, 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 respondent and not with multiple respondents doing business as a joint venture.

G. Assignment

If a contract is issued to the successful respondent(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 respondent 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.

H. Respondent's Power and Authority

The respondent 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, respondent declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

I. 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.

J. Fingerprinting

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all respondents having any contacts with students without any clearance from the State Department of Justice. All personnel assigned to any duties on active and occupied school sites shall comply with the fingerprinting clearance law prior to providing services at the school sites. See Sample Master Services Exhibit "C" for additional information on fingerprint and criminal background check certification requirements.

(Continued next page)

XII. SCOPE OF WORK FOR ARCHITECTURAL AND ENGINEERING SERVICES

A. Overview

1. The Scope the Architectural and Engineering Services sought via this RFQ shall be focused on various upcoming projects included in the District's Facilities Master Plan. Selected architectural and engineering firms may be required to provide the necessary professional services for one or more of the following:

- a) New Construction, Building Additions and/or Expansion
- b) Modernization, Renovation and/or Retrofit

2. Project construction delivery methods could include:

- a) Lease Lease-Back Delivery Method
- b) Multi-Prime Delivery Method
- c) Traditional Design-Bid-Build Delivery Method

B. Typical Project Types

1. Typical projects could include but are not limited to:

- a) Gymnasiums (as new construction and/or building additions)
- b) Full-Day Kindergartens (as new construction and/or modernizations)
- c) Campus Modernizations
- d) Building Security Upgrades/Single Point of Entry Modernizations
- e) Building Systems/Utility Upgrades
- f) Lunch Shelters and Shade Structures
- g) Athletic Facility Upgrades

C. Typical Services

The architectural and engineering services to be performed may include but shall not be limited to the following:

1. Review approved Master Plan, if applicable, and any environmental clearance reports (CEQA).
2. Review existing documentation before commencing design, verify existing field conditions related to the existing facilities and at the proposed site; verify the accuracy of any as-built documents obtained, and utilize this information in the preparation of the design documents.
3. Prepare the design documents in accordance with the architectural and engineering services agreement and using the District's approved design standards, incorporating energy efficiency and CPTED goals.
4. Define the scope of the project in terms of program requirements, Develop construction cost estimates. Address feasibility, site constraints and opportunities, permit requirements, and technical concerns such as site utilities.
5. The design and construction phase services to be provided shall include, at minimum, schematic design, design development, construction documents, plan check and agency approval support, bid phase support, and construction administration.
6. All documents required for bid procurement (through coordination with District assigned Owner's Representative).

7. Coordination with and assistance to the District's representatives in the bid phase by preparing addenda and documents typically required from the architectural and engineering firms.
8. If required by the District, prepare and distribute meeting minutes held with the District, or government agencies. Prepare all design related project correspondence and documentation such as responses to requests for information (RFIs) and submittal responses, meeting minutes, letters, etc.
9. Submit design documents to the District, Division of the State Architect (DSA) and other government entities and/or utility providers as required for plan checks and approvals and close-out certification.
10. Prepare a detailed work plan indicating required and recommended meetings, milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the District. Make modifications and updates to the work plan as requested by the District.
11. Prepare as-built drawings when deemed necessary.
12. The design of the project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as those of the DSA, State Fire Marshall, City of San Bernardino or City of Highland, local Fire Departments, San Bernardino County Department of Public Works, State of California Building Codes, Americans with Disabilities Act, and other applicable requirements.
13. Make formal project design presentations to the District, and the Board of Education, if necessary.
14. Retain sub-consultants, or have proven in-house expertise, for the following specialties to provide technical assistance in the development of the project.
 - a) Civil Engineering
 - b) Structural Engineering
 - c) Mechanical, Plumbing and Fire Protection Engineering
 - d) Electrical Engineering and Emergency Power Systems
 - e) Communications and Audio-visual Systems and other Low Voltage Systems Engineering
 - f) Space Planning
 - g) Energy Conservation Consulting
 - h) Environmental Services
 - i) Construction Cost Estimating
 - j) Landscape Architect
 - k) Door Hardware Consulting
 - l) Related Services Consulting
15. Provide comprehensive management and quality control of every stage of the project, beginning with the original concept and project definition to yield the greatest possible benefit to District.
16. If required by the District, develop and define roles and responsibilities, handbooks/guidelines, commissioning plans, request for proposals (RFP), scopes of work, and contracts.

(End of Section)

ATTACHMENT 1 – Sample Master Services Agreement

***SAMPLE COPY ONLY
FOR INFORMATIONAL PURPOSES ONLY***

MASTER SERVICE AGREEMENT

BETWEEN

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

AND

[ENTER NAME OF CONSULTANT]

FOR

[ENTER TYPE OF SERVICES]

**MASTER SERVICE AGREEMENT FOR
DESIGN SERVICES
DEPARTMENT OF FACILITIES MANAGEMENT**

This MASTER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this **XXXX** day of [Month], 2019, by and between the San Bernardino City Unified School District (hereinafter referred to as "DISTRICT"), located at 777 North "F" Street, San Bernardino, California 92410, and **[NAME OF CONSULTANT]** (hereinafter referred to as "CONSULTANT"), located at **[ADDRESS]**, California ZIP CODE, (hereinafter referred to collectively as the "Parties" and each individually as "Party").

RECITALS

WHEREAS, the DISTRICT is authorized by Section 4525 et seq. and 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, architectural, environmental services, legal or administrative matters, if such person or persons is specially trained and experienced and competent to perform the special services required.

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

WHEREAS, the DISTRICT desires to engage the CONSULTANT to perform certain professional services in connection with the assigned project to the CONSULTANT by the DISTRICT ("Project") and the CONSULTANT represents that the CONSULTANT 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 to all terms and conditions herein.

1. TERM OF AGREEMENT

1.1. PERIOD OF AGREEMENT

This Agreement shall be for a period beginning [beginning date], and continuing through [ending date]. When both parties agree, this Agreement may, by written amendment, exercise an option for renewal not to exceed one-year intervals, at the expiration of each subsequent year of enforcement, up to a five-year period.

2. CONSULTANT'S SERVICES

2.1. ARCHITECTURAL AND ENGINEERING SERVICES

[BRIEF DESCRIPTION OF THE SCOPE OF WORK]

Said services such as preconstruction phase coordination, constructability review and related services for new construction and modernization projects are related to the DISTRICT's Facilities Capital Improvement Program and include the acquisition of new school or other sites and projects at new or existing educational, administrative and other sites whether owned, leased or controlled by the DISTRICT.

2.2. MASTER AGREEMENT, SCOPE OF WORK, AND ASSIGNMENT OF PROJECTS

This Agreement constitutes the Master Agreement between the DISTRICT and the CONSULTANT and sets forth the basic terms and conditions of the relationship. The Scope of Work – Exhibit “A” herein incorporated in this Agreement describes the project objectives and defines in general terms the tasks to be completed. The CONSULTANT shall perform the services stipulated in Exhibit “A” in accordance with the plans, specifications and terms of the Agreement. Similarly, the Agreement shall, from time to time, and at the sole discretion of the DISTRICT, be supplemented by the DISTRICT with individual Assignment of Projects (“AOP”) – Exhibit “B” herein incorporated and made a part thereof of this Agreement. The aforesaid AOP shall particularize and more fully describe each individual task. The AOP shall include the CONSULTANT’s proposal for said services, the specific scope of work, timeline for the specific project and all costs to the DISTRICT for the services thereunder. The CONSULTANT and those services performed by the CONSULTANT under this Agreement shall, in all cases in which the CONSULTANT is assigned a task or Project under an AOP, continue to be governed by all the terms of this Master Agreement and the specific responsibilities and individual tasks set forth and described in the AOP. Such AOP and all inclusions as described herein shall not be changed or altered in any manner without the prior written approval of the DISTRICT, and if the CONSULTANT performs any tasks or services not set forth in the AOP and which have not been authorized in advance by the District, in writing, the DISTRICT shall not be obligated to pay the CONSULTANT for such unauthorized tasks or services.

2.3. CONSULTANT’S BASIC SERVICES

The CONSULTANT’S Basic Services (“Basic Services”) will vary from one AOP to another and will be specifically defined therein for each individual Project as set forth under Paragraph 2.2 herein above. The CONSULTANT shall furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply all Basic Services as defined in the AOP. All Basic Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State and federal laws, rules and regulations.

2.4. CONSULTANT’S ADDITIONAL SERVICES

Additional Services (“Additional Services”) under this Agreement shall include those services performed by the CONSULTANT as a result of unusual circumstances. The Parties did not reasonably anticipate such services as would be necessary at the execution of this Agreement, which arise through no fault or neglect on the part of the CONSULTANT, and which cause the CONSULTANT to incur additional expenses as a result of such Additional Services. The DISTRICT may, at any time during the term of this Agreement, request that the CONSULTANT perform Additional Services, and the CONSULTANT shall not perform Additional Services without the prior mutual agreement by the Parties in the form of a written amendment to the AOP, specifically authorizing and instructing the CONSULTANT to perform such Additional Services. The DISTRICT shall not pay the CONSULTANT for Additional Services performed by the CONSULTANT without prior written amendment as set forth in this Paragraph 2.4. Fees for Additional Services shall be negotiated between both parties.

3. CONSULTANT'S FEE AND DISTRICT'S PAYMENT THEREOF

3.1. CALCULATION OF PROJECT FEE FOR BASIC SERVICES FOR QA/QC SERVICES

The DISTRICT shall compensate the CONSULTANT for Basic Services as specifically determined in each AOP, in accordance with the schedule of fully burdened hourly rates as set forth in contract Exhibit "D" - Schedule of Fees (the hourly rate of all CONSULTANT personnel/positions to be used in any given project, as approved and agreed to by DISTRICT). The total fee for each project shall not exceed the established range of the estimated Construction Budget or per sheet rate, as set forth in Exhibit "E" – Proposed Fee Structures. Compensation for Basic Services for each AOP shall be subject to a total Not-to-Exceed (NTE) aggregate amount specified in AOP therein, which can be increased only by written amendment signed by the Parties.

3.2. BIENNIAL PRICE ADJUSTMENTS

The hourly personnel rate as shown in Exhibit "C" shall continue to be effective throughout the term of this Agreement and shall not be increased hereunder no sooner than [ENDING DATE]. Thereafter, rates shall not be increased more often than once every two years and shall be negotiated with the DISTRICT based on the Consumer Price Index (CPI) for the area, prior to any price increases by the CONSULTANT. CONSULTANT must advise the DISTRICT in writing of any proposed new rates at least three (3) months in advance of the proposed effective date of any rate adjustment.

3.3. REIMBURSABLE EXPENSES

The DISTRICT shall compensate the CONSULTANT, at cost and at no markup, for Reimbursable Expenses ("Reimbursable Expenses"), provided that the DISTRICT has authorized in writing such Reimbursable Expenses in advance and as described below:

3.3.1. Fees advanced for securing approval of public agencies having jurisdiction over any Project hereunder; and

3.3.2. all reasonable expenditures made by the CONSULTANT or its employees for any Project covered by the AOP, including but not limited to long distance telephone calls, telex, express mail or delivery, photocopies of bid documents, and document reproduction.

Reimbursements shall not be made for services that are directly related to the Basic Services of the CONSULTANT as set forth herein.

3.4. INVOICING AND PAYMENT

The CONSULTANT shall submit to the DISTRICT, by the fifth (5th) working day of the month, a detailed invoice for the preceding month. Upon the DISTRICT's receipt and approval of such invoice, the DISTRICT shall issue payment to the CONSULTANT within sixty (60) calendar days. If the DISTRICT disputes any portion of such invoice, the DISTRICT shall promptly notify the CONSULTANT and shall pay the undisputed balance until such time as when the disputed invoices has been resolved, then payment shall be made accordingly. The DISTRICT shall not pay any fees for services contemplated hereunder but not performed.

4. RESPONSIBILITIES OF THE CONSULTANT

4.1. CONSULTANT'S ADDITIONAL RESPONSIBILITIES

In addition to the Basic Services and Additional Services set forth under Article 2 above, the CONSULTANT shall have the responsibilities set forth in this Article 4.

4.2. CONSULTANT AS AN INDEPENDENT CONTRACTOR

4.2.1. Responsible for All Employees. The DISTRICT retains the CONSULTANT as an independent contractor and CONSULTANT is not an employee of the DISTRICT. Any additional personnel performing services herein on behalf of the CONSULTANT shall be under the CONSULTANT's exclusive direction and control. The CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services herein and as required by law, and shall be responsible for all reports and obligations respecting such employees, including but not limited to social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance. The CONSULTANT shall, if applicable, abide by the DISTRICT's Labor Compliance Program ("LCP").

4.2.2. Independent Calling, District Control of Results. The CONSULTANT shall perform the services herein to achieve the results required hereunder in the CONSULTANT's own independent way, in the pursuit of the CONSULTANT's independent calling. The CONSULTANT shall, however, be under the direct control of the DISTRICT as to the results to be accomplished, but not as to the means or manner by which such results are to be accomplished.

4.3. PROJECT STAFFING

The CONSULTANT shall provide adequate staff and resources to facilitate all of CONSULTANT's services herein.

4.4. SUBCONTRACTORS/SUBCONSULTANTS

CONSULTANT agrees to bind each and every sub consultant to the terms of this Agreement as far as such terms are applicable to sub consultants work. If CONSULTANT shall subcontract any part of this Agreement, CONSULTANT shall be fully responsible to the DISTRICT for any and all acts or omissions of CONSULTANT's sub consultants and of persons either directly or indirectly employed by CONSULTANT. Nothing contained in the Agreement shall create any contractual relations between any of the CONSULTANT's sub consultants and the DISTRICT.

4.5. MEETINGS

The CONSULTANT shall attend all meetings as reasonably deemed necessary by the DISTRICT and that may be required by other governmental agencies in connection with the work and services herein.

4.6. STANDARD OF CARE

The CONSULTANT shall perform all services herein in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The CONSULTANT represents that CONSULTANT is skilled in the professional calling necessary to perform the services. CONSULTANT warrants that all of CONSULTANTs employees and sub consultants shall have sufficient skill and experience to perform the services assigned to them and that the CONSULTANT, its employees and subcontractors or sub consultants have all legally required licenses, permits, qualifications and

approvals necessary for the services hereunder and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Any of the CONSULTANT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of CONSULTANT's employees who fail or refuse to perform the services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the CONSULTANT and all not be reemployed to perform any of the services or to work on the Project.

4.7. SAFETY

The CONSULTANT shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the services herein, the CONSULTANT shall at all times be in compliance with all applicable local, State and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of CONSULTANT's employees and subcontractors, the DISTRICT's personnel, students, and the public, appropriate to the nature of the services herein and the conditions under which such services are to be performed. Safety precautions shall include but not be limited to, adequate life protection and life saving equipment and procedures, safety apparel as necessary or as required by law, adequate facilities for proper inspection and maintenance of all safety apparatus and measures, and instructions to all of CONSULTANT's employees and subcontractors regarding all safety and accident prevention aspects of performance of the work herein

4.8. LAWS AND REGULATIONS

The CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the services herein, including but not limited to, all California Code of Regulations Title 24 and Cal/OSHA requirements. The CONSULTANT shall be liable for all violations of such laws and regulations in connection with the services herein.

4.9. PREVAILING WAGES

Wage rates for the work herein shall be in accordance with the general, holiday and overtime prevailing wage rates in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations will, upon request, be made available by the DISTRICT and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement, and CONSULTANT shall comply with all of the provisions contained therein:

4.9.1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and

4.9.2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.).

4.10. EQUAL OPPORTUNITY EMPLOYMENT

The CONSULTANT represents that the CONSULTANT is an equal opportunity employer and that CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such nondiscrimination shall include,

but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. The CONSULTANT shall also comply with all applicable DISTRICT policies relating to equal opportunity employment or other related programs or guidelines currently in effect or hereinafter enacted by the DISTRICT.

4.11. MAINTENANCE OF RECORDS

4.11.1. Construction Records. The CONSULTANT shall maintain complete and accurate records with respect to all work performed by the CONSULTANT hereunder. Such records shall be made available by the CONSULTANT at all reasonable times during any period during which services are provided hereunder and for four (4) years from the date of the filing of the Notice of Completion for any AOP under this Agreement.

4.11.2. Accounting Records. The CONSULTANT shall maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred by the CONSULTANT under this Agreement. Such records shall be made available by the CONSULTANT at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement.

4.12. REPORTS TO STATE AGENCIES

The CONSULTANT shall provide copies of all reports required to be submitted to applicable regulatory State agencies to the DISTRICT, whether or not such reports are required by such agencies to be submitted to the DISTRICT.

5. COST OF CONSTRUCTION

During the Schematic Design, Design Development, and Construction Document Phases, the CONSULTANT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to this Article 5.

The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the CONSULTANT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the CONSULTANT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the CONSULTANT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the CONSULTANT's fee.

When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the CONSULTANT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the CONSULTANT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

If the lowest bid received exceeds the Budget:

- The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;
- The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
- If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;
- The DISTRICT may request the CONSULTANT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
- The DISTRICT may request the CONSULTANT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

If the DISTRICT chooses to proceed under Article V, Section 7(e), the CONSULTANT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

6. ESTIMATE OF PROJECT CONSTRUCTION COSTS

Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the CONSULTANT or DISTRICT.

The CONSULTANT shall prepare and review the CONSULTANT's estimates of Construction Cost at each phase of the CONSULTANT's services. The CONSULTANT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the CONSULTANT's services. The CONSULTANT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the CONSULTANT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The CONSULTANT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

The CONSULTANT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

7. RESPONSIBILITIES OF THE DISTRICT

The DISTRICT shall notify the CONSULTANT of all administrative procedures required for any Project hereunder and shall name a representative authorized to act on the DISTRICT's behalf.

The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay of the progress of any Project hereunder.

8. DISTRICT APPROVAL OF CONSULTANT'S WORK

All work prepared by the CONSULTANT in connection with the services herein shall be subject to the approval of the DISTRICT and any and all applicable regulatory State agencies, and shall be the property of the DISTRICT.

9. REPLACEMENT OF KEY PERSONNEL

9.1. REPLACEMENT BY CONSULTANT

The CONSULTANT shall not, during the term of the Agreement, change any of the CONSULTANT's key personnel as identified by the CONSULTANT in CONSULTANT's proposal for the work herein except with the written consent of the DISTRICT, unless the key personnel, whether an individual or individuals, prove to be unsatisfactory to the CONSULTANT and cease to be in the CONSULTANT's employ.

9.2. REPLACEMENT DUE TO DISTRICT REQUEST

If DISTRICT reasonably requests CONSULTANT to change any key personnel, the CONSULTANT shall replace such key personnel within five (5) working days after CONSULTANT's receipt of the written request from the DISTRICT.

10. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

10.1. OWNERSHIP OF WORK PRODUCTS

All materials and data required to be made or kept pursuant to federal, State or local laws, rules or regulations, prepared or collected by the CONSULTANT pursuant to this Agreement, shall be the sole property of the DISTRICT, except that CONSULTANT shall have the right to retain copies of all such documents and data. The DISTRICT shall not be limited in its use of such materials and data, provided that the DISTRICT shall indemnify and hold harmless the CONSULTANT for any such use not within the purposes intended by this Agreement, including the release of this material to third parties for a use not intended by this Agreement.

10.2. TRANSFER OF WORK PRODUCTS

The CONSULTANT shall provide all such materials and data described in in contract, scope of work and other contract documents, to the DISTRICT, or such other agency or entity as directed by the DISTRICT, or as required by law, rule or regulation, immediately upon completion of the term of this Agreement, or in the event of a termination article, pursuant to Article 13, and as directed by the DISTRICT. Should the DISTRICT desire to obtain possession of any such materials or data during the term of this Agreement, the DISTRICT shall make its request to the CONSULTANT in writing, and the CONSULTANT shall provide such requested materials or data to the DISTRICT within forty-eight (48) hours of the CONSULTANT's receipt of such DISTRICT request.

11. INSURANCE REQUIREMENTS

All of the CONSULTANT's insurance requirements under this Agreement are set forth in Exhibit "A," Insurance Requirements, which is hereby incorporated into this Agreement and made a

part thereof. Without in any way affecting the indemnity herein provided and in addition thereto, CONSULTANT shall provide all insurance dictated and checked in Exhibit A.

12. INDEMNIFICATION

The CONSULTANT hereby agrees to indemnify, defend and hold harmless the DISTRICT and its departments, agents, officers and employees from any and all losses or claims or sums that the 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 but not limited to, damages to property or injury or death of persons, arising out of the performance of the services herein rendered by the CONSULTANT or caused by any error, omission or act of the CONSULTANT or of any person employed by the CONSULTANT or of any others for whose acts the CONSULTANT is legally liable. Said sums shall, in the event of legal action, include court costs, expenses of litigation and reasonable attorney's fees. Such claims and causes include, but are not limited, negligence and professional errors or omissions. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under this Section, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

13. SUSPENSION OR TERMINATION OF AGREEMENT

13.1. SUSPENSION BY DISTRICT WITHOUT CAUSE, RECESSION OF SUSPENSION

The DISTRICT expressly reserves the right, at the DISTRICT's sole discretion, to suspend all or any part of the services under this Agreement or any AOP hereunder or any portion thereof without cost to the DISTRICT. If the DISTRICT suspends services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by the CONSULTANT or the acts or omissions of the CONSULTANT, then if services are resumed, the CONSULTANT's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by the CONSULTANT as a direct result of the suspension and resumption by the DISTRICT of the services.

13.2. NO SUSPENSION BY CONSULTANT WITHOUT DISTRICT CONSENT

The CONSULTANT shall not suspend the CONSULTANT's services herein or any part thereof or any AOP hereunder or any portions thereof without the DISTRICT's prior express written consent.

13.3. TERMINATION BY DISTRICT WITHOUT CAUSE

The DISTRICT may, by written notice to the CONSULTANT, terminate the whole or any part of this Agreement or any AOP hereunder or any portion thereof at any time and without cause by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. Upon termination, the CONSULTANT shall be compensated by the DISTRICT only for those services that have been adequately rendered to the DISTRICT (as determined by the DISTRICT) up to the effective date of termination, and the CONSULTANT shall not be entitled to further compensation.

13.4. NO TERMINATION BY CONSULTANT EXCEPT FOR CAUSE

The CONSULTANT shall not terminate this Agreement or any part thereof or any AOP hereunder or any portion thereof except for cause.

13.5. SUSPENSION OR TERMINATION BY DISTRICT FOR CAUSE

Noncompliance or breach by the CONSULTANT of any of the terms of this Agreement or with any or the terms of any AOP hereunder may be cause for suspension and/or termination by the DISTRICT of the Agreement or any or all of the AOPs hereunder. The DISTRICT shall provide written notice to the CONSULTANT of such noncompliance or breach. The CONSULTANT shall have five (5) business days from receipt of such notice to cure the noncompliance or breach, or the DISTRICT has the right to immediately terminate the Agreement or any or all of the AOPs hereunder, as applicable, without prejudice to any other right or remedy of the DISTRICT, including all remedies herein. In the event of such termination by the DISTRICT for cause, the CONSULTANT shall be compensated for services performed under this Agreement or under any applicable AOP hereunder to the date of termination and for such other documented and verifiable reasonable costs and expenses incurred by the CONSULTANT under the Agreement to the date of termination, including any duly approved Additional Services. The DISTRICT may offset any and all losses, damages, expenses and costs, including reasonable attorneys' fees and costs suffered or incurred by the DISTRICT as a result of CONSULTANT's noncompliance or breach.

13.6. DISTRICT'S RIGHT TO CURE

In addition to the DISTRICT's termination rights for cause set forth hereinabove, the DISTRICT shall have i) the right to cure the CONSULTANT's default hereunder at the CONSULTANT's cost, in which case all amounts expended by the DISTRICT in connection with such cure shall accrue interest from the date incurred until repaid to the DISTRICT by the CONSULTANT at the rate of ten percent (10 %) per annum; and ii) all other rights and remedies available to the DISTRICT at law and in equity, including, without limitation, an action for damages.

13.7. SIMILAR OR IDENTICAL SERVICES

In the event that this Agreement or any AOP hereunder is terminated in whole or in part as provided herein, the DISTRICT may procure, upon such terms and in such manner as the DISTRICT may determine appropriate, services similar or identical to those terminated to complete any unfinished services or new services as needed by the DISTRICT.

14. DISPUTE RESOLUTION

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

15. ATTORNEYS' FEES

If any action, either legal, administrative or otherwise, is brought by either Party against the other Party hereunder, each Party shall pay its own attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

16. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties hereto.

17. AMENDMENTS

This Agreement may not be amended except in writing and signed by the Parties hereto.

18. SUCCESSORS AND ASSIGNS

18.1. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the Parties.

18.2. NO ASSIGNMENT BY CONSULTANT WITHOUT DISTRICT CONSENT

The CONSULTANT shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the DISTRICT, and if such consent is not given by the DISTRICT, any action by the CONSULTANT under this Paragraph 18.2 shall be deemed automatically void.

19. INTERPRETATION

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any Party on the premise that the Party or the Party's attorneys were solely responsible for drafting this Agreement or any provision thereof.

20. GOVERNING LAW

This Agreement shall be interpreted, governed and construed and the CONSULTANT's services herein shall be performed in compliance with the laws of the State of California and applicable government regulations, building codes and ordinances in effect on the date of this Agreement.

21. DISTRICT AND PUBLIC POLICIES

21.1. CONSULTANT'S RECEIPT OF DISTRICT POLICIES AND FINGERPRINTING CERTIFICATION

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

21.1.1. Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b);

21.1.2. Affirmative Action Program for Equal Employment Opportunity Policy (No. 4136);

21.1.3. Nondiscriminatory Harassment Policy (No. 4136.1a-c); and

21.1.4. Drug-Free Workplace Policy (NO. 4205).

21.1.5. The CONSULTANT further agrees to complete and return to the DISTRICT, prior to beginning any work herein, the Fingerprint and Criminal Background Check Certification (Exhibit “C”).

21.2. CONDUCT AS EXPECTED OF DISTRICT EMPLOYEES

The CONSULTANT shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of the policies under Paragraph 19.1 hereinabove, but without the implication of employment. The CONSULTANT’s failure to abide by said policies may result in 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 these policies specifically address employees of the DISTRICT, the Parties agree and understand that the CONSULTANT is not an employee of the DISTRICT.

21.3. PUBLIC POLICIES

The CONSULTANT shall abide by the following Public Policies:

- 21.3.1. Titles VI and VII of the Civil Rights Act of 1964;
- 21.3.2. Title IX of the Education Amendments of 1972;
- 21.3.3. Section 504 of the Rehabilitation Act of 1973;
- 21.3.4. The Age Discrimination Act of 1975;
- 21.3.5. The Fair Employment and Housing Act; and
- 21.3.6. The Americans with Disabilities Act of 1990.

22. TITLES FOR CONVENIENCE

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.

23. NOTICES

23.1. ALL NOTICES IN WRITING, DEEMED SERVED

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided.

23.2. DISTRICT’S AND CONSULTANT’S CONTACT NAMES AND ADDRESSES

Official communications regarding this Agreement shall be addressed as follows:

To DISTRICT:	To CONSULTANT:
Facilities Management Department	[Name]
San Bernardino City Unified School District	
956 W. 9th Street	[Full Address]

Attn: Thomas Pace, Director	Attn: [Contact Name]
Telephone: (909) 388-6100	Telephone: : (xxx) xxx-xxxx
Fax: (909) 885-9991	Fax: (xxx) xxx-xxxx
	Email:

Exhibit A - Insurance Requirements

A. COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS

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

B. SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

If the CONSULTANT is a self-employed individual, the CONSULTANT 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 CONSULTANT did not arrange for which may be required due to any injuries of any type that may be sustained by the CONSULTANT while performing services under this AGREEMENT. The CONSULTANT 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 CONSULTANT shall not relieve the CONSULTANT of CONSULTANT's financial responsibility for the cost of medical and related treatment.

C. COMPREHENSIVE GENERAL LIABILITY

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Comprehensive General Liability with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The DISTRICT reserves the right to waive this General Liability insurance requirement and if so waived, the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages.

D. AUTOMOBILE LIABILITY

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Automobile Liability with a limit of not less than \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Coverage shall include Automobile 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 CONSULTANT's services herein. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

E. PROFESSIONAL LIABILITY

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability with a limit of not less than \$1,000,000 per claim / \$2,000,000 Aggregate, Errors and Omissions Insurance or Professional Liability (5 year discovery and reporting tail period coverage). The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

F. WORKERS COMPENSATION/EMPLOYER'S LIABILITY

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Employer's Liability with a limit of not less than \$1,000,000. The CONSULTANT shall provide the DISTRICT a Certificate of Insurance indicating "statutory" limits. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

G. SEXUAL ABUSE/MOLESTATION

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy with a limit of not less than \$1,000,000 Sexual Abuse Injury Limit of Insurance. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

H. SELF INSURED

In any instance in which successful proposer choose to self-insure the amount of the retained limit or the underlying policy limits, the assured, as self-insurer, has the same duties and obligations as above. The self-insured entity represents that it currently holds coverage in the amounts as required herein. Any deductibles or self-insured retentions must be declared to and approved by the District. District shall guarantee that, at the option of the District, either: (1) the self-insurer shall eliminate such deductibles or self-insured retentions in respects to the District, its Buyers, officers, employees, agents and volunteers; or (2) the self-insurer shall procure a bond guaranteeing payment of losses and related investigation costs, claims, administrative and defense expenses.

I. INSURANCE TERMS AND CONDITIONS

The commercial General Liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

17. All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents, consultants and volunteers as additional named insureds with respect to liabilities arising out of the =performance of services hereunder.
18. Waiver of Subrogation. Insurance policies shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by Consultant's insurance. Insurance policies shall contain provisions requiring the insurance carriers to waive their rights of subrogation against District, all additional insureds, and other insurance carriers for the Work. These waivers of subrogation rights shall extend to the officers, directors, employees licensors, and agents of the party. Consultant shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds.
19. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
20. Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."
21. Consultant's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds.
22. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees or consultants may be held responsible for payment of damages resulting from their operations.

23. If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

24. CERTIFICATE HOLDER shall read as: Facilities Department, San Bernardino City Unified School District, 777 F Street, San Bernardino, CA 92410.

25. All insurances shall be with a California Admitted insurer, with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.

J. 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 CONSULTANT's services herein, the CONSULTANT 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 CONSULTANT shall maintain such insurance from the time that the CONSULTANT commences performance of services hereunder until CONSULTANT's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the CONSULTANT shall furnish certified copies of the policies and all endorsements.

D. ADDITIONAL NAMED INSUREDS

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

E. WAIVER OF SUBROGATION RIGHTS

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

F. 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.

G. 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. CONSULTANT agrees to execute any such amendment with thirty (30) calendar days of receipt.

End of Exhibit A

Exhibit B – AOP Form
(See next page)



FACILITIES MANAGEMENT DEPARTMENT
ASSIGNMENT OF PROJECT (AOP)

FILLED OUT BY VENDOR			
PROJECT:		PROJECT NO.:	DATE:
MASTER CONTRACT NO.:		AOP NO.:	
MASTER CONTRACT PERIOD:		PROCUREMENT NO.:	
PWC 100 Form (DIR)	Project #		Date:
MASTER CONTRACT BETWEEN:			
DISTRICT		VENDOR/CONSULTANT	
San Bernardino City Unified School District 956 West 9th Street San Bernardino, CA 92411 (909) 388-6100		Vendor: Address: Contact Person: Phone No.:	
SCOPE OF WORK TO BE PERFORMED BY THIS AOP: <i>(Indicate the difference of work between former AOP and this AOP)</i>			
The above indicated PROJECT is assigned to the Consultant, for the services as described in the attached proposal hereunder: PROPOSAL DATE: _____ PROPOSAL AMOUNT: _____ This "Assignment of Project" is inherently a part of the Master Agreement. It is bound by the general terms and conditions of the Master Agreement. This "Assignment of the Project" describes in detail the Consultants proposed fee schedule, proposal, specific scope of work and other descriptions of services. IN WITNESS WHEREOF, the parties have executed this AOP as set forth below.			
DISTRICT		VENDOR/CONSULTANT	
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT		Vendor: 0	
_____ <i>(Signature)</i>	_____ <i>(Date)</i>	_____ <i>(Signature)</i>	_____ <i>(Date)</i>
Debra Love Director, Purchasing Department		Name: _____ Title: _____	
FOR DISTRICT USE ONLY:			
PROJECT MANAGER:		PREPARED BY:	OPSC NO.:
<input type="checkbox"/> STANDARD PO <input type="checkbox"/> BLANKET PO <input type="checkbox"/> EXISTING PO		AMOUNT: _____	
BUDGET NUMBER BEING CHARGED:			

_____ PM APPROVAL		_____ DATE	
0			
REQUISITION NO. :		PURCHASE NO. :	

Exhibit C - 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 seq.

With respect to the Agreement dated _____, between the San Bernardino City Unified School District ("DISTRICT") and the individual, company, or contractor named _____ ("VENDOR"), for provision of _____ services.

Please check all appropriate boxes and sign below:

REQUIREMENTS MET:

A) The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P. O. IS ISSUED.

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (P.O.) IS ISSUED TO THE VENDOR.

-OR-REQUEST FOR WAIVER:

B) The VENDOR requests a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the reason(s) permitted by Education Code section 45125.1 et seq.

- The VENDOR and its employees will have NO CONTACT with pupils. (No school site services will be provided.)
- The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about the length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- The VENDOR and its employees will have OTHER THAN LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]

--Check all methods to be used:

- 1) Installation of a physical barrier at the worksite to limit contact with pupils.
- 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ.
- 3) Surveillance of employees of the VENDOR by school personnel.
- The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable". [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on the certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the DISTRICT with current "Fingerprint and Criminal Background Check Certification", along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature _____ Printed Name _____ Title _____ Date _____

BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED

□

For District Use Only	WAIVER REQUEST: APPROVED DENIED <input type="checkbox"/>
	By: _____ Date: _____ <small>Chief Business and Financial Office, Business Services Division OR Other Authorized District Agent</small>
For District Use Only	WAIVER REQUEST: APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/>
	By: _____ Date: _____ <small>Perry Wiseman, Assistant Superintendent, Human Resources Division OR Other Authorized District Agent</small>

ATTACHMENT 1a – Acceptance of Terms
(Completed form to be returned with Qualifications submittal)

CHECK ONLY ONE:

I have read and understand the terms of the Sample Master Services Agreement as included in SBCUSD RFQ No. 205 for ARCHITECTURAL AND ENGINEERING SERVICES for VARIOUS PROJECTS at the San Bernardino City Unified School District. The terms and conditions of the Sample Master Services Agreement are accepted as it is written and no changes are requested.

I have read and understand the terms of the Sample Master Services Agreement as included in SBCUSD RFQ No. 205 for ARCHITECTURAL AND ENGINEERING SERVICES for VARIOUS PROJECTS at the San Bernardino City Unified School District, however the following modifications are requested at this time:

Proposing Firm/Entity Name

Authorized Signature

Signatory Name

Title

Date

ATTACHMENT 2 - Respondent Questionnaire
(Completed form to be returned with Qualifications submittal)

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

If the same information is provided elsewhere in your qualification 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 questionnaire.

SECTION A – GENERAL INFORMATION

(1) Respondent name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Email: _____

Internet Addresses: _____

(3) Type of respondent: (check one)

Individual Partnership Corporation State: _____

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

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 respondent name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

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

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

(9) For how many public agencies has respondent provided similar services?
_____.

(10) Please list the public agencies, including any school districts for which respondent has provided similar services. *(Use additional sheets as necessary.)*

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

(12) Identify Architectural and Engineering Services performed for other school districts in accordance parameters described above.

(13) Describe how respondent has successfully provided Architectural and Engineering Services such as those described herein.

(14) Describe the unique or innovative programming approaches utilized on previous projects.

SECTION B – LEGAL

(15) 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:

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

(a) If yes, provide details including the name of the other party:

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

(a) If yes, provide details:

(18) Is respondent, 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:

(19) Does respondent maintain errors and omissions coverage? _____.

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

(20) Will respondent comply with all District, local, State and Federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

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

SECTION D – CONFLICT OF INTEREST

(22) 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:

I certify and declare under penalty of perjury under the laws of the State of California that responses to the foregoing **Attachment 2 - Respondent Questionnaire** pages thirty five (35) through thirty eight (38) are true and correct.

Executed this _____ day of _____, 2019

at _____, in the State of _____.
 City, County

 Company Name

 Signature

 Title

 Print Name

ATTACHMENT 3 – Fee Schedule and Reimbursable Expenses
(Completed form to be returned with Qualifications submittal)

Fee proposal shall include the percentage of construction cost that shall be billed for projects when the method of compensation is determined to be by percentage of construction cost.

Sizes	Construction Cost	Architect’s Fees as Percentage of Construction Cost
SMALL SIZE PROJECTS	under \$100K	
	\$100K – \$500K	
	\$500K – \$1 Million	
	\$1 Million - \$3 Million	
MEDIUM SIZE PROJECTS	\$3 Million – \$5 Million	
	\$5 Million – \$7.5 Million	
	\$7.5Million - \$10 Million	
LARGE SIZE PROJECT	\$10 Million – Above	

REIMBURSABLE EXPENSES:

Consultants shall list the reimbursable expenses, if any, on a unit cost basis.

Reimbursable Expenses	Unit cost (\$)

Reimbursements:

The only reimbursements that will be paid to consultants shall be for actual cost of incidental materials and services authorized by the District. Reproduction of bidding documents shall be coordinated with the District printing vendor. Travel expenses and mileage are non-reimbursable.

ATTACHMENT 4 - Equal Opportunity Certification
(Completed form to be returned with Qualifications submittal)

Respondent: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This respondent is (check one):

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 _____

Name _____

Title _____

Date _____

ATTACHMENT 5 – Certification Regarding Workmen’s Compensation
(Completed form to be returned with Qualifications submittal)

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

Printed Name of Principal

Title

Date

(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.)

ATTACHMENT 6 – Business Outreach Program (LBOP Form)
(Completed form to be returned with Qualifications submittal)

BUSINESS OUTREACH PROGRAM				
Company Information			Contact Information	
Company Name			Name	Title/Position
Address			Cell phone	- - -
City			Office phone	- - -
State	Zip		Fax	- - -
Web Address			E-mail	
Ownership Type (check type)	Firm Size	License(s)		Business Certification (check all that apply)
<input type="checkbox"/> Sole Proprietor	Gross Revenue \$/yr	<input type="checkbox"/> A. General Engineering		<input type="checkbox"/> Small Business Enterprise (SBE)
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B. General 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				<input type="checkbox"/> Woman-owned Business Enterprise (WBE)
<input type="checkbox"/> Other:				<input type="checkbox"/> Other:
Services, Business Goods (check all that apply)				
<input type="checkbox"/> Architecture	<input type="checkbox"/> Environmental	<input type="checkbox"/> Inspection	<input type="checkbox"/> Special Construction	
<input type="checkbox"/> Communications/ IT	<input type="checkbox"/> Equipment	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties	
<input type="checkbox"/> Concrete	<input type="checkbox"/> Exterior Improvements (including landscape/irrigation)	<input type="checkbox"/> Masonry	<input type="checkbox"/> Surveying	
<input type="checkbox"/> Conveying systems	<input type="checkbox"/> Financial	<input type="checkbox"/> Metals	<input type="checkbox"/> Thermal and Moisture	
<input type="checkbox"/> Demo/Remediation	<input type="checkbox"/> Finishes	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Doors and Windows	<input type="checkbox"/> Fire Suppression	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Woods and Plastics	
<input type="checkbox"/> Earthwork	<input type="checkbox"/> Furnishings	<input type="checkbox"/> Portable Facilities	<input type="checkbox"/> Other:	
<input type="checkbox"/> Electrical	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Real Estate, Appraisal, Property Management		
<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC	<input type="checkbox"/> Safety and Security		
Local Business Outreach Profile (if applicable)				
1. Local Business Identification				
<input type="checkbox"/> Located in City of San Bernardino or Highland		<input type="checkbox"/> Located in San Bernardino County		
2. How do you prefer to receive notices for SBCUSD opportunities?				
<input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail				
3. How do you normally receive notices for SBCUSD opportunities? <input type="checkbox"/> District Website <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:				

ATTACHMENT 7 – Draft Facility Master Plan

The District’s Facilities Master Plan is nearing completion and is expected to be posted for viewing by early Summer 2019. Proposers are encouraged to check the District Facilities Department website for posting of the completed Facilities Master Plan:

www.sbcusdfacilities.com