



REQUESTS FOR INFORMATION

TO

REQUEST FOR QUALIFICATIONS (RFQ) 52

FOR

DSA INSPECTOR OF RECORD (IOR) SERVICES

May 28, 2009

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
FACILITIES MANAGEMENT DEPARTMENT**

The Facilities Management Department for the San Bernardino City Unified School District (District) has received the following requests for information (“RFI”) regarding the RFQ 52 for DSA IOR Services. Below are the District responses to each RFI, highlighted in blue.

RFI 1 – Is there a copy of the master services agreement available for review?

Please find attached to this document a DRAFT master services agreement for DSA IOR services. Please note that the District reserves the right to modify the terms of the Draft master agreement as may be necessary.

RFI 2 – Do firms with existing master service agreements for DSA IOR services need to resubmit?

Yes, firms with existing master service agreements need to resubmit their statement of qualifications (SOQ) and re-compete with all respondents to the RFP.

RFI 3 – May firms with existing master service agreements for DSA IOR services resubmit their existing proposals that are on file with District?

Yes, firms with existing master service agreements may resubmit their existing proposals on file with a letter to the district stating that this is their intent along with any appendages to address all requirements of this current RFQ. However, as there are certain criteria evaluating the SOQs, it is strongly recommended that the existing proposals on file with the District be updated by their respective firms to ensure proper response is provided for the information requested by the District.

RFI 4 – Why is the District soliciting for DSA IOR services when there are firms already in place?

The District is soliciting DSA IOR services SOQs as a matter of good business practice to ensure all service providers are given the opportunity to be considered as pre-qualified DSA IOR consultants..

RFI 5 – What happens to the firms with existing contracts if they don’t prequalify in this procurement? Are they still qualified to submit proposals for AOPs?

The firms currently pre-qualified by the District who have existing contracts may submit proposals for AOPs until the contract expiration date of September 2011.



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

BETWEEN

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

AND

INSPECTOR OF RECORD NAME

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In Witness Whereof

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AGREEMENT FOR INSPECTOR OF RECORD SERVICES

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

RECITALS

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

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

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

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

ARTICLE 1

TERM OF AGREEMENT AND ASSIGNMENT OF PROJECT

1.1 PERIOD OF AGREEMENT

This Agreement shall be for the period beginning [June 19, 2006] and continuing through [June 18, 2011], unless terminated earlier by DISTRICT or INSPECTOR as provided hereunder.

1.2 ASSIGNMENT OF PROJECT (AOP)

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

ARTICLE 2
INSPECTOR'S SCOPE OF WORK

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

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

2.1.2 Specialty Inspections.

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

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

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

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

2.2 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

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

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

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

versions of codes and jurisdictional regulations shall be as specified in the approved, permitted plans and specifications.

2.4 CONTINUOUS INSPECTION

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

2.5 DISTRICT FORMS

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

2.6 JOB SITE MEETINGS

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

2.7 INSPECTOR'S RELATIONSHIP WITH ARCHITECT AND CONSTRUCTION MANAGER

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

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

the Construction Manager additional details and information as may be required for the proper undertaking and completion of the Assigned Project.

2.8 INSPECTOR'S RELATIONSHIP WITH CONTRACTORS

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

2.9 GOVERNMENTAL AGENCIES HAVING JURISDICTION

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

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

2.10 INSPECTOR'S JOB FILES

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

2.11 INSPECTOR'S DAILY RECORDS

INSPECTOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by INSPECTOR to be accurate and qualitative. Such reports, which shall in all cases be completed within twenty-four (24) hours from the end of the timeframe covered by the daily record, shall record hours on the Assigned Project site; weather conditions; construction procedures, where performed and any deviations therefrom; construction equipment and vehicles utilized; personnel assigned by the Contractor and subcontractors; equipment and materials delivered to the site, including INSPECTOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and INSPECTOR's determination that they meet submittal and specification requirements; daily activities; verbal instructions and clarifications of the work given to the Contractor; decisions that either clarify or deviate from the contract documents; general observations and specific observations in detail as in the case of Assigned Project test procedures and results; occurrences or conditions that might affect the

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

2.12 INSPECTOR'S VERIFIED AND SEMIMONTHLY REPORTS

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

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

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

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

2.13 INSPECTOR'S RECORDS OF CONSTRUCTION PROCEDURES

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

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

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

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

2.14 TESTS

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

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

2.15 CERTIFICATION DOCUMENTATION

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

2.16 CONTRACTORS' AND SUBCONTRACTORS' DEVIATIONS IN THE WORK

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

2.17 DEFECTIVE WORK

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

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

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

2.19 CONSTRUCTION SCHEDULE AND POTENTIAL DELAYS IN SUBSTANTIAL COMPLETION

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

2.20 PAYMENT REQUESTS

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

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

2.20.3 Retests. INSPECTOR shall confirm any and all retests.

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

2.21 CONSTRUCTION AT EXISTING FACILITIES

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

2.22 EARLY OCCUPANCY OF FACILITY

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

2.23 AS-BUILT DRAWINGS

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

2.24 PUNCH LIST ITEMS

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

2.25 ADDITIONAL SERVICES

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

ARTICLE 3

ADDITIONAL PROVISIONS RELATING TO SCOPE OF INSPECTOR’S SERVICES

3.1 DISTRICT OWNERSHIP OF INSPECTOR’S PROJECT RECORDS

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

3.2 INSPECTOR’S OWN LABOR AND SUPPLIES

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

3.3 INSPECTOR ULTIMATELY RESPONSIBLE

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

3.4 INDEPENDENT CONTRACTOR

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

3.5 NO CAPACITY AS DISTRICT EMPLOYEE

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

3.6 BACKGROUND CHECK REQUIREMENTS

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

3.7 DISABLED VETERAN'S BUSINESS ENTERPRISE (DVBE)

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

3.8 NO DOUBLE COMPENSATION

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

3.9 INTERNAL REVENUE SERVICE FORM W-9

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

ARTICLE 4 RESPONSIBILITIES OF DISTRICT

4.1 FURNISHING INFORMATION TO INSPECTOR

DISTRICT will prepare and furnish to INSPECTOR, upon INSPECTOR's request, such information as is reasonably necessary to the performance of INSPECTOR's services under this Agreement. INSPECTOR

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

4.2 FURNITURE AND EQUIPMENT SUPPLIED BY DISTRICT

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

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

5.1 INSPECTOR'S COMPENSATION

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

5.2 FEE INCLUSIVE

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

5.3 NO FEE FOR SERVICES CONTEMPLATED

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

5.4 PREVAILING WAGE LAWS

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

5.5 NO FEDERAL OR STATE WITHHOLDING

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

**ARTICLE 6
INSPECTOR'S INVOICES**

6.1 MONTHLY SUBMISSION AND FORMAT OF INVOICES

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

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

General Information

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

Line Items

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

Purchase Order Summary

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

6.2 OTHER INVOICE REQUIREMENTS

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

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

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

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

ARTICLE 7 TERMINATION OF AGREEMENT

7.1 *PAYMENT ONLY FOR RESULTS ACHIEVED*

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

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

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

7.3 *DAMAGES AND COSTS INCURRED BY DISTRICT*

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

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

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

**ARTICLE 8
DISPUTE RESOLUTION**

8.1 CONTINUATION OF SERVICE DURING DISPUTE RESOLUTION

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

**ARTICLE 9
HOLD HARMLESS**

9.1 INDEMNIFY, DEFEND AND HOLD HARMLESS DISTRICT

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

**ARTICLE 10
INSURANCE REQUIREMENTS**

10.1 COMPLIANCE WITH LAWS AND WORKERS COMPENSATION INSURANCE

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

10.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

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

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

10.3 COMPREHENSIVE GENERAL LIABILITY INSURANCE

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

10.4 AUTOMOBILE LIABILITY INSURANCE

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

10.5 EVIDENCE OF INSURANCE COVERAGE

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

10.6 ADDITIONAL NAMED INSUREDS

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

10.7 WAIVER OF SUBROGATION RIGHTS

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

10.8 POLICIES PRIMARY AND NON-CONTRIBUTORY

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

10.9 INSURANCE REVIEW

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

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

ARTICLE 11 DISTRICT AND PUBLIC POLICIES

11.1 DISTRICT POLICIES

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

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

11.2 ADHERENCE TO DISTRICT POLICIES WITHOUT IMPLICATIONS OF EMPLOYMENT

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

11.3 PUBLIC POLICIES

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

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

**ARTICLE 12
NOTICES**

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

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

To DISTRICT:

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

To INSPECTOR:

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

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

**ARTICLE 13
TITLES FOR CONVENIENCE**

13.1 CONVENIENCE ONLY

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

**ARTICLE 14
ASSIGNMENT**

14.1 NO ASSIGNMENT WITHOUT DISTRICT CONSENT

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

**ARTICLE 15
MODIFICATION**

15.1 AMENDMENT ONLY BY MUTUAL WRITTEN CONSENT

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

**ARTICLE 16
ENTIRE AGREEMENT**

16.1 ENTIRE AND INTEGRATED AGREEMENT

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

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

NAME OF INSPECTOR OF RECORD

***SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT***

PRINTED NAME OF SIGNATORY
Corporate Title

MOHAMMAD Z. ISLAM
Assistant Superintendent
Business and Finance

Date

Date

DRAFT