



REQUEST FOR PROPOSALS

SOILS AND MATERIALS TESTING SERVICES

***VARIOUS SCHOOL FACILITIES CONSTRUCTION AND
MODERNIZATION PROJECTS***

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

OCTOBER 3, 2006

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**REQUEST FOR PROPOSALS
FOR
SOILS AND MATERIALS TESTING SERVICES**

VARIOUS CONSTRUCTION AND MODERNIZATION PROJECTS

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

OCTOBER 3, 2006

1. REQUEST FOR PROPOSALS

The San Bernardino City Unified School District ("District") is requesting proposals and a statement of qualifications from qualified firms and persons to provide professional services for Soils and Materials Testing services ("Services") for various new construction and modernization projects of the District's Facilities Capital Improvement Program, estimated construction cost of \$700,000,000 to \$830,000,000.

2. PROPOSALS DUE DATE AND TIME

In order to be considered, one (1) original and three (3) copies of the proposal must be received by the District at the address stated in Paragraph 3 herein below by personal delivery or by U.S. Mail by the following date and time:

October 17, 2006, 4:00 P.M., Pacific Time

The District reserves the right to reject any proposal received after the deadline stated immediately above.

3. CONTACT PERSON AND ADDRESS FOR SUBMISSION OF PROPOSALS

Interested, qualified firms and persons (collectively referred to as "Consultants") are invited to submit proposals to the following contact person and address:

Stan Hartman, Procurement
Facilities Management Department
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North "F" Street, San Bernardino, California 92410
Tel: 909-881-8008 ext 1308-282 * Fax: 909-495-1775
stan.hartman@sbcusd.com

4. SEALED ENVELOPE, CLEARLY MARKED

Proposals must be submitted in a sealed envelope, addressed to the contact person and address indicated above, with the name and address of the Consultant in the upper, left corner, under which should be clearly printed: PROPOSAL FOR SOILS AND MATERIALS TESTING SERVICES

5. FACILITIES PROGRAM DESCRIPTION

The District’s Facilities Capital Improvement Program consists of new construction and modernization projects of various sizes and scopes of work for K-12 school facilities with an estimated construction cost of \$700,000,000 to \$830,000,000 over the next five (5) years.

6. REQUESTS FOR INFORMATION

Questions about the Request for Proposal (“RFP”) process or the District’s Facilities Capital Improvement Program may be directed to:

Stan Hartman, Procurement
Facilities Management Department
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North “F” Street, San Bernardino, California 92410
Tel: 909-881-8008 ext 1308-282 * Fax: 909-495-1775
stan.hartman@sbcusd.com

7. SCOPE OF SERVICES

Services will include but not necessarily be limited to those services set forth in the DRAFT Exhibit A to the DRAFT Master Agreement for Soils and Materials Testing Services (“Agreement”), ATTACHMENT A, to this RFP to assist Consultants in developing their proposals.

8. SELECTION PROCESS AND SCHEDULE

8.1 Selection Process. The District intends, through this RFP, to establish a shortlist of Consultants eligible to provide Services for various construction projects as determined by the District through review and numerical ranking of the Consultants’ qualifications and proposals at the sole discretion of the District. Subsequent to establishing the shortlist, the District will at its sole discretion, and based on the numerical ranking workload considerations of the Consultants, enter into negotiations for a master agreements with selected Consultants. The District may enter into agreements with more than one Consultant who submitted proposals in response to this RFP.

Upon the execution of master agreements with Consultants and as the District identifies the need for the subject services, the District will request a proposal from one or more Consultants related to the specific construction project(s). Upon selection of a Consultant to perform the services, a work order called Assignment of Project (“AOP”) will be issued by the District. The AOP will show a total not-to-exceed cost to the District and line items that specify the services to be provided by the Consultant. The District anticipates issuing numerous AOP’s in order to meet the overall needs of its Facilities Capital Improvement Program.

8.2 Selection Schedule. The tentative schedule for the selection process is as follows, subject to revision in accordance with the needs of the District.

<i>Date</i>	<i>Event</i>
October 3, 2006	Issuance of RFP for Services
October 17, 2006	Proposals due by 4:00 P.M. Pacific Time

9. **DISTRICT POLICIES REGARDING SUBMISSIONS OF PROPOSALS**

- 9.1 **No Reimbursement.** The District will not reimburse Consultants for costs that they incur in preparing their proposals.
- 9.2 **Right to Request Additional Information.** The District reserves the right to request additional information from the Consultants in order to make a fully informed decision regarding selection of the Consultants.
- 9.3 **Right to Reject.** The District reserves the right to reject any and all proposals.
- 9.4 **Independent Contractor.** Consultants hired by the District as a result of this RFP will be independent contractors and not employees of the District.
- 9.5 **Insurance Requirements.** Although not required for the proposals, Consultants must meet the District requirements for insurance coverage delineated in Exhibit E to the Agreement, ATTACHMENT A hereto. Consultants must provide proof of insurance satisfactory to the District as a condition precedent to the District's execution of agreements with Consultants.
- 9.6 **Criminal Background Investigation.** Although not required for the proposals, Consultants must submit a completed and signed *Form Fingerprint and Criminal Background Check Certification – In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et sec.*, a copy of which is attached hereto as ATTACHMENT B, as a condition precedent to the District's execution of agreements with Consultants.
- 9.7 **Section 16: Disabled Veterans Business Enterprise.** Prior to, and as a condition precedent for final payment under any contract for the subject services, the Consultant shall provide appropriate documentation to the District, identifying the amount paid to disabled veteran business enterprises in connection with the Consultants performance of the agreement, so that the District can assess its success at meeting this goal. In accordance with Education Code Section 17076.11, this District has a participation goal for disabled veteran business enterprises of at least three (3) percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school facilities and expended each year by the District. A copy of Board of Education Policy Number 3323 is attached hereto as ATTACHMENT C.

10. **REQUIRED PROPOSAL FORMAT AND CONTENT**

- 10.1 **Prescribed Proposal Format.** Proposals submitted in formats other than the format described herein may be rejected at the sole discretion of the District.
- 10.2 **Proposal Format Requirements.** Proposals – one (1) original and three (3) copies – should be submitted in three-ring binders on 8 ½” by 11” paper, single-sided, with consecutive page numbers (*proposals not submitted in three-ring binders may be considered non-responsive; “bound” proposals may be considered non-responsive*). Sections of the proposals should be divided by labeled tabs that correspond to the Table of Contents. All text should be in a clear, legible font. Language should be clear, concise and economical. Judicious use of relevant, clearly

identified photos is acceptable. Each section should conform to the page limits specified herein below in Paragraph 10.4.

10.3 *Emphasis of Proposals.* In preparing proposals, Consultants should be mindful that, in addition to placing strong emphasis on the Consultant’s overall ability to provide the required services described herein, major factors for the District’s consideration will be the Consultant’s successful experience on public projects and, more specifically, similar K-12 programs, and the specific credentials and experience of the firm’s principals and the professionals to be working on District’s projects. Consultants submitting proposals must include the qualifications and experience of the afore-mentioned individuals.

10.4 *Content and Order of Proposal and Selection Criteria.* The proposals should contain the following sections in the order presented below. Consultants are instructed to note page limits and numerical scoring. Proposals that do not comply with this section may be considered non-responsive and as such may not be considered.

<u>Section Title</u>	<u>Page Limit</u>	<u>Points</u>
Section 1 - Letter of Interest	1	0
Section 2 - Table of Contents	1	0
Section 3 - Consultant Firm Data	3	15
Section 4 – Current Workload and Availability	1	15
Section 5 -Resumes (Principals and persons that the Consultant brings to the project)	As required	30
Section 6 - Hourly Rates and Reimbursable Expenses	1	25
Section 7 - Philosophy, Approach & Technical Capabilities	2	10
Section 8 - Litigation History - Construction	As required	5
Section 9 - Equal Employment Opportunity	As required	0
Section 10 - Additional Information (Optional)	1	0
Section 11 - Form Local Business Outreach Program	1	0
	Total	100

Section requirements are as follows.

Section 1: Letter of Interest

The proposal should be introduced with a Letter of Interest that presents information that the Consultant deems to be of key relevance.

Section 2: Table of Contents

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

Section 3: Consultant Firm Data

Include all of the following:

- A. Name of the consultant firm with address, telephone/fax numbers, email address
- B. Contact person's name and title
- C. Years in business of providing the Services described herein
- D. Number of current employees, including management
- E. Type of business organization; i.e., sole proprietorship, partnership, corporation (include the state in which incorporated)
- F. Consultant firm's statement of qualifications and experience to include most recent five (5) years successful experience on public works projects and, more specifically, K-12 programs similar to that of the District
- G. Name of the person who will sign the agreement

Section 4: Current Workload and Availability

Indicate the Consultant's ability to provide services in a timely manner. List Consultant's current and anticipated commitments, with the start and anticipated completion dates, for personnel that Consultant will assign to the District's projects.

Section 5: Personal Resumes

Submit resumes for the Consultant's principals and for each professional that the Consultant will assign to the District's projects. Include the following data and any other information for each professional person that the Consultant deems relevant:

- i) Years of experience in providing Services
- ii) Education
- iii) Professional registrations, certifications and affiliations
- iv) Project-specific experience, with focus on public projects and emphasis on K-12 projects
- v) Qualifications and experience; (dates and duration) in the Services, and, for each project listed, the name of firm where employed.

Section 6: Hourly Rates

Submit Consultant's fully burdened hourly rates in a table using the following format of all proposed personnel, including names, titles.

<i>Name</i>	<i>Title</i>	<i>Hourly Rate</i>
_____	_____	_____
_____	_____	_____

Section 6.1: Table of Reimbursable Expenses

Submit Consultant's table of reimbursable expenses on a unit cost basis, if applicable.

Section 7: Philosophy, Approach & Technical Capabilities

Describe the Consultant's philosophy and approach to providing the required services.

Describe the Consultant's capability to undertake appropriate methods to resolve problems associated with the services and to perform the required services.

Section 8: Civil Litigation History - Construction Related

List all construction-related litigation in the last five (5) years, filed either by an owner, owner's consultant or contractor, against the Consultant or Consultant's employees. State the beginning and end date, or anticipated end date, of each lawsuit, case or proceeding and the judgment or resolution or anticipated judgment or resolution.

Identify if the Consultant or any employee of Consultant is a party to an existing dispute with an owner, owner's consultant or contractor, or firm, related to any project that the Consultant provided the Services. If so, please describe the nature of the dispute and its anticipated outcome.

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

Section 8.1: Criminal Prosecution History

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

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

Section 8.2: Insurance Claims History

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

Section 9: Equal Employment Opportunity

Describe Consultant's equal employment opportunity policy.

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

Section 9.1: U.S. Legal Residency

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

Section 10: Local Business Outreach Program. Consultants are requested to submit the Local Business Outreach Program (LBOP) registration form. The District is using this form to monitor the participation of all non-local, local, small, minority, and women in the Facilities Capital Improvement Program. Copies of the LBOP brochure and LBOP registration form are attached hereto as ATTACHMENT D.

*SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North "F" Street
San Bernardino, California 92410*

*MASTER AGREEMENT FOR
SOILS AND MATERIALS TESTING SERVICES
DEPARTMENT OF FACILITIES MANAGEMENT*

This MASTER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this [Date] day of Month, Year, 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 Firm or Individual] (hereinafter referred to as "CONSULTANT"), located at [Address, City, State & 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.

**ARTICLE I
TERM OF AGREEMENT**

1.1 PERIOD OF AGREEMENT

This Agreement shall be for a period beginning [Month & Date, Year], and continuing through [Month & Date, Year]. 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.

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ARTICLE 2
CONSULTANT'S SERVICES

2.1 SOILS AND MATERIALS TESTING SERVICES

The CONSULTANT shall perform soils and materials testing services as authorized by the DISTRICT and with the accuracy and clarity necessary for construction bidding and construction. Said soils and materials testing services are related to the DISTRICT's facilities projects 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.

**ARTICLE 3
CONSULTANT'S FEE AND DISTRICT'S PAYMENT THEREOF**

3.1 BASIC SERVICES

The DISTRICT shall compensate the CONSULTANT for Basic Services as specifically determined in each AOP, in accordance with a schedule of fully burdened hourly rates and/or unit prices as set forth in **Exhibit "C"- Part A – Not-To-Exceed (NTE) Rate Sheet and Part B – Staffing List**. CONSULTANT shall submit Exhibit C along with the proposal for services once an AOP has been made by the DISTRICT. Compensation for Basic Services for each AOP shall be subject to a total Not-to-Exceed (NTE) amount specified therein, which can be increased only by written amendment signed by the Parties.

3.2 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 such Reimbursable Expenses in advance and as described below in writing.

- a) fees advanced for securing approval of public agencies having jurisdiction over any Project hereunder; and
- b) 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.

3.3 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 in the format provided as **Exhibit "D," Invoice Format**, hereunder. Upon the DISTRICT's receipt and approval of such invoice, the DISTRICT shall issue payment to the CONSULTANT within ninety (90) 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.

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**ARTICLE 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 subconsultant to the terms of this Agreement as far as such terms are applicable to subconsultant's 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 subconsultants 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 subconsultants 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 CONSULTANT's employees and subconsultants shall have sufficient skill and experience to perform the services assigned to them and that the CONSULTANT, its employees and subcontractors or subconsultants 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:

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

**ARTICLE 5
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.

**ARTICLE 6
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.

**ARTICLE 7
REPLACEMENT OF KEY PERSONNEL**

7.1 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.

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7.2 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.

**ARTICLE 8
OWNERSHIP OF MATERIALS AND CONFIDENTIALITY**

8.1 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.

8.2 TRANSFER OF WORK PRODUCTS

The CONSULTANT shall provide all such materials and data described in Paragraph 8.1 above, 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 Section 11, 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.

**ARTICLE 9
INSURANCE REQUIREMENTS**

All of the CONSULTANT's insurance requirements under this Agreement are set forth in **Exhibit "E," 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 E.

**ARTICLE 10
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.

**ARTICLE 11
SUSPENSION OR TERMINATION OF AGREEMENT**

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

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11.6 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.

11.7 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.

**ARTICLE 12
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.

**ARTICLE 13
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.

**ARTICLE 14
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.

**ARTICLE 15
AMENDMENTS**

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

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**ARTICLE 16
SUCCESSORS AND ASSIGNS**

16.1 BINDING ON SUCCESSORS AND ASSIGNS

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

16.2 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 16.2 shall be deemed automatically void.

**ARTICLE 17
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.

**ARTICLE 18
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.

**ARTICLE 19
DISTRICT AND PUBLIC POLICIES**

19.1 CONSULTANT'S RECEIPT OF DISTRICT POLICIES AND FINGERPRINTING CERTIFICATION

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

- i) Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b);
- ii) Affirmative Action Program for Equal Employment Opportunity Policy (No. 4136);
- iii) Nondiscriminatory Harassment Policy (No. 4136.1a-c); and
- iv) Drug-Free Workplace Policy (NO. 4205).

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 "F")**.

19.2 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.

19.3 PUBLIC POLICIES

The CONSULTANT shall abide by the following Public Policies:

- i) Titles VI and VII of the Civil Rights Act of 1964;
- ii) Title IX of the Education Amendments of 1972;
- iii) Section 504 of the Rehabilitation Act of 1973;
- iv) The Age Discrimination Act of 1975;
- v) The Fair Employment and Housing Act; and
- vi) The Americans with Disabilities Act of 1990.

**ARTICLE 20
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.

**ARTICLE 21
NOTICES**

22.1 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.

22.2 ADDRESSES

All notices, demands, requests or approvals from the CONSULTANT to the DISTRICT shall be addressed to the DISTRICT at:

San Bernardino City Unified School District
Facilities Management Department
777 North "F" Street.
San Bernardino, California 92410
Attention: Peace Aneke, Contract Analyst

With a copy to the Project Manager for the PROJECT at the following address:

San Bernardino City Unified School District
Facilities Management Department
Project: _____
777 North "F" Street.
San Bernardino, California 92410

Attention: Project Manager

All notices, demands, requests or approvals from the DISTRICT to the CONSULTANT shall be addressed to the CONSULTANT at:

- Consultant Name
- Department Name
- No. and Street, Suite No.
- City, State, Zip Code
- Attention: Contact Name and Title

ARTICLE 22
ENTIRE AGREEMENT AND COUNTERPARTS

22.1 ENTIRE AGREEMENT

This Agreement, including any exhibits contained herein and hereby incorporated into this Agreement by reference, contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, whether oral or in writing.

22.2 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties on the day and year first set forth hereinabove.

**SAN BERNARDINO CITY UNIFIED
SCHOOL DISTRICT**

CONSULTANT

Signature

Signature

MOHAMMAD Z. ISLAM

Name

Name

Title

Title

Date

Date

**EXHIBIT A
SCOPE OF BASIC SERVICES
SOILS AND MATERIALS TESTING**

***SECTION 1
GENERAL***

1.1 BASIC SERVICES HEREIN, APPLICABLE LAWS

The CONSULTANT shall provide the Basic Services set forth herein, as well as any incidental services necessary for the full and adequate completion of such Basic Services, in strict accordance with all applicable local, State and federal laws, rules and regulations, including but not limited to the State Building Code, California Code of Regulations Title 24, and Instructions on Division of the State Architect (“DSA”) Structural Tests and Inspections Form SSS 103-1 as provided for the Project, and instructions included herein.

1.2 PROJECT MEETINGS

The CONSULTANT’s Special Inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the Project Inspector of Record (“Inspector”). The CONSULTANT shall respond to the Inspector’s scheduling and coordination for soils and materials testing services.

1.3 REPORTS

The CONSULTANT shall provide daily and/or individual occurrence reports of Special Inspections and Testing results on forms previously approved in writing by the DISTRICT and shall provide sufficient copies to the Inspector for Inspector’s distribution to the Construction Contractor and Architect.

1.4 BILLING RATES AND UNIT PRICES

The scope of Basic Services herein shall be performed by the CONSULTANT at the fully burdened hourly billing rates and/or sampling and testing unit prices.

1.5 METHODS AND SPECIFICATIONS STATED HEREIN

In the event that one or more of the methods and/or specifications have been changed and/or updated by a subsequent edition of that method and/or specification, then the changed and/or updated and/or current version of that method and/or specification shall apply and is hereby incorporated into this scope of basic services.

***SECTION 2
PROJECT SCOPE OF BASIC SERVICES***

2.1 SOILS AND MATERIALS OBSERVATIONS AND TESTING

The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a

**EXHIBIT A
SCOPE OF BASIC SERVICES
SOILS AND MATERIALS TESTING**

nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2.1.1 Services. The CONSULTANT shall provide the following services:

- .1 Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- .2 Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- .3 Ensure that soils conditions are in conformance to soils report.
- .4 Foundation inspection.
- .5 Caisson, drilled piers or driven piles inspection.
- .6 As-graded soils reports.
- .7 Observations and testing during site clearing and mass grading.
- .8 Observing the foundations excavations for structures.
- .9 Observation and testing during backfilling of utility trenches.
- .10 Observation and testing during backfilling around retaining walls.
- .11 Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- .12 Observation and testing during asphalt concrete placement.
- .13 Perform the following Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory:
 - i) Soil, Aggregate & Asphalt
 - ii) Maximum Dry Density
 - iii) Expansion Index (ASTM D4318)
 - iv) R-Value
 - v) Sand Equivalent
 - vi) Sieve Analysis (ASTM C136)
 - vii) Hveem Stability
 - viii) Asphalt Extraction (ASTM 2172)

**EXHIBIT A
SCOPE OF BASIC SERVICES
SOILS AND MATERIALS TESTING**

- ix)* Hardness and Abrasion
- x)* Atterberg limits (ASTM 4318)
- xi)* No. 200 Sieve Analysis (ASTM D422)
- xii)* Specific Gravity C127/C128
- xiii)* Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- xiv)* Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1188)
- xv)* Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1559)
- xvi)* Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- xvii)* Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- xviii)* Asphalt Cores

2.1.2 *Observation and Testing.* Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

2.2 *CONCRETE/MIX DESIGN REVIEW*

2.2.1 *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & nonshrink grout bolts) and proof testing (installed wedge and expansion anchors).

2.2.2 *Laboratory Review.* The CONSULTANT shall review the proposed concrete mixes in its laboratory for conformance with the specifications.

2.2.3 *Tests to be Performed.* The CONSULTANT shall perform the following tests:

- .1* Concrete Compression Tests
 - i)* Concrete Cylinders (ASTM C29)
 - ii)* Concrete Cores (ASTM C39)
 - iii)* Lightweight Concrete (ASTM C495)
 - iv)* Insulating Concrete (ASTM C332)

**EXHIBIT A
SCOPE OF BASIC SERVICES
SOILS AND MATERIALS TESTING**

- .2 Concrete Flexural Tests
 - i) Flexural Test (ASTM C293/C78)
- .3 Steel Reinforcing
 - i) Tensile (ASTM A615)
 - ii) Bend (ASTM A615)
- .4 Concrete Aggregate
 - i) Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

2.3 REINFORCING STEEL PLACEMENT

Prior to the pours, the CONSULTANT shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The CONSULTANT shall check:

- 2.3.1 **Bars.** Size and spacing of bars.
- 2.3.2 **Splices.** Location and length of splices.
- 2.3.3 **Clearances.** Check clearances.
- 2.3.4 **Cleanliness of Bars.** Observe cleanliness of bars.
- 2.3.5 **Spacing tolerances.** Confirm spacing tolerances.
- 2.3.6 **Steel Support.** Proper support of steel with ties.

2.4 CONCRETE PLACEMENT

During the pours, the CONSULTANT shall be on site continuously, as required by code, to monitor placement. The CONSULTANT shall:

- 2.4.1 **Bar Displacement.** Determine that no bars are displaced during the pouring.
- 2.4.2 **Cleanliness of Steel.** Observe cleanliness of steel.
- 2.4.3 **Placement.** Determine adequacy of placement and vibratory equipment.
- 2.4.4 **Delivery Rate.** Determine proper delivery rate of concrete and monitor batch times.
- 2.4.5 **Correct Mix.** Determine that the correct mix is being utilized.
- 2.4.6 **Slump.** Monitor slump of each truck.
- 2.4.7 **Temperature.** Record temperature of air and concrete.

**EXHIBIT A
SCOPE OF BASIC SERVICES
SOILS AND MATERIALS TESTING**

- 2.4.8 **Cast Cylinders.** Cast cylinders for compression tests at the specified frequency.
- 2.4.9 **Air Checks.** Perform air checks, if required by specifications, during concrete placement.
- 2.4.10 **Anchor Bolt/Dowel Installation.** Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The CONSULTANT shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

2.5 COMPRESSION TESTING

The CONSULTANT shall transport all samples to CONSULTANT's laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

2.6 MIX DESIGN REVIEW

- 2.6.1 **Grout and Mortar Mixes.** The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT's laboratory for conformance with the specifications.
- 2.6.2 **Masonry Wall Prisms.** During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- 2.6.3 **Laboratory Tests.** Laboratory tests shall include:

- .1 Masonry Compression Tests
 - i) Mortar (UBC 21 - 16)
 - ii) Grout (UBC 21 - 18/ASTM C1019)
 - iii) Masonry Prism (ASTM E447)
 - iv) Masonry Cores (ASTM C42)
 - v) Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - vi) Dry Shrinkage - Masonry Units (ASTM C426)
 - vii) Sample Pick-up & Delivery
- .2 Steel Reinforcing
 - i) Tensile (ASTM A615)
 - ii) Bend (ASTM A615)
 - iii) Steel Tagging, Pick-up and Delivery
- .3 Concrete Aggregate

**EXHIBIT A
SCOPE OF BASIC SERVICES
SOILS AND MATERIALS TESTING**

- i) Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

2.6.4 Duties. The CONSULTANT's duties shall include the following:

- .1 Review mill test certifications of block and reinforcing steel.
- .2 Inspect to determine size and spacing of dowels.
- .3 Inspect to determine that cleanouts are provided for high-lift grouting methods.
- .4 Inspect proper lay-up of block units.
- .5 Inspect reinforcing steel prior to grouting.
- .6 Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
- .7 Inspect to determine proper consolidation of grout.
- .8 Check that curing requirements are being followed.

2.7 STRUCTURAL STEEL

2.7.1 Inspection Services. The CONSULTANT shall provide inspection services for the following:

- .1 Field Welding
- .2 High Strength Bolting
- .3 Metal Decking
- .4 Welded Stud Connectors
- .5 Fabrication Shop

2.7.2 Non-Destructive Examinations, Fabrication, Field Testing. The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:

- .1 Ultrasonic Examination
- .2 Magnetic Particle Examination
- .3 Liquid Penetrant Examination
- .4 Radiographic Examination

2.7.3 Non-Destructive Examinations, Fabrication Shop Testing. The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):

- .1 Ultrasonic Examination

**EXHIBIT A
SCOPE OF BASIC SERVICES
SOILS AND MATERIALS TESTING**

- .2 Magnetic Particle Examination
- .3 Liquid Penetrant Examination
- .4 Radiographic Examination

2.7.4 *Laboratory Tests.* Laboratory tests shall be performed on the following:

- .1 High strength bolts
 - i)* Hardness Test (ASTM A325)
 - ii)* Tensile Strength (ASTM F606)

EXHIBIT "E"
INSURANCE REQUIREMENTS

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

Workers Compensation Insurance Required for this Agreement:

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 the 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.

1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

Medical Insurance for Self-Employed Required for this Agreement:

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 11.5, 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.

1.3 COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance Required for this Agreement:

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 \$500,000 per occurrence. 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.

1.4 AUTO LIABILITY

Auto Liability Insurance Required for this Agreement:

The CONSULTANT shall confirm that all individual inspection staff shall carry and maintain personal Auto Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of CONSULTANT's services herein. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

1.5 PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance Required for this Agreement:

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of professional liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

1.6 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.

1.7 ADDITIONAL NAMED INSUREDS

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

1.8 WAIVER OF SUBROGATION RIGHTS

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

1.9 POLICIES PRIMARY AND NONCONTRIBUTORY

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

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

CONSULTANT's Initials

Business Services

Accounting Services Fiscal Services Payroll

Purchasing Warehouse

"Quality Work by Quality People"

To: All Principals and Department Heads **Bulletin No. 05-019**

From: Mohammad Z. Islam **July 29, 2005**
Assistant Superintendent
Business and Finance

Subject: **Department of Justice Fingerprint and Criminal Background Investigation Requirements (Ed Code Section 45125.1)**

No Course of Study activity (Services or performances for student assemblies, classroom lectures or presentations which enhance student educational programs), **Non-Classified Expert** (Individuals or groups that provide a service for District staff) or **Consultant** services will be approved or should take place at your site until a **(DOJ) Fingerprint and Criminal Background Investigation form** has been filled out and submitted along with your request for services for approval to Business Services. Please plan ahead, as this must be **completed** and **approved** no less than three weeks prior to a regularly scheduled Board meeting to ensure Board approval before the date of service. **NO EXCEPTIONS.**

A photocopy of the form will be returned to your site with approval or denial.

For further clarification, please call 381-1164.

Attachment

Attachment B

San Bernardino City Unified School District
 777 N. F Street, San Bernardino, CA, 92410

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 violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

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

---OR---

REQUEST FOR WAIVER:

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.

B) The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following 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 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 this 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:

Office use only	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/> By: _____ Date _____ <i>Mohammad Z. Islam, Business Administrator, Business Services Division OR Other Authorized District Agent</i>
	WAIVER REQUEST: APPROVED--- <input type="checkbox"/> DENIED--- <input type="checkbox"/> By: _____ Date _____ <i>Harold Vollkommer, Asst. Superintendent, Human Resources Division OR Other Authorized District Agent</i>

BUSINESS AND NON- INSTRUCTIONAL OPERATION

Policy No. 3323

DISABLED VETERAN BUSINESS ENTERPRISES

Project agreements for the construction and/or modernization of school facilities which are approved for funding by the State Allocation Board shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District.
2. At the time of execution of a contract, the contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the contractor shall provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.
3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.

Adopted by the Board of Education: May 2, 2000

Attachment C

**DON'T MISS OUT ON
SBCUSD LOCAL BUILDING
OPPORTUNITIES—**

**—ADD YOUR NAME TO OUR
MAILING AND EMAILING LIST.
CONTACT US TO REGISTER:**

SBCUSD—Facilities Management
LOCAL BUSINESS OUTREACH PROGRAM
777 North F Street
San Bernardino, CA 92410
(909) 381-1238 Fax (909) 885-4218
susan.deleon@sbcusd.com

OR VISIT LBOP ON THE WEB @

www.sbcusd.k12.ca.us

AND CLICK ON Nutrition Services and Facilities Operations



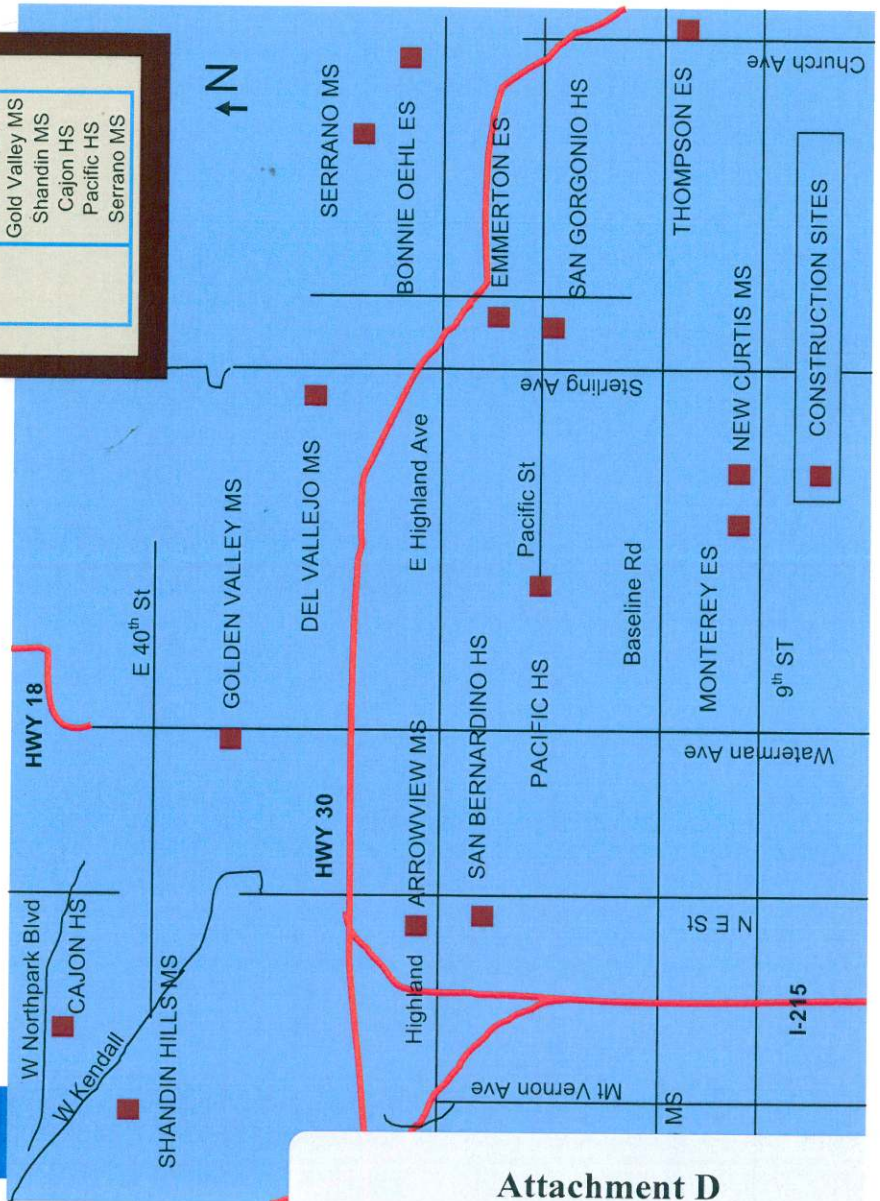
SBCUSD

**BUILDING
SCHOOLS.
BUILDING
EDUCATION.
BUILDING
OPPORTUNITIES.**

**LOCAL
BUSINESS
OUTREACH
PROGRAM**

**SBCUSD
FACILITIES CONTRACTS
6 MONTH LOOK AHEAD**

Type	School Name
Mods	Belvedere ES
	Cajon HS
	Thompson ES Oehl ES
New	Monterey ES
	New Curtis MS
	Emmertton II ES
SDC	San Bernardino HS
	Arrowview MS
Adds	King MS
	San Gorgonio HS
	Del Vallejo MS
	Gold Valley MS
	Shandin MS
	Cajon HS
	Pacific HS
	Serrano MS



Attachment D



Program Plan

MISSION

SBCUSD, in support of local businesses and its students, is implementing an outreach program to increase awareness and participation in its facilities contracts opportunities.

STRATEGY

SBCUSD is communicating program information in phases to leverage and strengthen existing relationships and build new ones

- Phase I—target existing district business and education partners
- Phase II—expand out to other local businesses citywide
- Phase III—embrace local businesses countywide

OPPORTUNITIES

SBCUSD is collaborating with existing industry associations, chambers, public agencies, to provide

- Information about contracting opportunities
- Training and dialogue to eliminate program barriers
- Network of industry partners for teaming opportunities



Program Qualifications

BUILDING SCHOOLS

SBCUSD Business Partnerships

To become a program partner, a local business must submit:



Proof of Locality (any one or more):

- Local business license
- Local business address
- Local residence



Program Registration Form

BUILDING EDUCATION

SBCUSD Education Partnerships

To be designated "ED Friendly," a local business must either:



Volunteer to SBCUSD education programs (any one or more) :

- Time
- Talent
- Treasure



Partner or subcontract with a local business that is designated "ED Friendly"



Program Incentives

LOCAL BUSINESS NETWORKING

Industry, Association, Chamber Events

Build opportunities by networking with Construction Managers, Prime and General Contractors, and SBCUSD Facilities Management at events hosted with local chambers of commerce and industry associations. Meet and team with other local businesses for SBCUSD Facilities Contracts.

LOCAL BUSINESS TRAINING

Workshops, Brown Bags, Presentations

Take advantage of our educational partnerships with businesses, economic consortiums, redevelopment agencies, small and minority development centers to learn how to obtain insurance, qualify for industry certifications, and expedite contract pay applications.

LOCAL BUSINESS RECOGNITION

"ED Friendly" Business Designation

Be recognized for your support of SBCUSD students and education programs. Our unique "ED Friendly" logo on district vendor lists, contractor and subcontractor directories accessed by district purchasing, local contractors and professional services differentiates your business from the rest.



**BUILDING SCHOOLS.
BUILDING EDUCATION.
BUILDING OPPORTUNITIES.**



SBCUSD LOCAL BUSINESS OUTREACH PROGRAM

SBCUSD LBOP REGISTRATION

Company Information

Contact Information

Company Name and Address	Name	Title/Position
	Cell phone	- -
	Office phone	- - Fax - -
Corporate Address (if different than local)	E-mail	
	Web Address	

Ownership Type
(check type)

Employee Count

Gross Receipts

Small Business Certification
(check type)

<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other:(describe)		YR/\$	<input type="checkbox"/> SB <input type="checkbox"/> DVBE <input type="checkbox"/> other: <input type="checkbox"/> none Name on Certification: _____ Certifying Agency: _____
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Business Goods and/or Services (CSI)

(Check all that apply and circle or note specialty)

<input type="checkbox"/> General Contracting (00)	<input type="checkbox"/> Doors and Windows (08)	<input type="checkbox"/> Electrical (16)	<input type="checkbox"/> Planning
<input type="checkbox"/> General Requirement (01)	<input type="checkbox"/> Finishes (09)	<input type="checkbox"/> Utilities	<input type="checkbox"/> Architect/Engineer
<input type="checkbox"/> Site work (02) Demo/remed	<input type="checkbox"/> Specialties (10)	<input type="checkbox"/> Communications/ IT	<input type="checkbox"/> Construction Mgmt
<input type="checkbox"/> Concrete (03)	<input type="checkbox"/> Equipment (11)	<input type="checkbox"/> Landscape/Irrigation	<input type="checkbox"/> CADD/Drafting
<input type="checkbox"/> Masonry (04)	<input type="checkbox"/> Furniture (12)	<input type="checkbox"/> Security	<input type="checkbox"/> Admin/office Graphic Design
<input type="checkbox"/> Metals (05)	<input type="checkbox"/> Spec Constr (13)	<input type="checkbox"/> Portable/mod facilities (lease/purchase)	<input type="checkbox"/> Accounting AP,AR, HR, Payroll
<input type="checkbox"/> Woods and plastics (06)	<input type="checkbox"/> Conveying systems (14)	<input checked="" type="checkbox"/> Real Estate/Appraisal/CEQA	<input type="checkbox"/> DSA, CEQA, CDE Specialty:
<input type="checkbox"/> Thermal and moisture (07)	<input type="checkbox"/> Mechanical (15)	<input type="checkbox"/> Inspection DSA certified: <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IP	<input type="checkbox"/> OTHER:(specify)

Local Business Program Qualifications

To qualify as a local business complete #1 and #2
To be designated as an "ED Friendly" local business also complete #3

1a. All above Registration information filled out yes

b. Deliver program information via: USPS E-mail

2. Local Business (located within San Bernardino County) (check all that apply)(attach copy of documentation)

local business license local business address local residence

City of San Bernardino County of San Bernardino/City: Other:

3. "ED Friendly" Designation (you must check at least one)

As a local business, contribute time, talent and/or treasure in support of SBCUSD education programs (attach copy of documentation)

Partner/Subcontract with other local businesses who are Ed Friendly (attach copy of documentation)

Contact name/tel	School/Co.