

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

Leighton Consulting, Inc.

**THIS AGREEMENT** is made effective on 02/14/24, and it is made by and between \_\_\_\_\_, date \_\_\_\_\_, consultant name \_\_\_\_\_ hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

**RECITALS**

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

**AGREEMENTS**

1. PERIOD OF AGREEMENT: Shall be from 02/14/24 through 09/30/24, date \_\_\_\_\_ date \_\_\_\_\_
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Material Testing and Special Inspection Services for HVAC Upgrades at Citrus Valley High School Gymnasium (Building D)

Please check if applicable:

☐

A statement of work is attached.

☐

A specification is attached.

☒

Other attachment described as: \_\_\_\_\_

Proposal dated January 18, 2024

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Consultant will commence providing services under this Agreement on 02/14/24, and will diligently, properly and in full compliance perform as required and complete the performance of services by 09/30/24, date \_\_\_\_\_ date \_\_\_\_\_ the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. **INDEPENDENT CONTRACTOR:** The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. **PAYMENT:** The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed \$ 12,601.00, dollar amount \_\_\_\_\_

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: \_\_\_\_\_

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.

The Consultant, at Consultant's expense, cost, and risk, shall defend any ~~and all actions~~ suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in ~~any action~~ suit or other proceedings as a result thereof.

10. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide certificates indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement **NAMING THE DISTRICT AS ADDITIONALLY INSURED** with the endorsement on form CG20 11 04 13 to be sent to us **DIRECTLY** from your broker with a waiver of subrogation and primary CG 24 04 05 09, noncontributory CG 20 01 04 13.

- ☒ Certificate of Insurance Attached with endorsements as specified
- ☒ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ **NO** Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☐ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of
- ☐ services, see form attached IF working individually with students unsupervised.
- ☐ **Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract.**

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall

have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. **ASSIGNMENT:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **COMPLIANCE AND CERTIFICATION:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
  - a. Increase dollar amounts
  - b. Effect administrative changes
  - c. Effect other changes as required by law.
16. **CONFLICT OF INTEREST:** Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
18. **GOVERNING LAW:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
19. **CONFIDENTIALITY:** All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

Leighton Consulting, Inc.

Consultant/Firm Name

41715 Enterprise Circle N, Suite 103

Consultant Address

Temecula, CA 92590

City, State, Zip

SIMON SAID

(Signature, Authorized Representative)

951. 252. 8013

(Telephone)

ssaid@Leightongroup.com

(email address)

2/2/2024

(Date)

District:

Redlands Unified School District

20 West Lugonia Ave.

Redlands, CA 92374

Assistant Superintendent, Business Services  
Chief Business Official

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

(Date)

District Board of Education Approval Date: \_\_\_\_\_ District Requisition Number: \_\_\_\_\_ P.O. Number: \_\_\_\_\_

January 18, 20243  
Proposal No. 21478

Redlands Unified School District  
20 West Lugonia  
Redlands, CA 92374

Attention: Mr. Ken Morse

**Subject: Proposal for Materials Testing and Special Inspection Services  
Citrus Valley High School Building D HVAC Upgrades (DSA 04-122487)  
800 West Pioneer Ave. Redlands, California**

In response to your request, we are pleased to present this proposal to provide materials testing and special inspection services for the subject project.

## PROJECT DESCRIPTION

Our understanding of this project is primarily based on our review of project plans prepared by PCH Architecture and DSA-103 (DSA approved on 09/12/2023). Based on our review, the project generally consists of partially replacing existing HVAC with a new system in building D. An estimated construction budget of \$1,300,000 was reported on the DSA eTracker and the project is scheduled to start in June 2024.

## PROPOSED SCOPE OF WORK

Our proposed scope of work will consist of materials testing and special inspection services in accordance with Chapter 17A of the 2022 California Building Code (CBC) and other recognized authorities as specified in the provided project manual. A partial list of the above disciplines or tasks are further described below:

- **Post-Installed Anchors/Epoxy Dowels (On-Site):** We will provide a special inspector to observe installation of post-installed epoxy and screw/expansion (mechanical) concrete and masonry anchors. Our special inspector will view the installation of these anchors in accordance with ICC-ES Evaluation Report, specific to anchors used. We will also provide pull, torque and/or proof testing, as necessary, of installed concrete anchors.
- **Shop/Field Welding Inspections:** Our services will consist of inspection of welding procedures and welds for conformance to approved plans, specifications, and building codes. This inspection is generally performed on a continuous basis during structural welding. The inspector may use gamma ray, sonic or any other aid that he may deem necessary to assure the adequacy of his welding inspection.

- **Deliverables:** Daily reports of testing and inspection services presenting applicable information will be prepared at the completion of each activity, and electronic copies (PDFs) e-mailed.
- **Project Management/OC:** A California licensed Civil Engineer (PE) will review all DFRs and laboratory test results, experienced staff will prepare reports for distribution. Materials concerns encountered in the field and noted in DFRs, and any material tested and found to not conform to project specifications, will be brought to the attention of the district's designated representative and your DSA designated Project Inspector. Supervision, quality, and project management will be provided by our Civil Engineer (PE) as Laboratory of Record (LOR).
- **Project Closeout:** We will prepare DSA-291 (Laboratory of Record Verified Report) form as the inspection card requires (interims) and when the project is completed (final), which will be required by DSA to properly closeout this project. These forms will also be uploaded to the DSA "Box".

## SCHEDULE

Scheduling of our technicians and inspectors should be done in accordance with the requirements of the Project Manual; however, we would like two working days advance notice when scheduling our field personnel at the commencement of construction; work thereafter may be scheduled with one working day (minimum 24-hour) notice. Calls to our dispatch after 3:00 pm (prior workday) or on weekends and holidays are not addressed until the first following working day, without prior arrangement. Daily field reports (DFRs) will be distributed to your Project Inspector (PI) and/or project superintendent for review and signature. We anticipate that your project superintendent or PI will be on-site to (1) schedule our personnel, (2) supervise various contractors' activities and (3) respond to deficiencies in earthwork or materials, if necessary. We will work closely with your field representative to reduce standby time or unnecessary trips to the site.

## FEES AND TERMS

### Time and Expense Fee Schedule

The actual amount of time, and our associated fees, will be dependent on weather, requests of the district and/or PI and the contractor's schedule, sequencing, pace, and efficiency. We understand that the district will approve all changes prior to cost adjustments. Our estimated budget for the above services is **\$12,601**. **A detailed breakdown of the estimated fee is included in Table 1 attached.** We assume that a Purchase Order will be issued to us before we invoice, which will reference the terms and conditions of our mutually agreed to agreement, and document your authorization for this scope and fee. Any changes to the terms and conditions may require a change in the scope, fees, or both.

## Budget Assumptions

Our budget is based on normal daylight workday shifts of 8 hours per day, 40 hours per week, Monday through Friday except holidays. Overtime is not included in our budget. Overtime work (over 8 hours per day, weekends, or holidays). Our estimate does not include costs for response to project RFI's, additional field hours requested beyond those stated herein, third-party review or response to comments of any regulatory agency. Also, exclusions or assumptions from our budget estimate are:

- Site concrete inspection and testing (i.e. 2,500 psi or less),
- Shop welding inspection outside Southern California or more than 1.5 hours from project site. This will need to be updated based on the actual schedule.
- Costs of tests or inspections due to the following:
  1. Retesting because of failure of initial samples,
  2. Additional costs due to overtime work or extra work because of improper scheduling of technicians and/or inspectors, or of delivery of structural materials by the contractor without DSA required plant inspection documentation and/or mill certifications,
  3. Failure to notify our laboratory or dispatch (866-LEIGHTON) in a timely manner as required by the project manual,
  4. Retests resulting from changes in sources, lots or suppliers of materials after original tests are completed,
  5. Changes in methods or materials of construction that require testing, inspection and/or other related services in excess of that required by the original design.

## CLOSURE

We appreciate the opportunity to provide this proposal. If you have any questions or information that would update our scope, please contact us at your convenience.

Respectfully submitted,

**LEIGHTON CONSULTING, INC.**



Simon I. Saiid, PE, GE  
Senior Principal Engineer  
Ext 8013 ssaiid@leightongroup.com



Lance W. McCoy  
Project Manager  
Ext 8925 lmccoy@leightongroup.com

Enclosures:(1) Table 1– Breakdown of Estimated Fees

Distribution:(1) addressee via electronic mail



Leighton Consulting, Inc.

Table 1 Estimated Fees

Citrus Valley HS Bldg. D HVAC Upgrades  
Geo & MIT Special Inspections

Proposal # TBD

TASK DESCRIPTION		RATE	UNITS	COST
<b>Project Review &amp; Set-Up MetaField</b>				
Senior Staff Engineer		\$167.00 / hour	1	\$167.00
Operations Manager		\$184.00 / hour	4	\$736.00
Project Administrator/Word Processor		\$86.00 / hour	2	\$172.00
			<b>SUBTOTAL</b>	<b>\$1,075.00</b>
<b>Non-PW Inspections</b>				
Senior Special Inspector	Shop Welding Inspection (Assume Local)	\$115.00 / hour	32	\$3,680.00
			<b>SUBTOTAL</b>	<b>\$3,680.00</b>
<b>Prevailing Wage People</b>				
Special Inspector (Prevailing Wage)	Post Installed Anchor Installation/Testing	\$148.00 / hour	8	\$1,184.00
Special Inspector (Prevailing Wage)	Field Welding Inspection	\$148.00 / hour	32	\$4,736.00
			<b>SUBTOTAL</b>	<b>\$5,920.00</b>
<b>Report &amp; Project Management</b>				
Principal	DSA-291	\$261.00 / hour	2	\$522.00
Operations Manager	Project Management	\$184.00 / hour	4	\$736.00
Project Administrator/Word Processor	Office/Dispatch	\$86.00 / hour	4	\$344.00
Staff Engineer		\$162.00 / hour	2	\$324.00
			<b>SUBTOTAL</b>	<b>\$1,926.00</b>
<b>TOTAL ESTIMATED COST</b>				<b>\$12,601.00</b>