

Business Services
Contracts Office
5735 47th Avenue Sacramento, CA 95824
(916) 643-2464

José L. Banda, Superintendent
Gerardo Castillo, Chief Business Officer

REQUEST FOR STATEMENT
OF QUALIFICATIONS
For
INSPECTOR OF RECORD
SERVICES

Request for Statement of Qualifications Issued: October 16, 2015
Deadline for Submittal of Statement of Qualifications: November 16, 2015

Request for Statement of Qualifications for Inspector of Record Services

I. INTROD

B. Experience. Describe at least three (3) projects that demonstrate your ability and experience related to the services contemplated in this RFQ.

C. References. Provide references on at least your last three *school district* clients for whom you have provided the services contemplated in this RFQ.

D. Rates. Provide your hourly, overtime, weekend, and holiday rates.

E. Insurance. Provide evidence of general liability insurance coverage.

F. Inspector's Declaration. Complete and sign the attached declaration form (Attachment A) in compliance with State of California Public Contract Code, State of California Government Code sections 4525-4529.5; and California Education Code 17076.11.

V. EVALUATION AND CRITERIA PROCEDURES

A Selection Advisory Committee will evaluate and select those firms/individuals deemed to be the most highly qualified to perform the required services. All Statement of Qualifications received by the specified deadline will be reviewed for content, completeness, experience and qualifications.

The Selection Advisory Committee may choose to interview any, all, or none of the respondents as may be in the best interest of the District. If interviews are held, selected firms will be notified as to place, time, date and purpose of the interview.

The names of all firms/individuals submitting proposals and the names, if any, selected for interview shall be public information. At the conclusion of the RFQ process, committee comments and evaluation scores, as well as the contents of all proposals become public information. Firms that have not been selected will be notified in writing after the conclusion of the selection process.

INSPECTOR OF RECORD SAMPLE AGREEMENT

DATE: ***Insert Data Here***

PLACE: Sacramento, CA

PARTIES:

ARTICLE 1: DUTIES OF THE INSPECTOR

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect, and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as the Board of Education of DISTRICT may direct. While performing the services contemplated by this Contract, INSPECTOR agrees to comply with all applicable laws and regulations.

B. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

C. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

D. Relations with Architect or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications, and change orders.

E. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

F. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as

required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Associate Superintendent, Capital Asset Management Services as designee of the Board of Education of DISTRICT, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

G. Notifications to Division of the State Architect. INSPECTOR shall notify DSA (1) When work is started on the Project or restarted if previously suspended; (2) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) At least 48 hours in advance of the first pour of foundation concrete, and 24 hours in advance of any subsequent and significant concrete pour

c. Maintain a daily report/log describing the general work performed by the contractor, noting

- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software such as, but not limited to, e-Builder™.

M. Restrictions on the Inspector's Authority. In the performance of the duties required by this Contract, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

1. Authorize deviations from the Contract Documents;
2. Avoid conducting any required tests;
- 3.

Contract. INSPECTOR shall record all hours worked in a daily log which shall be submitted to DISTRICT on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: SCUSD Planning and Construction, 425 First Avenue, Sacramento, CA 95818. Invoices must show the number of hours worked, the contract number, the project name, and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

ARTICLE 5. TERMINATION

Either party may terminate this Contract, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Contract personally delivers written notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Contract.

ARTICLE 6: INDEPENDENT CONTRACTOR

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Contract shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Contract.

D. INSPECTOR and his/her/its employees and agents performing services related to this Contract are not agents or employees of DISTRICT and are not entitled to participate in any DISTRICT pension plans, retirement, health and welfare programs or any similar programs or

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Contract, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Contract, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Contract any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Contract shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Contract be deemed to give any third party any claim or right of action against the District, the Architect, or the INSPECTOR which does not otherwise exist.

ARTICLE 7: FINGERPRINTING REQUIREMENTS

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

DISTRICT has determined that INSPECTOR'S services will result in limited contact with pupils. INSPECTOR is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If INSPECTOR is unwilling to

- a. Claims under Workers' Compensation, disability benefits, and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person;
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use there from; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:	Property Damage:
\$1,000,000 Each Occurrence	\$1,000,000 Each Occurrence
\$1,000,000 Aggregate	\$1,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:	Property Damage:
\$1,000,000 Each Person/Occurrence	\$1,000,000 Each Occurrence

ARTICLE 10: NOTICE

All notices or other communications that one party may be required to desire to give to the other party under this Contract shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

DISTRICT:

INSPECTOR:

Sacramento City Unified School District 5735 47 th Avenue Sacramento, CA 95824 Attn: Kimberly Teague, Contract Specialist	***Insert Data Here***
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ARTICLE 11: NONASSIGNABILITY

INSPECTOR is specially trained and competent to render the services to be provided under this Contract. INSPECTOR shall not assign or subcontract all or any part of this Contract or obligation of INSPECTOR under this Contract or any interest therein, without the prior written consent of DISTRICT.

ARTICLE 12: CONFLICT OF INTEREST

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes, or other laws regarding conflict of interest.

B. INSPECTOR shall not hire any officer or employee of the District to perform any service covered by this Contract. If the work is to be performed in connection with a Federal contract or grant, Inspector shall not hire any employee of the United States government to perform any service covered by this Contract.

C. INSPECTOR affirms to the best of its/his/her knowledge, there exists no actual or potential conflict of interest between Inspector's family, business or financial interest and the services provided under this Contract, and in the event of change in either private interest or services under this Contract, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13: MODIFICATION IN WRITING

This Contract may not be modified, changed, or supplemented, nor may any modifications under this Contract be waived, except by written instruments signed by both parties.

ARTICLE 14: NONDISCRIMINATION

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age, or marital status. INSPECTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 15: CALIFORNIA LAW

This Contract shall be construed in accordance with and governed by the laws and decisions of the State of California.

ARTICLE 16: BINDING EFFECT

This Contract shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors, and assigns.

ARTICLE 17: SEVERABILITY

Should any term or provision of this Contract be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Contract shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18: ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.

SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT

INSERT DATA HERE

By: _____
Gerardo Castillo
Chief Business Officer

Date

By: _____
Signature

Print Name

Title

Date

