



REQUEST FOR STATEMENT
OF QUALIFICATIONS
For
INSPECTOR OF RECORD
SERVICES

Request for Statement of Qualifications Issued September 22, 2014
Deadline for Submittal of Statement of Qualifications October 21, 2014

Request for Statement of Qualifications for Inspector of Record Services

I. INTRODUCTION

The Sacramento City Unified School District (hereinafter "District") is seeking Statements of Qualifications ("SOQs") from qualified firms and individuals to act as **Inspectors of Record (IORs)** for the District's **core academic renovations, construction, relocation of portables, and other facilities improvement projects.**

It is the intent of this RFQ process, and the documents required herewith, to assist ~~the~~ District determining responsibility prior to the submission of proposals for various projects. However, neither the fact of prequalification, nor any prequalification rating, will preclude the District from determining whether a firm or individual has the ~~city's~~ **ability, fitness, capacity, and experience** to satisfactorily perform the proposed inspections, and has demonstrated the requisite trustworthiness, ~~affidavit (as already prepared).~~ **Rejection of any proposals, to contract for Inspector of Record with whomever and in whatever manner, to abandon a project entirely, and/or to waive any informality in receiving proposals is reserved as a right of the District.** ~~Before~~ a contract is awarded, the District may require further evidence of reasonable qualifications ~~for~~ **for** the proposed work.

Background:

The Sacramento City Unified School District is an urban district wi prd4(a)072.024 447a0n d1m] Thist

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 ~~three~~ *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 4524529.5; and dt whom you

Attachment A

INSPECTOR'S DECLARATION

The undersigned Inspector, in accordance with State of California Public Contract Code, Government Code and Business and Professions Code, declares the following to be true, to the best



INSPECTOR OF RECORD AGREEMENT

DATE: ***Insert Data Here***

PLACE: Sacramento, CA

PARTIES: ***Insert Data Here***, Independent Contractor, hereinafter referred to as "INSPECTOR", and Sacramento City Unified School District, a political subdivision of the State of California, hereinafter referred to as "DISTRICT".

RECITALS:

A. DISTRICT intends to construct ***Insert Data Here***, hereinafter the "Project."

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 436 and 442.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

In consideration of the mutual covenants contained here, the parties agree as follows:

ARTICLE 1: DUTIES OF THE INSPECTOR

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309.1 ~~seq.~~ and Title 24 of the California Code of Regulations, ~~and~~ ~~and~~ 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 ~~and~~ 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 fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal

required by Section 4

- r. Receive samples which are required to be furnished at the job site; receive 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, eBuilder™.
- M. Restrictions on the Inspector's Authority. In the performance of the duties required by

compensation shall not exceed ~~***Insert Data Here***~~ Dollars (~~\$\$\$Insert Data Here\$\$\$~~.00) for this 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 ~~SEUSD~~ 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 ~~include~~ INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in ~~no~~ payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for ~~an 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

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 ~~used~~ 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 ~~direct~~ 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 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 ~~employ~~ 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 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 comply, INSPECTOR'S employees may not enter any school site until INSPECTOR provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to selfemployed inspectors.

ARTICLE 8: INDEMNIFICATION

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from, and ~~defend~~ DISTRICT against all claims, demands, actions, or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Contract.

ARTICLE 9: INSURANCE

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance reflecting its general liability insurance coverage in a sum not less than ~~100,000~~ 1,000,000, per occurrence, and such certificate shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Contract. DISTRICT assumes no liability for workers' compensation or for loss, damage, or injury to persons or property in the performance of the services rendered by INSPECTOR under this Contract. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Contract:

a. Claims under Workers' Compensation, disability benefits, and other similar employee benefits acts that are applicable to the work performed;

Executed on the day _____ year first above written.

SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT

INSERT DATA HERE

By: _____
Gerardo Castillo, CPA
Interim Chief Business Officer

By: _____
Signature

Date

Print Name

Title

Date

EXHIBIT A

CONTRACTOR CERTIFICATION

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. The school district may determine, under the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and whether the contractors will be working alone or with others, that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this contract. The District has also determined that the employees assigned to work at a school site under this contract will have only limited contact with pupils, provided the following conditions are met at all times:

1. Contractor employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement.

Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title