SACRAMENTO CITY UNIFIED SCHOOL DISTRICT CAPITAL IMPROVEMENT PROGRAM

REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P #23-002) DSA PROJECT INSPECTOR SERVICES POOL

INTRODUCTION

The Sacramento City Unified School District, (hereinafter "District"), is seeking to refresh its pool of qualified firms to provide DSA Project Inspector Services for Bond Measure H facility improvements and various capital projects. The pool will include four (4) to six (6) firms who understand the wide range of inspection needs inherent to k12 school bond programs, who are sufficiently experienced to meet those needs, and are located within a reasonable distance from the District's campuses. The selected firms will be directly responsible to the Division of the State Architect (DSA) for oversight and management of all inspection-related tasks for a given project. The DSA Project Inspector will also act as the District's agent on each project site to verify that the project is constructed according to DSA-approved plans and specifications.

Experienced firms interested in being considered for inclusion in this pool must submit a Statement of Qualifications ("SOQ") as set forth in this Request for Qualifications/Proposals ("RFQ/P"), which defines the services sought by the District and generally outlines the requirements for submittal. The actual number of teams selected for the pool will vary based on qualifications and the right fit for the District. **Selection into the pool does not guarantee selection for any specific project.**

Respondents to this RFQ/P must mail or deliver, in a sealed package; one (1) unbound hard copy, three (3) bound copies and one (1) electronic copy (disk or flash drive, Word or PDF format) of the SOQ as further described herein, to:

Sacramento City Unified School District
Contracts Office
Attn: Robert Aldama, Purchasing Manager
5735 47th Ave.
Sacramento, CA. 95824

SOQ Must be submitted in a sealed envelope or box, clearly identified as "RFQ/P #23-002 Sacramento City USD – DSA PROJECT INSPECTOR SERVICES

ALL RESPONSES ARE DUE BY 2:00 P.M. ON JANUARY 19, 2023

FAX OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.

Questions regarding this RFQ/P may be sent by email to Tina Alvarez-Bevens (tina-alvarez-bevens@scusd.edu), cc: Chris Ralston at chris-ralston@scusd.edu on or before January 16, 2023

LIMITATIONS

The District reserves the right to contract with any firm responding to this RFQ/P. The District makes no representation that participation in the RFQ/P process or selection for inclusion in the pool of qualified teams will lead to an award of contract or any other consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ/P. The awarding of contracts for specific services, if at all, is at the sole discretion of the District.

The District reserves the right to reject any or all SOQs, waive any irregularities or informalities not affected by law, evaluate the SOQs submitted, include or exclude entities in or from the pool of qualified teams, and award a contract, if any, in a manner that best serves the interests of the District at a reasonable cost to the District.

The District affirms that minority and other disadvantaged business enterprises will be afforded full opportunity to submit a response to this RFQ/P, and that no responding individuals will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability during consideration for the award.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the date of issuance of this RFQ/P and ending on the date of the establishment of the pool of qualified firms, no person or firm submitting an SOQ, nor any officer, employee, representative or agent representing such a person or firm, shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board, selection committee members, District's Program Manager, any member of the Bond Oversight Committee, or any District employee except for requests for clarification and questions as allowed herein. Any such contact may be ground for disqualifying the person or firm submitting an SOQ.

SCOPE OF SERVICES

A. The Scope of Services may vary for each individual project but generally is intended to include full DSA Project Inspector services during the construction phase(s) of the specific projects. Selected firms will serve as the DSA Project Inspector of Record for DSA and the District of the specific project. The DSA Project Inspector will verify compliance with code, plans, specifications and quality control required for a public works facility and DSA.

Basic services will include, but are not necessarily limited to, the following:

- Develop and manage an inspection plan for the project.
- Maintain a current and up-do-date file of approved plans and specifications (including all approved documents authorizing changes) on the job site at all times. Approved documents shall include addenda, changes, requests for

information and field directives.
- Keep a record of certain phases of construction procedures such as concrete pouring and welding operations.
- Issue correction and deviation notices if work does not conform to approve contract documents, and will notify the Construction Manager, Program Manager, District, and General Contractor in writing.
- Inspect and verify that General Contractor's as-built documents are updated on a regular basis and are complete and up-to-date monthly prior to processing construction contractor's monthly payment request.
- Submit daily activity reports to Construction Manager and/or District, including such items as;
    - Contractor activities
    - Assigned manpower
    - Equipment and materials delivery
    - Weather conditions
    - Construction equipment and vehicles utilized
    - Nature and location of work being performed
    - Verbal instructions and clarifications of work given to General Contractor
    - Inspections by representatives of regulatory agencies
    - Occurrences or conditions that might affect contract cost or schedule
    - Telephone calls of a substantial nature, including commitments made
    - Work or material in place that does not correspond with drawings and specifications
- Review and monitor contractor's construction methods and procedures for activities such as earthwork, concrete placement, steel erection, finishes, electrical, mechanical, and fire alarm.
- Attend all meetings as requested in contract documents and by the District.
- Assist Construction Manager and District in scheduling required materials tests and lab visits; observe and record all tests.
- Inspect, verify and document General Contractor's delivered equipment and materials for compliance with submittal and specification requirements.
- Submit detailed reports or requests for clarification whenever any corrective change is necessary.
- Assist in reviewing construction contractor's payment requests and submittals.
- Prepare and monitor completion of punchlists.

B. Prospective Projects

The following is a list of projects anticipated (but not guaranteed) to be initiated over the next five years:

- **<u>Modernization and New Construction</u>**
    - Cesar Chavez / Edward Kemble Elementary School
    - Nicholas Elementary School
    - Oak Ridge Elementary School

- **<u>Various Undefined Projects</u>**
    - Roofing Replacement
    - Hard Court Replacement
    - HVAC Replacement
    - Infrastructure Upgrade Projects

SUBMITTAL FORMAT

Teams responding to this RFQ/P must follow the format below. Material must be in 8 ½ x 11- inch format, portrait orientation. Submittals should include divider tabs labels with boldface headers listed below (i.e., first tab titled "**Cover Letter**," second tab "**Relevant Qualifications**," third tab **"Inspector Rate"** etc.). Submittals are limited to a maximum of 20 numbered pages (double sided counts as two pages) of printed material excluding tabs, table of contents and covers. The appendix is not part of the page count.

1. Cover Letter

- Identify the name of the proposing firm and type of organization (e.g., sole submitter, joint venture).
- Provide a brief history of the proposing firm.
- Provide a summary of the firm's philosophy and capabilities.
- Identify key firm members.
- Provide name, telephone number and e-mail address of firm's primary contact person.
- Summarize proposing firm's most relevant qualifications and experience.
- Acknowledge any addenda issued.
- Acknowledge and understand that the successful firms will sign the standardized Independent Consultant Agreement for Professional Services, which contains the following indemnity provisions:

  [25] To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims that arise out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that the Consultant proposes to defend the indemnified parties.

The following statement must be included in the cover letter:

"[Submitter's name] has received a copy of the standardized Independent Consultant Agreement used by Sacramento Unified School District (District), including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, [submitter's name] has no substantive objections to the use of these agreements."

A copy of the District's Independent Consultant Agreement for Professional Services is attached to this RFQ/P. In addition, the District may also choose to enter into a Master Services Agreements with prequalified consultants at a later date.

2. Relevant Firm Qualifications

- Describe your firm's experience communicating and working collaboratively with DSA, State and local fire agencies, municipalities, General Contractors, Construction Managers, subcontractors, testing labs and other project stakeholders.
- Describe your firm's experience with DSA requirements and current building codes.

3. Relevant Project Experience

Provide information on DSA Project Inspector Services provided by your firm in the last five (5) years on at least five (5) and no more than ten (10) public works projects, including at least three (3) K-12 projects.

Provide the following information for each project listed:

- Project name, type of project, location, and construction completion date.
- Approximate square footage and construction cost.
- Key individuals of the proposing firm who were involved and their roles in the project.
- Owner's name and name of owner's contact person, title, telephone number and email address (to be contacted for reference).

4. Firm Summary and Rate

- Identify location(s) of office(s) from which projects will be staffed.
- Provide an organization chart.
- Identify key individuals being proposed. Briefly state each individual's qualifications and experience relevant to the requested services and the scope of each's anticipated involvement in this assignment.
- Include current hourly fee schedule for each individual being submitted.
- Include current hourly fee schedule for all type of DSA Class Inspectors provided by firm (e.g. Class 1, Class 2, Class 3, etc.).

5. Litigation History

Provide a five-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. Failure to provide the requested information, or responses that assert attorney-client privilege, may deem the SOQ non-responsive.

6. Appendix (not included in page count)

- Resumes for key individuals
- Additional information pertinent to this submittal (optional)

SELECTION CRITERIA

Each SOQ must conform and be responsive to the requirements set forth in this RFQ/P. Incomplete SOQs may be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine

whether a team is responsive, responsible and qualified. SOQs will be evaluated on the basis of submittals, additional investigations, and/or interviews.

A. Submittal Evaluation

A selection committee will evaluate all SOQs as submitted in Sections 1-6 of the submittal format above, including, without limitation:

- Firm and Staff Qualifications
  - Location of the firm's nearest office and accessibility to the projects
  - Firms current commitments and capacity; ability to handle several simultaneous project.
  - Firm's DSA Inspector Classifications.
  - Demonstrated experience with DSA project inspection requirements/ processes with DSA.
  - Demonstrated experience with current building codes.
  - Litigation History
  - Demonstrated experience with public works projects and k12 school districts.
  - Reputation of individual firms as determined by references from previous clients.

B. District Investigations

The District reserves the right to investigate and rely upon information from other available sources in addition to documents or information submitted in the SOQ. The District may also ask a submitting firm to submit additional information pertinent to the review process.

C. Interviews

The District, at its sole discretion, may elect to interview one or more submitting entities. The interview will provide an additional opportunity for the District's selection committee to review the team's qualifications and experience, and other matters the committee deems relevant.

If a firm is requested to come for an interview, the key individuals listed in the SOQ must attend the interview.

Following the evaluation process, the selection committee will make recommendations to the District regarding selection of entities for inclusion in the qualified pool.

D. Final Determination and Award

The District reserves the right to contract with any firm responding to this RFQ/P for all or any portion of the work described herein and/or in an Agreement offered to the firm, to reject any SOQ as non-responsive, and/or not to contract with any firm submitting an SOQ for the services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever.

The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ/P, including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful proposing architectural services firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm.

The Respondent's SOQ package, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

RFQ/P RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule below without advance notice. It is the submitter's responsibility to verify dates.

DATE	**EVENT**	**TIME / DEADLINE**
12/6/22	Release and advertisement of RFQ/P #23-002	
1/13/23	Deadline for submittal of written questions to District concerning RFQ/P	2:00 p.m.
1/16/23	Answers to written questions posted on the District website	2:00 p.m.
1/19/23	**Deadline for Submittal**	**2:00 p.m.**
1/23/23	If required, release of short-listed teams selected to interview	2:00 p.m.
TBD	Interviews of short-listed teams if determined by the District that interviews are required	TBD
2/16/23	Anticipated Board of Trustees Approval of Qualified Pool.	

WE THANK YOU FOR YOUR INTEREST IN THIS CONSTRUCTION PROGRAM

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES (DSA PROJECT INSPECTOR)

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____day of_____, 20__ by and between the Sacramento City Unified District, ("District") and_____("Consultant" or "Inspector"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall, as requested by the District, act as the project inspector for the Project and provide project inspection services as described herein and as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

   The Services shall be performed on the following project(s)/sites(s) ("Project"):

   [INSERT SPECIFIC SITE(S)]

   The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. **Term**. Consultant shall commence providing services under this Agreement on _____ ___, 20___and will diligently perform as required and complete performance by _____ ___, 20_, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

   ___X___ Signed Agreement
   ___X___ Workers' Compensation Certification
   ___X___ Insurance Certificates and Endorsements
   ___X___ W-9 Form
   _____ Other: _____

4. **Compensation**. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars ($_____). District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

   4.2. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in **Exhibit "B."**

4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

   5.1. Not applicable.

6. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

   7.1. _____

8. Performance of Services.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant’s performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant’s Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. Inspector's Authority.

9.1. **Full-Time Inspector under Direction of Architect.** The Inspector shall act as project inspector on a full-time, constant basis, including during off hours, and weekend hours as deemed necessary by the Inspector, the Architect and/or the District. The Inspector shall be under the direction of the Architect and is subject to the supervision of Division of the State Architect ("DSA").

9.2. **Authority to Reject Construction Work**. The Inspector shall not direct a contractor in the execution of the Construction Work. The Inspector does not have the authority to stop work on the Project. The Inspector shall have the authority to reject defective materials and to suspend any specific Construction Work that is being improperly performed, subject to the ultimate decision of the Architect and the District. The Inspector will have the authority to approve, disapprove, observe, and report matters pertaining to the Construction Work performed on the Project.

9.3. **Conflict of Interest**. The Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. The Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. The Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that the Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.

10. **On-Site Presence.** The Inspector shall be physically present at each Site at all times necessary for performance of its duties as project inspector. The Inspector shall have personal knowledge of the Construction Work at all stages. The Inspector shall accompany the Architect, the District, the construction manager, or other consultants when any of them are observing the Construction Work. The Inspector shall be physically present for all concrete work and masonry work.

11. **Inspector's General Obligations, Duties, and Responsibilities.** The Inspector shall provide personal, competent, adequate and continuous construction inspections of all aspects of the Construction Work.

11.1. The Inspector shall endeavor to guard the District and the State of California ("State") against apparent defects and deficiencies in the Construction Work and shall act on behalf of the District to see that the Construction Work is executed and completed in accordance with the Contract Documents and applicable laws and regulations.

11.2. The Inspector shall submit the form DSA 151, or more current form, to the DSA prior to commencement of construction.

11.3. The Inspector shall ensure that the correct quantity of project inspection cards (form DSA 152, or more current form) is issued for the project. The Inspector shall obtain the forms DSA 152 prior to commencement of the construction and enter the "Card Start Date" on the forms DSA. The Inspector shall sign off applicable blocks and sections of the forms DSA 152 when:

11.3.1. The completed work is in compliance with the DSA approved construction documents.

11.3.2. All necessary testing and inspections are complete.

11.3.3. Any deviations from the DSA approved plans are resolved.

11.3.4. Any DSA field trip note issues are resolved.

11.3.5. All necessary documents are received by the Inspector.

11.4. The Inspector shall obtain a copy of the DSA approved Construction Documents from the Architect prior to the commencement of construction. The Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. The Inspector shall consult the Architect to resolve any uncertainties in the Inspector's comprehension of the plans and specifications. The Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.

11.5. The Inspector shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103, or more current form) from the Architect prior to commencement of construction. The Inspector shall meet with the District, design professionals, and contractor as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall meet with the Laboratory of Record to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection programs is satisfactorily completed, including verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. The Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.

11.6. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the following forms:

11.6.1. Form DSA IR A-7, Project Inspector: Certification and Approval.

11.6.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance Rating by DSA.

11.6.3. Form DSA PR 13-01, Construction Oversight Process Procedure.

11.6.4. DSA 152 Manual.

11.7. The Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.

11.8. The Inspector shall not authorize deviations from the Contract Documents.

12. Inspector Maintenance of Records, Job File, and Building Codes

12.1. **Inspection Records**. The Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("Inspection Records"). The Inspection Records shall identify all compliant and

non-compliant Construction Work. The Inspection Records shall include, without limitation:

12.1.1. A systematic record of the inspection of all Construction Work required by the Construction Documents. The Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.
12.1.2. Construction Procedure Records (Title 24, Part 1, Section 4-342(6)) including, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.
12.1.3. The resolution of reported deviations.
12.1.4. Daily job log of the Inspector's time spent on the Site(s).

12.2. **Job File.** The Inspector shall maintain a record of its attendance on the Site(s) and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction). The Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

12.2.1. Form DSA 152 – Project Inspection Card, or more current form,
12.2.2. DSA approved plans and specifications
12.2.3. Form DSA 103 – Statement of Structural Tests and Special Inspections, or more current form,
12.2.4. Deferred submittals as required by the DSA approved plans.
12.2.5. Addenda and Revisions.
12.2.6. Construction Change Documents and log.
12.2.7. Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc.), as required by DSA approved specifications.
12.2.8. Communication log; all communications and project related meeting minutes/notes.
12.2.9. Notices of Deviations/Resolution of Deviations (form DSA 154, or more current form,), as delivered to the DSA, architect and contractor with log listing all notices with resolution status.
12.2.10. Evidence of continuous inspection, such as inspector daily reports.
12.2.11. Laboratory test and inspection reports.
12.2.12. Special inspection reports.
12.2.13. Records of concrete placing operations.
12.2.14. Records of welding operations.
12.2.15. Records of pile driving operations.
12.2.16. Verified Reports from all parties required to file Verified Reports using form DSA 6, or more current form.
12.2.17. Completed Semi-monthly Reports.
12.2.18. DSA Field Trip Notes.
12.2.19. Applicable codes and referenced standards.
12.2.20. Any other documents required to provide a complete record of construction.

The job file shall be kept on the job site until completion of the project and readily accessible to DSA personnel during site visits. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.

All these records and all documents kept by the Inspector shall be and remain the property of the District. At the completion of the construction, Inspector shall provide a copy of the Job File, with the exception of the building codes and standards, to the District. If the Inspector is, for any reason, terminated prior to the completion of the project, Inspector must ensure transfer of the Job File to the assuming Project Inspector and to the District.

If any of the following events occur, the Inspector shall submit a copy of a portion of the Job File to the DSA:

- The services of the Inspector are terminated for any reason prior to completion of the project.
- When the construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the project.
- Work on the project is suspended for a period of more than one year.
- Upon request by the DSA.

The portion of the Job File to be submitted to the DSA shall consist of the following forms, or more current form:

- DSA 152 – Project Inspection Card
- DSA 6-PI from all Project Inspectors involved in the project including in-plant inspector (if applicable)
- DSA 6-AE from the architect/engineer
- DSA 6-C from each contractor having a contract with the District
- DSA 292 form all special inspectors contracting directly and individually with the District
- DSA 291 from the engineering manager of the laboratory of record
- DSA 293 from the geotechnical engineer of record
- DSA 130 – Certificate of Compliance for Bleacher/Grandstand Fabricator (if applicable)

12.3. **Building Codes.** In addition to the above documents, the Inspector shall keep at the Site(s), a copy of all applicable building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

12.3.1. Title 24, Part 1 (Administrative Code)
12.3.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code)
12.3.3. Title 24, Part 3 (Electrical Code)
12.3.4. Title 24, Part 4 (Mechanical Code)
12.3.5. Title 24, Part 5 (Plumbing Code)
12.3.6. Title 24, Part 6 (Energy Code)

13. Communications, Reporting, and Notifications

13.1. **DSA Notification.** The Inspector shall notify DSA:

13.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at each Site.
13.1.2. At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.
13.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at any Site.

13.1.4. At least forty-eight (48) hours prior to significant concrete pour/placement at any Site.
13.1.5. When Construction Work has been suspended for a period of more than one (1) month.

Notification shall be made on form DSA 151, or more current form, and shall be sent electronically to the DSA. A copy of each notification shall be kept in the Inspector's Job File.

13.2. **Notification of District and Architect.** The Inspector shall immediately report to the District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. The Inspector shall inform the District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. The Inspector shall advise the District of needed inspections related to the status of the Construction Work, and the District shall provide the schedule of Construction Work to the Inspector so that both Parties arrange timely inspections.

13.3. **Deviation Notification of Contractor(s)**. The Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. Deviations include both construction deviations and material deficiencies. If the contractor does not correct the deviation within a reasonable time frame after the verbal notice, then the Inspector shall promptly issue a written notice of deviation to the contractor using form DSA 154, or more current form, with a copy sent to the District, the Architect, the construction manager, if any, and the DSA. The Inspector shall promptly issue a written notice of resolution to the contractor using the original form DSA 154 that reported the deviations, with a copy sent to the District, the Architect, the construction manager, if any, and the DSA. Notices shall be sent electronically to the DSA and kept in the Job File.

13.4. **Contractor Inquiries**. Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector or the Construction Manager (if applicable), including the contractor's uncertainties regarding the Construction Documents. The Inspector shall document these inquiries and immediately forward them to the Architect for response.

13.5. **Construction Manager**. The Inspector shall also work with the construction manager if the District uses a construction manager on any portion of the Project. If the District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

14. Inspector Responsibilities for Forms and Reports

14.1. **Semi-Monthly Reports.** The Inspector shall submit semi-monthly reports using form DSA 155, or more current form, on the 1st and the 16th of each month to the District, the Architect and the project structural engineer, and DSA. Reports shall be sent electronically to the DSA and kept in the Job File.

14.2. **Verified Reports**. The Inspector shall submit verified reports directly to the DSA, the Architect and the District upon any of the following events occurring:

14.2.1. Work on the project is suspended for a period of more than one (1) month.

14.2.2. The services of the Inspector are terminated for any reason prior to the completion of the project.
14.2.3. At the time of occupancy of any building, or portion of a building, involved in the project prior to the completion of the entire DSA approved scope of work.
14.2.4. When the construction is sufficiently complete, in accordance with the DSA approved construction documents, so that the District can occupy or utilize the project.
14.2.5. DSA requests a verified report.

Each verified report shall be on form DSA 6-PI and forms DSA 152, or more current form, as appropriate. Reports shall be sent electronically to the DSA and kept in the Job File.

14.3. **All Other Reports.** In addition, the Inspector shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. The Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

15. **Inspector Responsibilities for Laboratory Structural Tests.** The Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing, and shall be responsible for the sequential progress of the Project related to the test lab reports.

16. **Inspector Responsibilities at Beginning of Occupancy**. The Inspector shall observe the District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.

17. **Compliance with Applicable Laws**. The Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.

17.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
17.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
17.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
17.4. Education Code of the State of California
17.5. Industrial Accident Commission's Safety Orders, State of California.
17.6. National Electrical Safety Code, U. S. Department of Commerce.
17.7. National Board of Fire Underwriters' Regulations.
17.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

The Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is $1,000 or more, the Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

18. **Facilities/Equipment.** The District shall provide for the Inspector's operational needs, such as office supplies, telephone, and fax machine.

19. **Extended Services**. The Inspector shall provide additional extended Services for the Project made necessary by Construction Work damaged by fire or other Acts of God during construction, or prolongation of the initial construction contract time beyond the construction contract time schedule.

20. **Inspector Certification**. The Inspector shall provide the District a copy of documents satisfactory to the District certifying that the Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. The Inspector shall also provide any other documents or certification requested by the District. The Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.

21. **Substitute Inspector and/or Assistant Inspector**. The Inspector shall provide the Services throughout the term of this Agreement, and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of the Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no cost to the District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by the District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. The Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).

22. **Other Jobs Outside of the Project**. The Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from the District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.

    22.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for the District, and shall be on constant duty at each Site as described in this Agreement.

    22.2. The Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.

23. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

24. **Termination**.

24.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

24.2. **[OPTIONAL] For Convenience by Consultant**. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

24.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

24.3.1. material violation of this Agreement by the Consultant; or

24.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

24.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

25. **Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

26. **Insurance**.

26.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

26.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

26.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

26.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession.

26.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

26.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

26.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

26.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be

primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

26.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

26.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

27. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

28. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

29. **Certificates/Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

30. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees 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 being performed pursuant to this Agreement.

31. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

32. **Disabled Veteran Business Enterprises**. Pursuant to section 71028 of the Education Code and Public Contract Code section 10115, the District may have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the community college district for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

33. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

34. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    34.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    34.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

35. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

36. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

37. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Consultant:**
Sacramento City Unified School District	[NAME]
	_____
5735 47th Avenue	_____, California 9____
Sacramento, CA 95824	[FAX]
Attn: Contracts Dept	ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

38. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

39. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

40. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

41. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

42. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

43. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

44. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

45. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

46. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

47. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

48. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

49. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20___	Dated: _____, 20___
Sacramento City Unified School District	_____
By: _____	By: _____
Print Name: Rose Ramos	Print Name: _____
Print Title: CBO	Print Title: _____

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

EXHIBIT "B"
RATE SHEET