

Alameda Unified School District
2060 Challenger Drive
Alameda, California 94501

September 25, 2023

**REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
CONSTRUCTION TESTING & INSPECTION SERVICES**

The **Alameda Unified School District** (“**District**”) is requesting submission of statements of qualifications (“**Response**”) from qualified persons, firms, partnerships, corporations, associations, or professional organizations (“**Firm(s)**”) to establish a pool of qualified consultants to perform construction testing & inspection services as needed and directed by District (“**Project(s)**”).

District is authorized by California Government Code section 4525, et seq., to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process, which District is utilizing. District is also authorized by California Government Code section 53060 to contract with any persons, without any specific procurement process for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

This request is not a formal request for bids or an offer by District to contract with any Firm responding to this Request for Statement of Qualifications (“**RFQ**”). District intends to choose one or more Firms that respond to this RFQ to include in its pool of qualified Firms, based on qualifications and demonstrated competence in providing the services indicated herein. Inclusion in this pool and award of a contract will be subject to District’s Board’s approval. **All Firms that are currently or in the past have been in District’s construction testing & inspection independent consultant pool MUST still respond to this RFQ.**

Firms that intend to submit a Response must be appropriately certified, licensed, insured, and can be located anywhere, but it must maintain a staffed office within 75 miles of District.

Questions. Questions regarding this RFQ must be in writing and directed only to construction@alamedaunified.org by the date indicated in the RFQ Schedule. Contractors are directed to not contact any other person regarding this RFQ. **FIRMS MUST NOT CONTACT ANY OTHER DISTRICT PERSONNEL DIRECTLY WITH INQUIRIES REGARDING THIS RFQ.**

RFQ Schedule. The District reserves the right to modify this RFQ Schedule via an addendum in its sole discretion.

Event / Occurrence	Time / Date / Deadline
District Issues RFQ	September 25, 2023
Deadline for Consultants to submit questions regarding this RFP	October 6, 2023
District to respond to Consultant’s questions regarding this RFP	October 11, 2023
DEADLINE FOR CONSULTANTS TO SUBMIT PROPOSALS	October 13, 2023 at 5 pm
Board approval of consultants for pool	October 24, 2023

Addenda. Contractors are responsible for ensuring that it receives any addendum(a) to the RFQ and acknowledging the receipt of any addendum(a) in Contractors' Response. If a Contractor fails to acknowledge any addendum(a) in its Response, the Contractor's Response may be rejected.

Thank you for your interest in working with the Alameda Unified School District.

1. General Information.

- 1.1. **General.** District invites qualified Firms to submit a Response related to its ability to provide the Services, as more fully indicated herein. Firms must be appropriately licensed to perform the Services and have extensive experience with the Office of Public School Construction (“**OPSC**”), California Building Standards Code (Title 24, California Code of Regulations), Department of Toxic Substances Control, and the Division of the State Architect (“**DSA**”). Firms must have extensive experience and an overall understanding of the construction of public school facilities, in addition to working with public school district representatives, architects, contractors and other school facility related consultants.
- 1.2. **Scope of Services.** The selected Firm(s) must be prepared to perform some or all of the Services described in the **Form of Agreement for Consultant/Professional Services (Construction Related) (“Agreement”)** attached hereto as **Attachment A (“Services”)**. **Note:** District reserves the right to enter into an Agreement on a project-by-project basis, or to enter into one overall, master Agreement with a selected firm, but only authorizing the performance of Services based on “Project Authorization(s)” tied to that master Agreement, each consistent with the form of Agreement attached as **Attachment A**.
- 1.3. **Establishing Pool / Award of Contracts.** District does not intend to award any projects via this RFQ. The purpose of this RFQ is to obtain information that will enable District to qualify a group of consultants that can provide District with the services indicated herein and related work for various future facility projects. One or more Firm(s) may be selected to be part of District’s pool of qualified Firms for certain District facility projects based on qualifications and demonstrated competence in providing the Services indicated herein. Once the qualified pool is established, District will then solicit proposals from some or all members of the pool for projects.
- 1.4. **Prevailing Wage (As Applicable to Some Scopes of Work for Some Services.** This is a public works project and any Firm whose worker(s) perform scopes of work that is within a classification of the Department of Industrial Relations (DIR) and for which there is a prevailing wage, must pay those workers under the Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR, for the type of work performed and the locality in which the work is to be performed within the boundaries of District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from District or on the Internet at: <<http://www.dir.ca.gov>>. Firms shall comply with the applicable registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code and the skilled and trained workforce requirements of Education Code section 17407.5.

2. Firms’ Responses. Each Firm’s Response must be concise, well organized, and demonstrate Firm’s qualifications. It must be consecutively numbered on each page and must include the following information, using the outline structure and numbering system reflected below, except as may be otherwise directed by District via written addenda. Firm’s Response must **be no longer than FIFTY (50) pages**, inclusive of résumés, forms, and pictures.

- 2.1. **Cover Letter / Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of Firm(s), address, telephone, and the name, title, and signature of the person(s) authorized to submit the Response on behalf of Firm.
- 2.2. **Table of Contents.** A table of contents of the material contained in the Response should follow the Letter of Interest.
- 2.3. **Insurance.** Please provide a statement demonstrating that Firm can meet the insurance requirements as set forth in the Agreement.

2.4. **Proposed Personnel / Firm Team.**

2.4.1. Include resumes of key personnel who would be performing Services for District. Specifically, define the role of each person and outline the person's individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for District. Indicate Firm's and personnel's availability to provide the Services, and list all applicable professional registration, certification and/or license designations and numbers for all professional team members that are currently active in the State of California.

2.4.2. Provide a schedule of subconsultants, that are likely to be used by Firm to perform Services for District, including their applicable professional registration certification and/or license designations and numbers that are currently active in the State of California.

2.5. **Statement of Services.** Provide a comprehensive narrative of the construction testing & inspection services offered by Firm. Prepare a detailed Statement of Services for which Firm is submitting its Response, and briefly demonstrates Firm's understanding of the Services and work required for future District projects.

2.6. **Schedule.** Discuss Firm's ability to meet construction schedules for projects with very tight timetables, Firm's schedule management procedures, and how Firm has successfully handled potential and actual delays and field changes. Identify established methods and approaches utilized by Firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.

2.7. **Claims.** Provide a statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s). For the claim(s) identified herein, identify which claims proceeded to mediation, settlement meetings or similar dispute resolution proceedings, and describe the outcome of the mediation or other proceeding.

2.8. **References.** Include letters of reference or testimonials, if available. Firm should limit letters of reference or testimonials to no more than ten (10).

2.9. **Conflicts of Interest.** Provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work for District construction or bond projects, or any other work with District that may have a potential to conflict with Firm's ability to provide the Services described herein. **Except for the Services specifically contracted for under its Agreement(s) with District (if any), a Firm cannot submit, propose, bid, contract, subcontract, consult, or have any other economic interests in the project to which Firm may provide those Services.**

2.10. **Firm's Current Work Commitments.** Specify the projected workload of Firm and describe if any future commitment may impact Firm's ability to complete the Services as required herein.

2.11. **Past Projects.** Identify **ALL** K-14 projects performed by Firm in the past five (5) years. Limit your response to no more than the ten (10) **MOST RECENT** projects. Identify how your Firm handled challenges providing the services indicated herein and the documentation your Firm prepared for projects. Please include the name of the district, contact person, contact information, a description of services provided and dollar value of each project.

2.12. **Additional Data.** Provide any additional information about Firm as it may relate to Firm's Response, including, without limitation, letters of reference or testimonial.

2.13. **Compensation.**

- 2.13.1. **Fee Schedule.** Please provide a current hourly fee schedule that the Firm would charge or bill for the Services.
 - 2.13.2. **Billing Practices.** Please also provide detailed information on typical billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories.
 - 2.13.3. **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation.
- 2.14. **Agreement Form (Attachment A).** If a Firm has any comments or objections to the Agreement, it must provide those comments or objections in its Response. The Agreement (which includes insurance and indemnification provisions) specifies the Services generally, but District reserves the right to adjust the Agreement and the Services as necessary for each specific project. **PLEASE NOTE: District will not consider any substantive changes to the form of Agreement or form of Project Authorization if they are not submitted at or before the time the Firm's Response is due.**
3. **District's Evaluation / Selection Process.** District intends to select one (1) or more Firms for the pool that best meet District's needs to perform the services as described herein and the Agreement.
- 1.1. **Selection.** Based on its evaluation of Responses, District staff will select Firm(s) based on the following criteria, without limitation:
 - 3.1.1. Experience and performance history of the Firm with similar projects
 - 3.1.2. Experience and performance history of the Firm with District
 - 3.1.3. Experience and results of proposed personnel
 - 3.1.4. References from clients contacted by District
 - 3.1.5. Technical capabilities and track record of the Firm
 - 3.1.6. Overall responsiveness of the Response
 - 3.1.7. Firm's pricing information
 - 3.2. **Interviews.** From Firms who provide a Response to District, District may, at its discretion, interview some or all of those Firms. If interviews occur, District may instruct Firms regarding staff members required to attend interviews in its sole discretion.
- 1.2. **District Investigations.** District may perform investigations of proposing parties that extend beyond contacting Districts identified in a Firm's Response.
- 1.3. **Recommendation and Award.** District reserves the right to contract with any entity responding to this RFQ, to reject any Response as non-responsive, and not to contract with any Firm for the services described herein. District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. District reserves the right to seek Responses from or to contract with any Firm not participating in this process. District intends to make recommendations to the Board of Education and ask the Board to select Firms to be in District's pool of qualified Firms.
4. **Terms and Conditions.**
- 4.1. District is not responsible for late delivery of a Response or the cost of preparing any Response. It is the responsibility of the responding Firm to ensure that the Response is submitted on time to District. Responses that are received after the deadline may not be considered.
 - 4.2. The selected Firm(s) and each of its (their) subconsultants and/or co-venture partners, must comply

with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (“**ADA**”). Firms must be responsible for establishing and implementing an ADA program within Firm’s workplace. Firms must not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent must cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ so that such provisions will be binding upon each subconsultant.

- 4.3. **Public Records.** Responses will become the property of District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each Response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. District must not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” Firm agrees, by submitting a Response, to defend and indemnify District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

Attachment A

Form of Agreement for Consultant/Professional Services (Construction Related)

**AGREEMENT FOR
CONSULTANT/PROFESSIONAL SERVICES (CONSTRUCTION RELATED)
BY AND BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT
AND
_____ FIRM NAME**

- Geotechnical Services Hazardous Material Testing Special Testing & Inspection
 Surveying – Topographic Water / Sewer Line Testing and Inspection
 Gas Line Testing and Inspection
 Other Scope / Services: _____

This Agreement for Consultant Professional Services (“**Agreement**”) is made and entered into as of _____, 20____ by and between **Alameda Unified School District (“District”)** and _____ (“**Consultant**”) (individually a “**Party**” or collectively the “**Parties**”).

RECITALS

WHEREAS, the District is authorized by California Government Code section 4525, et seq., to contract with and employ qualified firms, partnerships, corporations, associations, persons, or professional organizations for environmental consulting services through a fair, competitive selection process, which the District utilized when it was applicable; and

WHEREAS, the District is also authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Services.

- 1.1. The Consultant shall provide the services as indicated in **Exhibit A (“Services” or “Work”)**.
1.2. The Services for the Project shall be performed on the following project(s) / site(s):

[Insert Specific Sites]

(“**Site(s)**”).

- 1.3. Consultant may perform Services at multiple Sites for the Project. The Consultant’s Services at any one of the 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 Project component(s). Consultant shall invoice for each inspection and test separately and for each Site separately and District shall compensate Consultant for each Site separately on a proportionate basis based on the level and scope of Services completed for each Site.

2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following (“Term”):

[CHOOSE APPROPRIATE TERM PROVISION]:

From _____, 20____, to _____, 20____.

[OR]

The period of construction of the Project.

[OR]

_____ (____) Months, beginning on _____, 20____.

[OR]

The duration of the services provided under this Agreement.

3. **Submittal of Documents.** The Consultant shall not commence the Work 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:

- Signed Agreement
- (3 Certifications): Fingerprinting/Criminal Background Investigation Certification; Iran Contracting Act Certification; Russian Sanctions Certification
- Insurance Certificates and Endorsements
- W-9 Form

4. **Compensation.** Consultant’s fee for the performance of Consultant’s Services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement on a per Project basis, for a total fee not to exceed \$ _____ (“Total Fee”). District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Consultant above the Total Fee. District shall pay Consultant according to the following terms and conditions:

- 4.1. The Consultant shall submit a monthly itemized statement of Service charges and expenses to the District for the preceding month. If Consultant performs Services for more than one Site, Consultant shall prepare a separate, itemized statement for each Site. The itemized statement shall reflect the hours spent by the Consultant in performing its Services on each task, and, if applicable, the statements shall reflect expenses and materials. The invoices shall contain a sufficiently detailed description of any task performed by Consultant. The itemized statement shall show the days and hours worked each workday Consultant performs Services for the previous month. District will permit a two (2) month grace period beyond this time for the Consultant to submit its invoice for a particular month’s work (i.e., a total of three (3) months for Consultant to submit an invoice for a particular month’s work). No amounts shall be due or owing to the Consultant if it fails to submit an invoice to the District at or before the end of that grace period.
- 4.2. Consultant must provide, to the District’s satisfaction, appropriate substantiation for all Services performed on an hourly basis. Consultant shall properly support payment of all hourly services, as further described herein, for each invoice or application for payment submitted by Consultant for its Services. Failure to satisfy this requirement may result in Consultant’s invoice or application for payment being rejected, at the District’s discretion, until District approves Consultant’s full compliance herewith.
- 4.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an itemized statement 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.
- 4.4. **Hourly Rates.** The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Services and Extra Services on a per hour basis and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$

4.5. **Extra Services.** District-authorized services outside of the scope of this Agreement or District-authorized reimbursables not included in the Consultant’s Total Fee are “Extra Services.” If the Consultant determines that Extra Services are necessary, then the Consultant may request from the District in writing the District’s authorization to perform Extra Services. Any charges for Extra Services shall be paid by the District only upon certification that the claimed Extra Services were authorized, in writing, by the District and that the Extra Services have been satisfactorily completed. If any Services or Work are performed by the Consultant without prior written authorization by the District, the District will not be obligated to pay. Extra Services shall be requested, substantiated and paid as described in herein.

4.5.1. **Billing for Extra Services.** Consultant shall bill the District for Extra Services as follows:

4.5.1.1. Extra Services shall be billed for on an hourly basis and per-item basis.

4.5.1.2. The District shall pay Consultant only for all undisputed amounts within thirty (30) days after Consultant submits an invoice to the District for Extra Services actually completed and after the District’s written approval of the Extra Services, or the portion of the Extra Services for which payment is to be made.

4.5.1.3. Consultant must provide, to the District’s satisfaction, appropriate substantiation for all Extra Services performed on an hourly basis. Consultant shall properly support payment of all hourly services in each invoices, as specifically provided for herein.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services:

[Insert any allowed costs or expenses or state “Not applicable” if none]

6. **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:

[Insert any exceptions or state “Not applicable”]

7. **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 Consultant’s Work, District being interested only in the results obtained.

8. **Consultant and Subconsultant Registration and Compliance (When Applicable).** Consultant acknowledges that, for purposes of Labor Code section 1725.5, for all scopes of work that are within a classification of the Department of Industrial Relations (DIR) and for which there is a prevailing wage, then Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. If that is the case, then:

8.1. Consultant shall comply with Labor Code section 1725.5, including without limitation the registration

requirements for itself and its subconsultants. Consultant represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.

8.2. Consultant shall pay workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>.

8.3. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

8.4. Consultant shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.

8.5. Consultant shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.

8.6. Consultant shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

9. **Designated Representatives.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.

10. **Performance of Services.**

10.1. **Standard of Care.**

10.1.1. 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 school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

10.1.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

10.1.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon the professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

10.1.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

10.2. **Meetings.** In addition to all public hearings and meetings, Consultant agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.

10.3. **District Approval.**

10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.

10.3.2. Prior to any documents being made public, Consultant shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.

10.4. **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.

11. **Information.**

11.1. **Furnished by District.** Upon request by Consultant, District shall furnish Consultant any information and documents readily available to District that the Consultant determines may be of use to the Consultant in the performance of the Services. District shall rely upon Consultant to determine which information and documents may be of use to the Consultant in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Consultant shall determine if it is appropriate to rely on the District furnished information or documents. Consultant shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.

11.2. **Furnished by Others.** Consultant is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Consultant shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Consultant shall determine if clarification, additional information, or additional data is needed.

12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for the services.

13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. **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. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination.

15.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the 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 (3) days after the day the notice was mailed, whichever is sooner.

15.2. **Without Cause by Consultant.** Consultant cannot terminate this Agreement without cause.

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

15.3.1. Material violation of this Agreement by the Consultant; or

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

15.3.3. 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 the 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 Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services 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.

15.4. **With Cause by Consultant.** Consultant may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

15.4.1. Material violation of this Agreement by the District, or

15.4.2. Failure of the District to timely pay undisputed Consultant invoices.

Written notice by Consultant shall contain the reasons for the intention to terminate and unless within thirty (30) 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 thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Consultant.

15.5. **Documentation upon Termination.** Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not these documents are final or draft documents.

16. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold

free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“**Claim(s)**”), but only to the extent that the Claim(s) arise out of, pertain to or relate to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

17. Insurance.

- 17.1. 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.
- 17.1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 17.1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 17.1.3. **Workers' Compensation Liability.** For all Consultant’s employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers’ Compensation policy. That policy shall provide employers’ liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 17.1.4. **Employment Practices Liability.** For all Consultant’s employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers’ liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. Consultant shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 17.1.5. **Sexual Molestation and Abuse Liability Insurance.** One million dollars (\$1,000,000) per incident. Consultant shall procure and maintain, during the life of this Agreement, sexual molestation and abuse insurance. Consultant shall require its Consultants to procure and maintain sexual molestation and abuse insurance for all employees of Consultants. Any class of employee or employees not covered by a Consultant’s insurance shall be covered by Consultant’s insurance. If any class of employee or employees engaged in Services under the Agreement, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Consultant shall provide, or shall cause a Consultant to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.
- 17.1.6. **Professional Liability.** This insurance shall cover the prime design professional and design professional’s liability arising from the services of Consultant with a minimum of one million dollars (\$1,000,000) per claim limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus “tail” coverage for two (2) years thereafter. This policy can be on a claims-made basis.
- 17.2. **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:

- 17.2.1. 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."
- 17.2.2. 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.
- 17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

17.3. **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.

18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law, without express written consent of the District.
19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.
20. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations 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 Agreement is at variance with any of these laws, ordinances, 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 Agreement shall be appropriately amended in writing, or this Agreement 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.
21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force the certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Consultant shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
22. **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 District policy. Consultant and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Consultant agrees to

require like compliance by all its subcontractor(s).

23. **Disabled Veteran Business Enterprises.** Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Consultant, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Consultant's good faith efforts to meet these DVBE goals.
24. **Interaction with the Media and Public.** Consultant shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform the District about the complaint.
25. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.
26. **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.
27. **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:
 - 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **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.
29. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.
30. **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.
31. **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.

32. **Notice.** Notices and communications between the Parties may be sent to the following addresses:

District:

Alameda Unified School District

2060 Challenger Drive

Alameda, CA 94501

Attn: Robbie Lyng

Email: rl yng@alamedaunified.org

Consultant:

_____ [Firm Name]

Company Address _____

_____, CA _____

Attn: _____

Email: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

- 33. **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.
- 34. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and 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. Consultant waives any claim or right to remove an action on this Agreement to federal court.
- 35. **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 the term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 36. **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.
- 37. **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.
- 38. **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.
- 39. **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 the provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 40. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
- 41. **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.
- 42. **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.
- 43. **Incorporation of Recitals and Exhibits.** The Recitals and any and all exhibits attached hereto are hereby incorporated herein by reference.
- 44. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be

inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

45. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** The District’s Request for Statement of Qualifications and/or A Request for Proposals (“**RFQ/RFP**”), is hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Consultant’s Response, this Agreement shall control over the RFQ/RFP, which shall control over Consultant’s Response.

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

Alameda Unified School District [Consultant] _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Print Title: _____ Print Title: _____

Dated: _____ Dated: _____

Email: _____ Email: _____

Information regarding Consultant:

Consultant: _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: Title 26, United States Code sections 6041 and IRS reporting rules require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. These rules also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

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

EXHIBIT A TO AGREEMENT FOR SERVICES

PROJECT SCOPE

[THIS IS SAMPLE SCOPE ONLY. THE REQUIRED SCOPE OF SERVICES MUST BE REVIEWED AND APPROVED BY THE CONSULTANT AND THE DISTRICT WHEN THE AGREEMENT IS EXECUTED.]

SPECIAL TESTING AND INSPECTION

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

[IF A CONSULTANT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

The scope of Services is more specifically described herein.

The Consultant must complete a Division of the State Architect ("DSA") Form SSS 103-1 (Revised 4/07 or more recent version, Structural Tests and Inspections). All appropriate boxes must be checked to indicate the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.

- 1) Compacted fill inspection and testing
- 2) Reinforcing steel inspection and testing
- 3) Structural steel inspection and testing
- 4) Brick and block inspection and testing
- 5) Glued laminated structural lumbar inspection and testing
- 6) _____ inspection and testing
- 7) _____ inspection and testing
- 8) _____ inspection and testing

Consultant shall provide the Services set forth herein, as well as any incidental services necessary for the full and adequate completion of Project Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, Title 24 and Instructions on Division of the State Architect ("DSA"), Structural Tests and Inspections form SSS 103-1 (as provided for the project), and instructions included herein. Special Inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the District. Consultant shall provide daily and/or individual occurrence reports of Special Inspections and Testing results on previously approved forms and provide sufficient copies to the District and District's Representatives for distribution to the Construction Contractor, and Architect.

Geotechnical Engineer of Record and Soils Observation and Testing

The geotechnical portions of this Project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the Project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

Consultant shall provide:

1. Perform a site reconnaissance, reviewing the geotechnical engineering report for this project, reviewing the drawings, and preparing a transfer of geotechnical engineer of record responsibility letter
2. Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports
3. Ensure soils conditions are in conformance to soils report
4. Foundation Inspection
5. Caisson, drilled piers or driven piles inspection
6. As-graded soils report
7. Observation and testing during site clearing and mass grading
8. Observing the foundations excavations for structures

9. Observation and testing during backfilling of utility trenches
10. Observation and testing during backfilling around retaining walls
11. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas
12. Observation and testing during asphalt concrete placement
13. Perform the following Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the District. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA certified laboratory:
 - a. Soil, Aggregate & Asphalt
 - b. Maximum Dry Density
 - c. Expansion Index (ASTM D4318)
 - d. R-Value
 - e. Sand Equivalent
 - f. Sieve Analysis (ASTM C136)
 - g. Hveem Stability
 - h. Asphalt Extraction (ASTM 2172)
 - i. Hardness and Abrasion
 - j. Atterberg limits (ASTM 4318)
 - k. No. 200 Sieve Analysis (ASTM D422)
 - l. Specific Gravity C127/C128
 - m. Asphalt and Asphaltic Concrete Gradation (ASTM C136)
 - n. Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1188)
 - o. Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1559)
 - p. Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
 - q. Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
 - r. Asphalt Cores

Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the Project documents, plans and specifications.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c).)

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
 - _____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - _____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**
- Date: _____
District Representative's Name and Title: _____
Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____
Name of Consultant or Company: _____
Signature: _____
Print Name and Title: _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Consultant shall complete **ONLY ONE** of the following three paragraphs.

- 1. Consultant's total Fee is less than one million dollars (\$1,000,000).
OR
- 2. Consultant's total Fee is one million dollars (\$1,000,000) or more, but Consultant is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Consultant is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
- 3. Consultant's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Consultant to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Consultant to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

RUSSIAN SANCTIONS CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, you must also provide a written response to the District, in addition to this certification, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I certify that I am duly authorized to legally bind the Consultant to this certification, and I certify that the Consultant is compliant with the Federal Order and the State Order.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____