

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P) #2023-08  
FIRE PROTECTION ENGINEERING SERVICES  
MORADA MIDDLE SCHOOL #0895/8095 AND PLAZA ROBLES SCHOOL #0896/8096**

**NOTICE IS HEREBY GIVEN** that the Lodi Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide fire protection engineering services to the District for the Removal and Replacement of the Fire Alarm Systems at Morada Middle and Plaza Robles Schools. ("Projects").

Respondents to this RFQ/P should mail or deliver three (3) bound copies, one (1) unbound copy, and one (1) electronic copy on flash drive of their Statement of Qualifications ("SOQ") and a copy of their Proposal labeled Fire Protection Engineer Proposal, as further described herein, to:

**VICKIE BRUM  
PLANNING ANALYST  
LODI UNIFIED SCHOOL DISTRICT  
880 N. Guild Ave., Lodi, CA 95240**

**ALL RESPONSES ARE DUE BY 2:00 P.M. ON OCTOBER 24, 2023.** Any SOQ or Proposal received after that date and time will not be accepted and will be returned unopened. **Oral, telegraphic, facsimile, telephone or email RFQ Packets will not be accepted.**

Each SOQ and Proposal must conform and be responsive to the requirements set forth in this RFQ/P.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFQ/P please email Joe Patty at [jpatty@lodiUSD.net](mailto:jpatty@lodiUSD.net) before 4 p.m. on October 12, 2023. Answers will be posted on the District website by 5 p.m. on October 18, 2023 by way of an addendum to the RFQ.

## **BACKGROUND**

The District serves approximately 29,800 K-12 students at 49 school sites in the Central Valley of Northern California.

The District is seeking SOQs and Proposals from experienced entities to provide fire protection engineering services ("Consultant") for the District.

This RFQ/P explains the services sought from the Consultant and generally outlines the Program requirements. The District intends to select a pool of qualified firms for the Removal and Replacement of the Fire Alarm System at Morada Middle and Plaza Robles Schools as described below:

ENGINEER THE REMOVAL OF EXISTING SIMPLEX FIRE PANEL, SYSTEM, AND WIRING Engineer the new installation in phases to keep the old simplex system operating as long as possible to reduce the cost of guard services.

## **PROGRAM/PROJECT(S) DESCRIPTION**

### **SCOPE OF SERVICES**

Consultant must be capable of providing the full Scope of Services for any Program Project(s), as set forth at **Exhibit "A"** to the District's form Independent Consultant Agreement for Professional Services, which is distributed with this RFQ/P as **Appendix "A"** and incorporated herein by this reference. Consultant will be responsible for surveying existing fire detection system components and designing fire alarm upgrade projects at Morada Middle and Plaza Robles Schools.

### **Description of the Work:**

This scope of this project is to provide plan design, design drawings and project oversight services to the district for the design of a new Voice Addressable Fire Alarm and Carbon Monoxide Systems at both schools. The layout design will be required to meet current codes any other relevant and required codes for occupancy and use.

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- A. NFPA 70 - National Electrical Code (NEC) Generally, and Article 760 in particular
- B. NFPA-72 – National Fire Alarm Code
- C. NFPA 101 - Life Safety Code
- D. NFPA-90A - Installation of Air Conditioning and Ventilating Systems
- E. State and Local Codes
- F. National Electrical Manufacturer's Association (NEMA)
- G. Underwriters' Laboratories, Inc. (UL)
  - 1. UL-864 Control Units for Fire Protective Signaling Systems

2. UL-268 Smoke Detector for Fire Protective Signaling Systems
3. UL-217 Smoke Detectors for Single and Multiple Station
4. UL-521 Heat Detectors for Fire Protective Signaling Systems
5. UL-464 Audible Signaling Appliances
6. UL-1971 Visual Signaling Appliances
7. UL-38 Manually Actuated Signaling Boxes
8. UL-1481 Power Supplies for Fire Protective Signaling Systems

The proposal shall include:

Consultant to provide services to prepare design drawings, project manual, bid and DSA approval documents, assist with tabulating and reviewing the bids, and basic construction oversight. Project specifications, State approval assistance, assist with distribution of bid documents, bid summary and evaluation, review of shop drawings, periodic inspection of the work, review of payment requests and extras, project closeout and cost to construct estimate are all items of work that should be considered in your proposal.

Providing services to prepare design drawings, project manual, bid and DSA approval documents, assist with tabulating and reviewing the bids, and basic construction oversight.

Project specifications, State approval assistance, assist with distribution of bid documents, bid summary and evaluation, review of shop drawings, periodic inspection of the work, review of payment requests and extras, project closeout and cost to construct estimate are all items of work that should be considered in your proposal.

**NOTE:** The Fire Alarm project will need to be designed and constructed fully knowing the system may need to be able to be expandable with any future building addition, expansion or remodeling.

### **LIMITATIONS**

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any entity responding to this RFQ/P. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFQ/P. The awarding of the Consultant contract(s), if at all, is at the sole discretion of the District.

The SOQs, Proposals, 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 material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs and Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an

agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ or Proposal.

### **FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to submit SOQs and Proposals in response to this RFQ/P and no respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

### **RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation/selection process, or the award of the contract with any member of the District, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the respondent.

### **FORMAT REQUIREMENTS**

Firms responding to this RFQ/P must comply with the following format requirements. Material must be in 8-1/2 x 11 inch format. Submittals shall include divider tabs labeled with boldface headers below; e.g. the first tab would be entitled "Cover Letter", the second tab would be entitled "Business Information", etc.

Provide three (3) bound copies, one (1) unbound copy, and one (1) electronic copy of the SOQ and Proposal.

- The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:
  - No divider sheets or tabs.
  - Pages with proprietary information removed.
  - A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.
- The electronic copy will only be accepted via flash drive in the following programs: Microsoft Office Suite or PDF.

## **CONTENT REQUIREMENTS**

### **1. COVER LETTER** (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the respondent. If the respondent is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Respondent must include one (1) of the follow statements:

*"[INSERT RESPONDENT'S NAME] received a copy of the District's form of Independent Consultant Agreement for Professional Services ("Agreement") attached as Appendix "A" to the RFQ/P. [INSERT RESPONDENT'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement."*

OR

*"[INSERT RESPONDENT'S NAME] received a copy of the District's form of Independent Consultant Agreement for Professional Services ("Agreement") attached as Appendix "A" to the RFQ/P. [INSERT RESPONDENT'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT RESPONDENT'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."*

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Respondent must include evidence that Respondent is legally permitted and properly licensed for the scope of services and to conduct business in the State of California.
- Respondent shall sign and add the following language: *"By virtue of submission of this Proposal, [INSERT RESPONDENT'S NAME] declares that all information provided is true and correct."*

## **2. BUSINESS INFORMATION**

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support).
- Location of office where the bulk of services solicited will be performed.
- State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.

## **3. RELEVANT PROJECT EXPERIENCE**

- Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:
  - District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
  - Project name and location.
  - Beginning and end dates of project (i.e., Notice of Completion and DSA final certification).
  - Square footage.
  - Main program elements.
  - Description of services provided by your firm.

- Briefly state relevance of the project for consideration in this RFQ/P.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.
- Describe your experience working with relevant state or local agencies.
- Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule.
- Demonstrate your firm's flexibility in adapting to the changing needs and priorities of a K-12 school district.

#### **4. PROJECT TEAM SUMMARY**

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services for the Project(s).
- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

#### **5. LITIGATION HISTORY**

Provide a comprehensive five (5)-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. A SOQ/Proposal failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

#### **6. FEE PROPOSAL**

Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

A form of the Agreement has been distributed with this RFQ/P as **Appendix "A."** The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and the selected firm. **Any objections to the form of Agreement must be identified in your Cover Letter.**

## 7. APPENDIX

- Firm brochure/history/background, reprints, etc.
- Key team member resumes.

### **SELECTION PROCESS AND CRITERIA**

The District will evaluate all submissions. Each submittal must be complete. Incomplete submittals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the respondents. After the interviews, if any, the Selection Committee will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District.

The criteria for evaluating submissions may include, without limitation, the following:

- Experience and performance history of the firm with similar services;
- Experience and results of proposed personnel;
- References from clients contacted by the District;
- Technical capabilities and track record of use;
- Value of services under proposed fees; and
- Overall responsiveness of the Proposal.

### **DISTRICT INVESTIGATIONS**

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQs. The District may request a respondent to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the Selection Committee's discretion, firms may be asked to arrange a tour of a representative facility which they have been responsible for.

### **INTERVIEWS**

The District, at its sole discretion, *may* elect to interview selected firm(s). The District may elect to interview one or more firms. If a firm is requested to come for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District's Selection Committee to review the firm's proposal and other matters the committee deems relevant to its evaluation. **Any comments or proposed changes to the form of Agreement attached hereto as Appendix "A" shall be provided in writing before the interview and may be the subject of inquiry at the interview.**



**FINAL DETERMINATION AND AWARD**

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein, to reject any SOQ or Proposal as non-responsive, and/or not to contract with any respondent for the services described herein. The District makes no representation that participation in the RFQ/P 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 or Proposal in response to this RFQ/P, including any supporting materials.

Awarding of 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 firm(s) will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFQ/P.

**RFQ/P RESPONSE SCHEDULE SUMMARY:**

The District reserves the right to change the dates on the schedule without prior notice.

<b>DATE</b>	<b>EVENT</b>	<b>TIME DEADLINE</b>
9/23/2023	Release and advertisement of RFQ/P #2023-08.	
10/12/2023	Deadline for submission of written questions to District concerning RFQ/P #2023-08.	5:00 p.m.
10/18/2023	Addendum to RFQ, if required, published.	5:00 p.m.
<b>10/24/2023</b>	<b>Deadline for all submissions in response to RFQ/P #2023-08.</b>	<b>2:00 p.m.</b>
10/26/2023	Release of short-listed firms.	5:00 p.m.
Week of 10/30/2023	Interviews of short-listed firms. – IF necessary	Begin 9:00 a.m.
<b>11/02/2023</b>	<b>Notification to selected firm.</b>	

**WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!**

**EXHIBIT A**  
**INDEPENDENT CONSULTANT MASTER AGREEMENT FOR PROFESSIONAL SERVICES**  
**FIRE PROTECTION ENGINEERING SERVICES**

This Independent Consultant Master Agreement for Professional Services ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Lodi Unified School District ("District") and \_\_\_\_\_ ("Consultant") (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide \_\_\_\_\_ services ("Services") as further described in the Task Order for each engagement ("Task Order"), a form of which is attached hereto as **Exhibit "A"**.
2. **Term.** Consultant shall commence providing Services under the terms of this Agreement on the dates specified in each applicable Task Order and will diligently perform as required and complete performance by the date set forth in the Task Order, unless this Agreement or the Task Order is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement or the Task Order until Consultant has submitted and District has approved the documents, certificates, and endorsements of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Signed Task Order
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
_____	Other: _____

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement and the Task Order a total fee not to exceed the amount set forth in the applicable Task Order. District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced shall be set forth in the applicable Task Order.
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices

included in the Task Order. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement and the Task Order.

- 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.
6. **Independent Contractor.** Consultant, in the performance of the Services, 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 District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' 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 and the applicable Task Order.
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 school 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 as set forth in the applicable Task Order.
  - 8.3. **District Approval.** The work completed herein must meet the approval of District and shall be subject to District's general right of inspection and

supervision to secure the satisfactory completion thereof.

- 8.4. **New Task Order 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 by submitting a proposal for such new scope and obtaining written authorization via a new Task Order for each additional project.
9. **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 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 such Services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that, to the extent proper payment has timely been made to Consultant, all matters produced under this Agreement and applicable Task Orders 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 agrees to take such actions as are necessary to protect the rights assigned to the District in this Agreement, and to refrain from taking any action that would impair those rights. Documents and data produced by Consultant are not intended or represented by Consultant to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the District. Any such unauthorized use will be at the District's or third party's sole risk.
11. **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 and each related Task Order. 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 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 District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement and each Task Order, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement or related Task Order nor stop the performance of the Services, but will allow determination by the court of the State of

California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement and the applicable Task Order. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

### **13. Termination.**

13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement or a related Task Order 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 Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. **With Cause by District.** District may terminate this Agreement or a related Task Order upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement or Task Order by Consultant; or

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

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 or related task order shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If the expense, fees, and/or costs to District exceed the cost of providing the services pursuant to this Agreement or Task Order, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of 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.

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives,

officers, consultants, employees, and trustees, (the "Indemnified Parties") from any and all claims, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including reasonable attorneys' fees and costs, from any and all claims, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**15. Insurance.**

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

<b>Type of Coverage</b>	<b>Minimum Requirement</b>
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 2,000,000 \$ 4,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 3,000,000
<b>Professional Liability</b>	\$ 2,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 4,000,000

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, 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 District.)

15.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's 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, 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.

- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 15.2. **Proof of Insurance.** 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 District and approved by District. Certificates and insurance policies shall include the following:
- 15.2.1. 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 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."
- 15.2.2. 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.
- 15.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, and consultants, are named additional insured to the extent of the liabilities assumed by Consultant under this Agreement under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's 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.
- 15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 15.3. **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 District.
16. **Assignment.** The obligations of Consultant pursuant to this Agreement or a related Task Order shall not be assigned by Consultant.
17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of 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 Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement or a related Task Order are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of

District, any necessary changes to the scope of the Services shall be made and this Agreement and/or the appropriate Task Order shall be appropriately amended in writing, or this Agreement and/or the appropriate Task Order shall be terminated effective upon Consultant's receipt of a written termination notice from District.

17.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with District.

17.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1.

17.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

17.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

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

19. **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 and related Task Order.

20. **Anti-Discrimination.** It is the policy of 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 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, Consultant agrees to require like compliance by all of its subcontractor(s).



21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement or the appropriate Task Order prior to Consultant's performing of any portion of the Services.
22. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement or the appropriate Task Order, if applicable.
23. **No Rights in Third Parties.** This Agreement and related Task Order does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
  - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement and related Task Order shall be limited to the payment of the compensation provided in this Agreement and the Task Order. Consultant's total liability for all claims or causes of action of any kind shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement. Notwithstanding any other provision of this Agreement or the applicable Task Order, in no event, shall District or Consultant 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 or Task Order for the Services performed in connection with this Agreement and related Task Order.
26. **Confidentiality.** 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 or Task Order.
27. **Notice.** Any notice required or permitted to be given under this Agreement or

Task Order 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:**

Lodi Unified school District  
1305 E Vine Street  
Lodi, California 95240  
FAX: 209-331-7229  
ATTN: Leonard Kahn, CBO

**Consultant**

Name of Firm  
Address  
City, California Zip  
ATTN: Name

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) calendar days after deposit in the United States mail.

28. **Integration/Entire Agreement of Parties.** This Agreement and the related Task Order constitute 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, such as a Task Order.
29. **California Law.** This Agreement and related Task Order 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 and Task Order shall be maintained in the county in which District's administrative offices are located.
30. **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.
31. **Severability.** If any term, condition or provision of this Agreement or Task Order 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.
32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement or related Task Order shall be deemed to be inserted herein and this Agreement and related Task Order shall be read and enforced as though it were included therein.

- 33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement or Task Order, except as otherwise provided in this Agreement or related Task Order, has any authority to bind the other to any agreements or undertakings.
- 34. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement or Task Order, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 35. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement or a Task Order, until the contractors' or subcontractors' claims are finally resolved.
- 36. **Captions and Interpretations.** Paragraph headings in this Agreement and related Task Order are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement and Task Order. No provision of this Agreement or a related Task Order shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement and Task Order shall be construed as if jointly prepared by the Parties.
- 37. **Calculation of Time.** For the purposes of this Agreement and related Task Order, "days" refers to calendar days unless otherwise specified.
- 38. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement and the related Task Order, and the person signing this Agreement and the related Task Order on behalf of each Party has been properly authority and empowered to enter into this Agreement and Task Order.
- 39. **Counterparts.** This Agreement and all Task Orders, amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**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: \_\_\_\_\_, 2023      Dated: \_\_\_\_\_, 2023

**Lodi Unified School District**

**Name of the Firm**

By: \_\_\_\_\_

By: \_\_\_\_\_

Leonard Kahn  
Chief Business Officer

Name

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**Information regarding Consultant:**

License No.: \_\_\_\_\_

Registration 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, District requires Consultant to furnish the information requested in this section.**

**EXHIBIT "A" FORM OF TASK ORDER**

TASK ORDER FOR INDEPENDENT CONSULTANT MASTER AGREEMENT FOR SPECIAL SERVICES (TASK ORDER NO. \_\_\_\_\_)

This Task Order ("**Task Order**") is entered into by and between the LODI UNIFIED SCHOOL DISTRICT ("**District**") and [\_\_\_\_] ("**Consultant**;" together "**Parties**") relating to the Parties agreement and approval of this Task Order under the Independent Consultant Master Agreement for Special Services ("**Agreement**"), which was entered into on [\_\_\_\_\_], 2023.

**RECITALS**

**WHEREAS**, in order to complete the intended scope of work under the Agreement, the Parties agree upon and enter into Task Order forms based on Consultant's proposal for the work;

**WHEREAS**, the Parties desire to enter into this Task Order based on a proposal for services from the Consultant; and

**WHEREAS**, the Parties agree that the Consultant shall provide the proposed services for a not to exceed amount of [\_\_\_\_\_] Dollars (\$\_\_\_\_\_.00).

**TASK ORDER TERMS**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in the Agreement and this Task Order, the Parties agree to the following:

- 1.** The Parties approve the scope of services attached to this Task Order and the terms of the accompanying proposal to the extent that the proposal does not conflict with the Agreement or this Task Order, and the Consultant agrees to countersign the Task Order.
- 2.** The Parties agree that the scope of services set forth in this Task Order shall be completed for the not-to-exceed cost of [\_\_\_\_\_] Dollars (\$\_\_\_\_\_.00).
- 3.** All provisions of the Agreement, as amended, remains in full force and effect, and the Parties acknowledge that the terms and conditions of the Agreement, as amended, shall remain binding upon them.

**IN WITNESS WHEREOF**, the Parties have accepted and agreed to the terms of this Task Order on the dates indicated below.

**DISTRICT:**

Dated: \_\_\_\_\_, 2023  
LODI UNIFIED SCHOOL DISTRICT

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**CONSULTANT:**

Dated: \_\_\_\_\_, 2023

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**ATTACHMENT NO. 1 TO TASK ORDER**

Consultant’s entire Proposal is **not** made part of this Task Order.

***NOTE: 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.***

Consultant shall provide all \_\_\_\_\_ services that the District, or its Board, officers, employees, representatives, or agents may request for each property listed below (“Property”). Consultant shall coordinate its Services with the District’s representative, or his/her designee. Consultant shall also coordinate its Services with the District’s other consultants.

<b>School Site</b>	<b>Property Address</b>	<b>Project Description</b>

The Services to be provided by Consultant include, but are not limited to, the following:

**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 Services of this Agreement.

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 District prior to performing any Services under this Agreement.)



**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 Master Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and 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 District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's 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 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 District, or acting as independent contractors of 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.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

I am a representative of Consultant entering into this Agreement with 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_