REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P) #82
GEOTECHNICAL AND SOILS ENGINEERING SERVICES

NOTICE IS HEREBY GIVEN that the Tamalpais Union High School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide geotechnical and soils engineering services for the Tamalpais Union High School District Capital Projects ("Project").

Respondents to this Request for Qualifications and Proposals ("RFQ/P") should email one (1) electronic (PDF) copy of the Statement of Qualifications ("SOQ"), and a copy of their proposal ("Proposal"), as further described herein, to:

Mike Woolard
mwoolard@tamdistrict.org
TAMALPAIS UNION HIGH SCHOOL DISTRICT
333 Doherty Drive – Corporate Yard
Larkspur, CA 94939

ALL RESPONSES ARE DUE BY 2:00 P.M., ON Friday, March 3, 2023 Any SOQ or Proposal received after that date and time will not be accepted and will be returned unopened.

Mark email: "Statement of Qualifications and Proposal for Geotechnical Engineer Services." Late submittals will not be accepted or considered.

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

District reserves the right to waive any informalities or irregularities in received submittals. Further, 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. 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 submit them via email to Mike Woolard (mwoolard@tamdistrict.org) before 4:00 p.m. on February 24, 2023. Responses will be provided by an Addendum to this RFQ/P on the District's website by 4:00 p.m. on February 28, 2023.

RFQ/P RESPONSE SCHEDULE SUMMARY:

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

DATE	EVENT	TIME DEADLINE
February 1, 2023	Release and advertisement of RFQ/P #82.	
February 24, 2023	Deadline for submission of written questions to District concerning RFQ/P #82.	5:00 p.m.
February 28, 2023	Responses to written questions posted by District.	
March 3, 2023	**Deadline for all submissions in response to RFQ/P #82.**	**2:00 p.m.**
March 8 - 10, 2023	Interviews of short-listed firms. (optional at District discretion)	
March 15, 2023	Notification to selected Firms	

I. BACKGROUND AND OVERVIEW

The District is an extremely high performing district in a very active, supportive, and educated community. Currently more than 4,500 students are served in three comprehensive high schools and two alternative programs. In addition, the Adult and Community Education courses attract hundreds of community members each year.

The District is seeking SOQs and Proposals from experienced entities to provide full geotechnical and soils engineering services ("Consultant") for upcoming District facility improvement projects.

A. Project Description

Project specific proposal(s) will be requested at a later date, the purpose of this RFQP is to establish a pool of consultants for use on upcoming capital projects.

B. Limitations

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the District's best interest. The contract award pursuant to this RFQ/P, if at all, is at the District's sole discretion.

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 District's sole discretion.

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 District property 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, the District will hold confidentially the SOQs and Proposals, which will 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.

C. Full Opportunity

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

D. 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 or selection process or the award of the contract(s) with any member of the District's Governing Board ("Board"), Committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described in the Notice (on page 1) and in Section VII (Submittals), below. Any such contact shall be grounds for the disqualification of the firm submitting a response to this RFQ/P.

II. SCOPE OF REQUIRED SERVICES

Any firm selected based on this RFQ/P process must be capable of providing full geotechnical assessment consulting Services for the Project.

The anticipated scope of services is set forth at **Exhibit "A"** to the District's form of Agreement for Professional Services, which is distributed with this RFQ/P as **ATTACHMENT "A"** and incorporated herein by this reference.

The Geological and Soil Engineering ("GSE") Consultant must be a registered Geotechnical Engineer or a Civil Engineer in California with experience in soils engineering. The work to be provided by the GSE Consultant includes the following: supply all equipment and labor to perform field exploration, drill test borings, sample soils and perform laboratory tests; evaluate geologic and seismic conditions; and provide full soils evaluations with detailed soils reports which shall include construction level repair recommendations, surface evaluation, subsurface exploration coring, boring log, r-value test results, grain size distribution, soils classification according to the Unified Soils Classification System, laboratory testing of earth materials collected, ground water evaluation, existing geologic, seismic, and soil conditions present within the Property, and evaluation of potential impacts to the Project under conditions associated with faults, strong seismic ground shaking, seismic-related ground failure such as liquefaction, landslides, and unstable geologic units and/or soils.

The GSE Consultant shall also provide geotechnical field services for the Project including, but not limited to:

- Adhere to the requirements set forth in DSA publication IR A-4 Geological Hazard Report Requirements, as applicable to the project.
- Necessary field investigation, laboratory testing and engineer analysis required for the Report, including recommendations for the soils and foundation engineering.
- Assist with the application/documentation requirements for CCS application.
- Construction monitoring including, but not limited to:
    - Ensure that construction complies the requirements of the Geotechnical Report.
    - Observe and inspect soils during earthwork, trenching, backfill, compaction, foundation installation, aggregate base installation, lime treatment and all other normal activities associated with geotechnical inspection on a new construction.
    - For the purpose of this proposal, please indicate the number of meetings and site visits anticipated.

The exact scope of services, however, will be negotiated with the selected firm and finalized in any resulting contract.

Any entity retained as a result of this RFQ/P shall be required to work cooperatively with the District in conjunction with all other technical consultants, the architect, and any Program and/or construction manager, if any, retained by the District for the

Project, as well as other entities retained by the District to facilitate the timely completion of the Project.

III. CONTRACTUAL REQUIREMENTS

Consultant must execute the District's standard agreement. (A Copy of the District's Agreement for Professional Services is attached to this RFQ/P as **ATTACHMENT "A."**) Firms responding to this RFQ/P must acknowledge that they have reviewed the Agreement, must agree to the indemnity and insurance provisions contained in the District's standard Agreement, and must confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's standard Agreement.

IV. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES

Depending upon the scope of work, Consultant may be required to assist the District in working with various outside governmental agencies including, but not limited to, the following as applicable: City or County Planning Commissions and Departments, the Department of Toxic Substance Control ("DTSC"), the regional air quality control district, the state and regional water quality control boards, the State Department of Education, the Division of the State Architect, the State Allocation Board, and the Office of Public School Construction. Respondent shall discuss its experience with each of these agencies.

V. CONFLICT OF INTEREST

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, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

VI. ASSIGNMENT

Any contract resulting from this RFQ/P and any amendments or supplements thereto shall not be assignable by the successful Consultant either voluntarily or by operation of law without the District's written approval.

VII. SUBMITTALS

A. Summary of Required Qualifications

The scope of services includes full geotechnical services including, but not limited to, analysis of sub-surface conditions to determine structural/seismic requirements for modernization or new construction.

B. Format Requirements

Firms responding to this RFQ/P must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and shall not exceed thirty (30) single-sided pages or fifteen (15) double-sided pages, not including the cover letter, table of contents, divider tabs, resumes, samples of work, and fee schedules. Each submittal must include a Front Cover stating the following: "Statement of Qualifications and Proposal for [FIRM NAME] for Geotechnical Engineer Services in Response to Tamalpais Union High School District's RFQ/P #82."

Submittals are to be submitted in sealed packages with the name of the responding firm clearly marked on the outside of each package, and should include the Proposal in a separate, sealed envelope.

Each SOQ must include a table of contents and divider tabs labeled with the boldface headers below (e.g., the first tab would be entitled "**Cover Letter**", the second tab entitled "**Business Information,**" etc.).

Provide one (1) electronic (PDF) copy via email of the SOQ and Proposal.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a Respondent does not respond to all categories requested, the Respondent may be disqualified from further consideration.

C. SOQ Content Requirements

1. TAB 1 – Cover Letter (maximum of 1 page)

- Provide a letter of introduction signed by an authorized officer of the firm. If the firm 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.
- Firm name.
- Address, include any branch office address and point of contact.
- Telephone number.
- Facsimile number.
- E-Mail address.
- Identify team. [if applicable]
- 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.

- Summarize qualifications most relevant to this Project.

- **Must include the following statement:**

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

  OR

  "[INSERT FIRM NAME] received a copy of the District's form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFQ/P [INSERT FIRM NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal."

- Respondent must 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 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. TAB 2 – Business Information

Respondent must provide the following information for itself and for any and all other firms with which it will joint venture or associate on this Project:

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization/business structure (ownership, legal form, i.e., corporation, partnership, etc., and senior officials of company). 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.
- Certificate(s) of Insurance identifying the firm's current insurance coverages.
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.
- How subconsultants are generally used by your firm and to what extent work is performed in-house versus by subconsultant(s).

3. **TAB 3 – Project Approach, Relevant Qualifications /Experience, And References**

   Respondent must state its qualifications for the last ten (10) years on a minimum of five (5) TK-12 educational projects of comparable size and complexity, 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 subconsultant(s) 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. **TAB 4 – Litigation and Claims History**

   - Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history ("Claims"). This includes current/ongoing Claims. For

each Claim, state the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.

- A SOQ/Proposal failing to provide the requested information on claims, lawsuits, and/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.

5. TAB 5 – Project Team Summary

The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the applicable services as described herein.

- Identify and provide resumes that include responsibilities, titles, licenses, certifications, and clearly identify experience in school projects, for key personnel and/or team members, subconsultants, and the roles to which they will be assigned. List dates of employment by your firm whether employed as an employee, independent contractor, subconsultant, or otherwise, and office addresses for each of the identified personnel. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers.

- If subconsultants are to provide any work, include a statement as to how this shall be organized, including identified roles and qualifications of subconsultants, if any. Respondent will be required to demonstrate long term relationships with any subconsultants.

- 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.

6. TAB 6 – Fee Proposal

Fee proposal must include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). The Proposal must 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 will be reimbursed in accordance with the federal government Joint Travel Regulation.

7. TAB 7 – Non-Collusion Declaration

A Non-Collusion Declaration form is attached to this RFQ/P as **ATTACHMENT "B."** Respondents must include a copy of the Non-Collusion Declaration executed by someone authorized to bind the firm. Submittals that do not include the executed Non-Collusion Declaration are non-responsive and will not be considered.

8. TAB 8 – Comments to Form of Agreement

A form of the Agreement has been distributed with this RFQ/P as **ATTACHMENT "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 Respondent's submittal; undisclosed, vague, or non-specific change request may not be entertained**. Proposed changes must be specifically identified; general objections without a proposed change will not be entertained.

VIII. SELECTION PROCESS AND CRITERIA

A Committee 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 firm 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 Committee will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District.

A. Evaluation Criteria (100 Points)

Submittals will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQ/P, including, without limitation:

1. Experience and performance history of the firm with similar services;

2. Experience and results of proposed personnel;

3. Acceptable and verifiable professional references for relevant experience;

4. Current commitments and ability of firm to handle several simultaneous projects including, without limitation, availability of staffing and the level of service and support for the Project(s), and availability of resources to meet anticipated schedule and Project requirements;

5. Capacity and commitment to provide services to District, including ability to respond to District's requests in a timely and appropriate fashion, to inform District of all issues discovered on Project, and to work positively and cooperatively with District's team;

6. Credentials including, without limitation, professional and technical expertise, of specific employees assigned as members of the proposed team for the District;

7. Proposed Fee and value of services; and

8. Overall responsiveness of the SOQ and Proposal.

B. 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.

The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. In the event the District does so, the procurement scoring will be cumulative. If your firm is requested to come in 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 further inquire as to the firm's suggested approaches to the projects and the issues identified in this RFQ/P. Any comments or objections to the District's form of Agreement attached to this RFQ/P as **Attachment "A**" may be the subject of inquiry at the interview.

(Continued on the Next Page)

Evaluation Criteria	Maximum Points
Firm's experience and performance history (firm and proposed personnel); professional references	20
Current commitments and capacity; ability to handle several simultaneous projects; ability to work positively and cooperatively with District's team; and commitment to provide services to, and effectively communicate with client.	20
Employee credentials	20
Proposed fee and value for services as determined by District	20
Interviews (if applicable)	20

WE THANK YOU FOR YOUR INTEREST IN THIS PROGRAM

ATTACHMENT A

DISTRICT'S AGREEMENT FOR PROFESSIONAL SERVICES

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENT FOLLOWS]

INDEPENDENT CONSULTANT AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

This Independent Consultant Agreement for Geotechnical Engineering Services ("Agreement") is made and entered into as of the _____ day of _____, 202_ by and between the **Tamalpais Union High School District**, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526, authorizes the District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is trained, experienced, and competent to perform the Services required by the District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide geotechnical engineering services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on _____, 202_ and will diligently perform as required and complete performance by _____, 202_.

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

X	Signed Agreement
X	Workers' Compensation Certification
X	Prevailing Wage Certification
X	Fingerprinting/Criminal Background Investigation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
X	COVID-19 Vaccination / Testing Certification
_____	Other: _____

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

   4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the 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 is as follows:

   4.1.1. _____ _____
   4.1.2. _____ _____

4.1.3. _____ _____
4.1.4. _____ _____
4.1.5. _____ _____

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

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. **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.

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. 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.

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

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

9. **RESERVED**.

10. **RESERVED.**

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. 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.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, 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 nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the 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. 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, the 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 the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the 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 for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

    Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon

the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, 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**.

14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

14.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

14.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

15. **Insurance**.

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

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

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

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

15.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.2. **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:

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 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."

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 the District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' 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 the District.

15.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

16. **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, until the contractors' or subcontractors' claims are finally resolved.

17. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant. Any such assignment shall be null and void.

18. **Compliance with Laws**.

18.1. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services 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 Services 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.

19. **Certificates/Permits/Licenses/Registrations**.

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

19.2. Consultant certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

19.3. Consultant certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Consultant is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars ($1,000) or more, the Consultant agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

19.4. For all Consultant personnel on District property, Consultant shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, Consultant and Consultant's personnel shall continue to comply with all other applicable terms in the California Department of Public Health's State Public Health Officer Orders.

20. **Reserved**

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

22. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

22.1. All site visits shall be arranged through the District;

22.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

22.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

22.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

22.5. Consultant and Consultant's employees shall not use student restroom facilities; and

22.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and

request that a member of the school staff be assigned to the work location.

23. **Disabled Veteran Business Enterprises**. Education Code Section 17076.11 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, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

24. **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.

25. **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:

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

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

26. **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.

27. **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.

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

District:	**Consultant:**
Tamalpais Union High School District 395 Doherty Drive Larkspur, CA 94939 ATTN: Corbett Elsen celsen@tamdistrict.org	[NAME] _____ _____ ATTN: _____ [email]:_____

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

29. **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.

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

31. **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.

32. **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.

33. **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 therein.

34. **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.

35. **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.

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

37. **Calculation of Time.** For the purposes of this Agreement, "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 person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

39. **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. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature.

40. **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: _____, 202_	Dated: _____, 202_
Tamalpais Union High School District	_____
Signed By: _____	Signed By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

_____:
Employer Identification and/or
Social Security Number

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

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

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

Consultant shall provide all geotechnical engineering services that the District may request for each Project listed below. The Consultant must be a registered Geotechnical Engineer or a Civil Engineer in California with experience in soils engineering. Consultant shall coordinate its Services with the District's representative, or designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description

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

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. The work to be provided by the Consultant includes, but is not limited to, the following: supply all equipment and labor to perform field exploration, investigation, laboratory testing and analysis, recommendations for soils and foundation engineering, preparation of Project Geotechnical Report, assistance with application/documentation for CCS application, construction monitoring to ensure construction is in compliance with the requirements of the Geotechnical Report.

Consultant shall provide:

1. Perform site reconnaissance and any and all investigations necessary to evaluate the geologic and seismic conditions, including but not limited to drilling, boring, sampling, laboratory testing;

2. Provide full evaluation of geologic and seismic conditions, including soils reports which shall include construction level repair recommendations, surface evaluation, subsurface exploration coring, boring log, r-value test results, grain size distribution, soils classification according to the Unified Soils Classification System, laboratory testing of earth materials collected, ground water evaluation, existing geologic, seismic, and soil conditions present

within the Property, and evaluation of potential impacts to the Project under conditions associated with faults, strong seismic ground shaking, seismic-related ground failure such as liquefaction, landslides, and unstable geologic units and/or soils.

3. Prepare Geotechnical Report for the Project, and review Project and other documentation as needed for preparation of same.

4. Act as Project Geotechnical Engineer of Record.

5. Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports.

6. Ensure soils conditions are in conformance to soils report.

7. Foundation Inspection.

8. Caisson, drilled piers or driven piles inspection.

9. As-graded soils report.

10. Observation and testing during site clearing and mass grading.

11. Observing the foundations excavations for structures.

12. Observation and testing during backfilling of utility trenches.

13. Observation and testing during backfilling around retaining walls.

14. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.

15. Observation and testing during asphalt concrete placement.

16. 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

17. Prepare and submit an interim Verified Report (form DSA 293 or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

18. Prepare and submit Verified Reports (form DSA 293 or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, DSA-approved construction documents. Personal contact shall include visits to the Project site by the Consultant or its qualified representative to observe construction. 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 contract documents, including the Project plans and specifications. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT "B"
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

[INSERT HOURLY RATES AND FEE SCHEDULE FROM CONSULTANT]

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1, et seq.

*One of the boxes below **must** be checked with regard to Consultant and Consultant's personnel (paid or unpaid employees, volunteers, agents, and subcontractors of Consultant) ("Consultant's Personnel") while providing services under the Agreement, and this form shall be attached to the Independent Consultant Agreement for Services:*

☐ Consultant/Consultant's Personnel will work at an unoccupied school site and/or will not have any interaction with pupils based on the type of service being provided, the location at which services will be provided, or for other reason (specify):

_____
___

☐ Consultant/Consultant's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

___ *The services provided by Consultant/Consultant's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Education Code 45125.1(b).]*

___ *Consultant/Consultant's Personnel will have no interaction with pupils that is not under the supervision and control of the pupil's parent/guardian. [Education Code 45125.1(a).] Describe (enter details of parental supervision):*

_____

_____

___ *Consultant/Consultant's Personnel will have no interaction with pupils that is not under the supervision and control of a District employee who has been properly fingerprinted and investigated. [Education Code 45125.1(a).] Describe (enter details of District employee supervision):*

_____

_____

☐ Consultant is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant/Consultant's Personnel who may interact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of Consultant's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that none of Consultant's Personnel has been convicted of a felony as defined in Education Code Section 45122.1.

☐ Consultant is a sole proprietor who may interact with District pupils, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that Consultant has not been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

CONSULTANT'S CERTIFICATION

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. By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate. I understand that it is Consultant's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" throughout the duration of Consultant-provided services.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

END OF EXHIBIT

ATTACHMENT B

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
at _____, _____.
[City] [State]

Date: _____
Proper Name of Bidder/Proposer: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT