

**TRAVIS UNIFIED SCHOOL DISTRICT
SCANDIA ELEMENTARY SCHOOL MODERNIZATION
100 Broadway (Travis Air Force Base) Fairfield CA**

**REQUEST FOR QUALIFICATIONS
SPECIAL INSPECTION AND TESTING SERVICES**

PROJECT DESCRIPTION

The Project is located on Travis Air Force Base in Fairfield CA on an occupied Elementary School (Scandia) and consists of construction of a new multipurpose/administration building, new classroom building, and selective demolition / construction for the modernization to existing school buildings, including associated civil, architectural, structural, plumbing, mechanical and/or electrical work as indicated in the Drawings and Specifications. The new buildings include slab on grade, structural steel frame, concrete roof decks, CMU, plaster, storefront windows, kitchen equipment, MEP systems and finishes. The modernization of existing work includes new finishes, adaptive re-use and modification of certain selected areas, new cabinetry, handicap accessibility retrofits, select re-roofing, changing and expanding selected infrastructure utilities, and extensive structural modifications. As the site will be occupied during the school year the Project will involve the "phasing" and barricading of work areas as indicated in the project's phasing plan.

The schedule for the Project is June 2017 through September 2018

REQUEST FOR QUALIFICATIONS

The District is seeking a single qualified firm to provide special inspection and testing services for this project. The selected firm will be directly responsible for conducting the inspections and tests needed to meet the requirements of the Division of the State Architect (DSA), and reporting inspection/test results to the District.

Experienced firms interested in being considered for this Project must submit a Statement of Qualifications ("SOQ") as set forth in this Request for Qualifications ("RFQ"), which defines the services sought by the District and generally outlines the requirements for submittal.

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

**Kelly Hatcher, Director of Food Service, Transportation, Maintenance & Operations
Travis Unified School District
2751 De Ronde Drive
Fairfield, CA 94533**

ALL RESPONSES ARE DUE BY 2:00 P.M. ON THURSDAY, MAY 18, 2017.

FAX OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.

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Questions regarding this RFQ may be sent by email to Jim Kordakis (jkordakis@travisusd.org) on or before Tuesday May 16, 2017.

LIMITATIONS

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

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

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

RESTRICTIONS ON LOBBYING AND CONTACTS

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

SCOPE OF SERVICES

Selected teams will identify and provide all special inspection consulting and material testing services required by code and/or as determined by the District and DSA. Basic services will include, but are not necessarily limited to, the following:

Perform the services for special inspections and material testing in accordance with Title 24, California Code of Regulations and instructions on DSA Form SSS 103-1 (Structural Tests and Inspections) (as provided for each project) and the conditions included in this scope of work

Conduct special inspections as required by each project's DSA Form SSS 103-1 and as required/requested by the District, including but not necessarily limited to:

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1. Earth work/soils
2. Asphaltic concrete plant/Asphaltic concrete placement
3. Concrete batch plant/Concrete placement (inspection and sampling)
4. Structural masonry
5. Structural steel shop fabrication/Structural steel assembly/Welding
6. Roofing

Perform materials testing as required by DSA, Special Testing and Inspection lists, and the District. Testing shall be performed in accordance with ASTM and California test methods as appropriate. All laboratory testing shall be accomplished in a DSA-approved laboratory.

Soil, aggregate and asphalt

- Maximum dry density
- Expansion index
- R-value
- Sand equivalent
- Sieve analysis
- Hveem stability
- Asphalt extraction
- Hardness and abrasion
- Sampling

Concrete

- Cylinder compression strength
- Anchor pull-out
- Core extraction
- Slump
- Air testing
- Concrete cylinder sampling/fabrication

Reinforcing steel

- Tensile strength
- Bend test
- Sample and tag specimens

Masonry

- Grouted prism
- Mortar compression
- Grout compression
- Anchor pull-out

Masonry block conformance testing

- Block compression
- Block measurement
- Block moisture/absorption
- Shrinkage
- Efflorescence

- Structural steel
 - Bolt and washer hardness
 - Fireproofing density
 - Bolt bend/tensile
- Respond to Project Inspector's scheduling and coordination requirements for special inspections and sampling testing services. Provide copies to Project Inspector, construction contractor, construction manager, project architect, District, DSA and others as requested
- Prepare reports of all testing service performed, and submit to District, construction manager and construction contractor in hard copy
- Prepare written Notices of Non-Compliance as needed, using appropriate forms, and submit to construction contractor and Project Inspector. Provide electronic records when requested by District.
- Provide all required "tools of the trade." District will provide on-site office space with utilities, office furniture and furnishings, telephone services, and access to fax and copying equipment as may be required on an intermittent basis.
- Attend project progress meetings and other specially called meetings as determined by Project Inspector.
- Follow all safety rules and regulations and plans of the project.

SUBMITTAL FORMAT

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

1. Cover Letter

- Identify the name of the proposing entity and type of organization (e.g., sole submitter, joint venture)
- Provide a brief history of the proposing entity
- Provide a summary of the entity's philosophy and capabilities for this specific project
- Identify key entity members, including proposed subconsultants

- Provide name, telephone number and e-mail address of entity's primary contact person for this project
- Summarize proposing entity's most relevant qualifications and experience
- Certify that your firm has received the RFQ, read the instructions and submitted a Statement of Qualifications with the proper authorizations.
- Certify that your firm shall perform Services as an independent contractor and not as an officer, agent or employee of the District.
- Include acknowledgement of Disqualifying Criteria for Access to Travis Air Force Base

ACKNOWLEDGEMENT OF AND AGREEMENT TO DISQUALIFYING CRITERIA FOR ACCESS TO TRAVIS AIR FORCE BASE

_____ [Insert Firm Name] _____ ("Contractor") hereby acknowledges that it has reviewed and understands the Disqualifying Criteria For Access To Travis Air Force Base ("Disqualifying Criteria") set forth on the following pages of this Document. Contractor further acknowledges and agrees that the Disqualifying Criteria shall apply to Contractor, its officers, directors, employees, consultants, subcontractors, agents, assigns, volunteers, or other individuals associated with Contractor (collectively "Contractor's Workers"). Contractor shall be solely responsible for any and all impacts, delays, expenses, costs or other liabilities related, in whole or in part, to Contractor's or Contractor's Workers' disqualification from access to Travis Air Force Base.

Date: _____

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

- A. The individual is known to be or reasonably suspected of being a terrorist or belongs to an organization with known terrorism links/support.
- B. The installation is unable to verify the individual's claimed identity.
- C. There is a reasonable basis to believe the individual has submitted fraudulent information concerning his or her identity.
- D. The individual has/had been debarred from entry/access to a Federal installation or facility.

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- E. The individual is wanted by Federal or civil law enforcement authorities, regardless of offense or violation.
- F. The individual has any conviction for espionage, sabotage, treason, terrorism, or murder.
- G. The individual's name appears on any Federal or State agency's watch list or hit list for criminal behavior or terrorist activity.
- H. Within the past 10 years, the individual has been convicted of a firearms or explosive violation.
- I. The individual has been convicted of sexual assault, armed robbery, rape, child molestation, child pornography, trafficking in humans, drug possession with intent to sell or drug distribution.
- J. The individual has knowingly and willfully engaged in acts or activities designed to overthrow the U.S. Government by force.
- K. There is a reasonable basis to believe the individual will attempt to gain unauthorized access to classified documents, information protected by the Privacy Act, information that is proprietary in nature, or other sensitive or protected information.
- L. There is a reasonable basis to believe, the individual will unlawfully or inappropriately use an access credential outside the workplace.
- M. Within the past 10 years, the individual has received 2 or more convictions regardless of the crime. Thus there is a reasonable basis to believe based on an individual's criminal or dishonest history, that issuance of an access credential poses an unacceptable risk to the installation/mission.
- N. There is a reasonable basis to believe, based on the individual's material, intentional false statement, deception, or fraud in connection with Federal or contract employment, that issuance of an access credential posts an unacceptable risk to the installation/mission.
- O. Within the past 3 years, the person being vetted has 2 DUI convictions or more. Thus, there is a reasonable basis to believe, based on the nature or duration of the individual's alcohol abuse without evidence of substantial rehabilitation, that issuance of an access credential poses an unacceptable risk to the installation/mission.
- P. Within the past 3 years, the person being vetted has 2 drug possession convictions. Thus, there is a reasonable basis to believe, based on the nature or duration of the individual's illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation, that issuance of an access credential poses an unacceptable risk to the installation/mission.
- Q. Within the past 10 years, the individual has been incarcerated for a period of 1 year or more unless released on proof of innocence.

- R. There is reasonable bask to believe based on an individual's criminal or dishonest history, that issuance of an access credential poses an unacceptable risk to the installation/mission.

2. Relevant Firm Qualifications

- Please state your team's philosophy toward, and ability to accomplish the requested services in a comprehensive and thorough manner within established facility conditions, time frames and budgets.
- Describe your team's approach to quality assurance / quality control measures and procedures to ensure coordination of, and consistency between, the various components of construction documents and mitigation of errors / omissions in those documents.
- Describe your team's experience communicating with DSA and your successful efforts to expedite completion of DSA review and approval of testing and inspection documents.
- Describe your team's philosophy of coordinating testing and inspection reports with the District, design professionals, contractors and design/build entities.
- Identify established methods and approaches utilized by your team to successfully meet completion deadlines.

3. Relevant Project Experience

Provide a list of inspection and testing reports prepared by your team in the last five (5) years on at least five (5) and no more than 10 (10) public works K-12 projects undergoing renovation and/or new construction. Provide at least two (2) examples of modernization projects.

Provide the following information for each project listed:

- Project name, type of project and location
- Name of firm who managed preparation of the inspection/testing report (sole submitter, joint venture partner, or subconsultant)
- Owner's name and name of owner's contact person, title, telephone number and email address (to be contacted for reference)
- Beginning and end dates of project (including construction)

- Approximate square footage and construction cost of project
- Key individuals of the proposing entity who were involved in the development of the inspection/testing report; specify the role of the individual if the work was not exclusively completed by the submitting team
- Significance / relevance of the inspection/testing report to the Scandia Elementary School Modernization Project

4. Project Entity Summary

- Identify key individuals being submitted, including subconsultants. Briefly state each individual's qualifications and experience relevant to the requested services and the scope of each's anticipated involvement in this assignment
- Include a current hourly fee schedule for each individual being submitted
- Include any other costs, fees, or charges your firm intends to charge the District to perform the required services for this Project (ie. Specific special test fees, laboratory fees/costs, etc.)

5. Litigation History

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

6. Appendix (not included in page count)

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

SELECTION CRITERIA

Each SOQ must conform and be responsive to the requirements set forth in this RFQ. Incomplete SOQs may be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible and qualified. SOQs will be evaluated on the basis of submittals, additional investigations, and/or interviews.

A. Submittal Evaluation

A selection committee will evaluate all SOQs as submitted in Sections 1-6 of the submittal format above, including, without limitation (in no particular order):

1. Qualifications
2. Location of the entity's nearest office and accessibility to the projects
3. Reputation of individual firms as determined by references from previous clients
4. Timeliness of work and ability to meet schedules
5. Quality of documents produced
6. Current commitments and capacity
7. Knowledge of applicable location and state regulations
8. Experience with:
 - DSA requirements and processes for special inspection and testing
 - Current building codes and specifications
 - Preparing special inspection and testing reports that provide a complete understanding of the conditions of the project

B. District Investigations

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

Based on its evaluation of the SOQs that it receives, the District may or may not select a Consultant. The District reserves the right to request that some or all of the respondents submit additional written information and/or that they consent to be interviewed by selected District personnel and/or representatives. The District also reserves the right to: (i) extend the SOQ deadline, (ii) send out additional RFQs, and/or (iii) provide for other mechanisms for Consultants to be selected to provide Services to the District.

Policies Applicable to Agreements

All work to be performed under any awarded contract must conform to all applicable laws and guidelines and all requirements of the District, the California Department of Education (CDE), local jurisdictions as applicable, all other governmental agencies with jurisdiction, and conform to the requirements set forth by this RFQ.

This Request and any potential future RFQs or RFPs do not commit the District to issue a contractual agreement with any vendor or to pay any costs incurred in the preparation of SOQs or participation in an interview.

The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFQ, (iii) reissue this RFQ, (iv) send out additional RFQs, (v) reject any and/or all RFQs, (vi) prior to submission deadline for RFQs, modify all or any portion of the selection procedures including deadlines for accepting responses, Services to be provided under the RFQ, or the requirements for content or format of the RFQs, (vii) waive irregularities, (viii) procure any services specified in this RFQ by any

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other means, (ix) determine that no projects will be pursued and/or (x) terminate or change the contracting process articulated in this RFQ because of unforeseen circumstances.

Acceptance by the District of any SOQs submitted pursuant to this RFQ shall not constitute any implied intent to enter into an agreement for services.

The SOQs, including all graphic and narrative materials, shall become the property of the District upon the District's acceptance of the SOQ. The District shall have the right to copy, reproduce, publicize and/or dispose of each SOQ in any way that the District may choose.

Any and all information and documents provided in response to this RFP or RFQ will become public records and subject to disclosure under the California Public Records Act. Consultants may mark certain information in their proposal as private, confidential, or proprietary, if they do not wish it to be disclosed. However, in doing so, Consultants agree to fully defend and indemnify the District from any claims arising from the District's failure or refusal to produce the information if requested by a third party.

The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be used by the District.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROJECT!

C. Interviews

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

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

Following the evaluation process, the selection committee will make recommendations to the District regarding selection of qualified firm.

RFQ RESPONSE SCHEDULE SUMMARY

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

DATE	EVENT	TIME / DEADLINE
May 4, 2017	Release and advertisement of RFQ	

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May 16, 2017	Deadline for submittal of written questions to District concerning RFQ	5:00 p.m.
May 17, 2017	Answers to written questions posted on the District website	4:00 p.m.
May 18, 2017	Deadline for all submittals in response to RFQ	2:00 p.m.
May 22, 2017	If required, release of short-listed firms selected to interview	5:00 p.m.
May 25, 2017	Interviews of short-listed firms if determined by the District that interviews are required	Begin 9:00 a.m.
May 26, 2017	Notification to selected firm	5:00 p.m.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROJECT!

Special Inspections Services Agreement

ATTACHMENT A

**Instructions / Face Sheet for
INDEPENDENT CONSULTANT AGREEMENT FOR
PROFESSIONAL SERVICES (CONSTRUCTION-RELATED)**

Contract Number: _____
Funding Source: _____
Budget Number: _____
Site/Department: _____
Program Responsibility: _____

The District employee that is providing the attached Independent Consultant Agreement for Construction-Related Professional Services should first do the following:

1. **Determine which of the following statutory provisions the District is relying on in entering into this contract:**
 - **If Consultant is furnishing architecture, landscape architecture, engineering, environmental services, land surveying, or construction management, then Government Code section 4529.12 requires the District to procure contract through a fair, competitive selection process (e.g., by obtaining proposals, using a request for proposal or request for qualification process).**
 - **If Consultant is furnishing special services and advice in financial, economic, accounting, engineering, legal or administrative matters, and those persons are specially trained and experienced and competent to perform the special services required, then Government Code section 53060 authorizes the District to procure contract through direct negotiation.**
2. **Review the insurance requirements for the District and revise the insurance provisions of the agreement accordingly.**
3. **Review the forms under section 3 and determine which of those documents should be attached to the agreement.**

• Regarding Fingerprinting Certification •

CONSULTANT for this project will have contact with students as indicated below:

- CONSULTANT** will have **NO** contact with students.
- CONSULTANT** will have contact with students only in the immediate presence of a District staff member.
- CONSULTANT** will have unsupervised contact with students. A consultant certification is attached.

Project Manager's Signature

Date

4. **Completely fill in all blanks and delete the unused options in the agreement.**
5. **Ensure there is an accurate and complete description of the Consultant's Scope of Services.**
6. **Require the Consultant to complete the following before it begins working under the Agreement:**
 - **All required certificates and documents, including insurance documents.**
 - **All information regarding the Consultant located after the signature block.**
7. **Electronically file PWC-100 form with the Department of Industrial Relations within five (5) days after award of contract, if applicable.**

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Travis Unified School District, ("District") and _____ ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

**SCANDIA ELEMENTARY SCHOOL MODERNIZATION
100 Broad (Travis Air Force Base), Fairfield, CA**

2. **Term.** Consultant shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Other: _____

4. **Compensation.** District agrees to pay 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 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.
 - 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.
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 this Agreement, shall be and

act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or 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.
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 on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
9. **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.
10. **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.

11. Termination.

11.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

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

11.2.1. material violation of this Agreement by Consultant; or

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

12. Indemnification. 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. 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 claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. Insurance.

13.1. 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 General Aggregate	 \$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

13.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect 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.)

13.1.2. 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, 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.

13.1.3. 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.

13.2. 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 the District and approved by the District. Certificates and insurance policies shall include the following:

13.2.1. 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."

13.2.2. 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.

13.2.3. An endorsement stating that the District and its Governing Board, 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.

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

13.3. **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.

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

15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are 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.

15.1. **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 the District.

15.1.1. **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.

15.1.2. **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 the District or the Department of Industrial Relations.

15.1.3. **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.

15.1.4. **Federal Compliance:** The Consultant and all subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control.

16. **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.

17. **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.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore 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).

19. **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. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

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

19.2. 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;

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

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

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

19.6. 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.

20. **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 the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

- 21. **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.
- 22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 23. **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.
- 24. **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.
- 25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Travis Unified School District
2751 De Ronde Drive
Fairfield, California 94533
Fax: _____
ATTN: _____

Consultant:

[NAME]

_____, California 9____
[FAX]
ATTN: _____

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

- 26. **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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **Attorney's 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.
33. **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.
34. **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.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **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.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 20__

Dated: _____, 20__

Travis Unified School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Registration No.: _____

Address: _____

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 Consultant to furnish the information requested in this section.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

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

Except for the scope, Consultant's Proposal, if any, is **not** made part of this Agreement. If there is any conflict between Consultant's Proposal and any provision of this Agreement, the provisions of this Agreement shall control.

TESTING AND INSPECTION

1. CONSULTANT'S SCOPE OF SERVICES

1.1 The scope of services will generally consist of the following:

- 1.1.1 Compacted fill inspection and testing
- 1.1.2 Reinforcing steel inspection and testing
- 1.1.3 Structural steel inspection and testing
- 1.1.4 Brick and block inspection and testing
- 1.1.5 Glued laminated structural lumbar inspection and testing
- 1.1.6 Concrete Materials and Placement inspection and testing

A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

2.1 The Consultant is personally responsible for verifying whether or not every aspect of the work that he or she is responsible to inspect is in compliance with DSA approved documents.

2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.

2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

2.3.3.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer's instructions, or other related documents which do not require the approval of DSA.

2.3.3.2 Coordinate with testing laboratory for any sampling and testing requirements. Coordinate with project inspector on the interface of the work inspected with other aspects of the work.

2.3.3.3 Verify that all materials, existing conditions, tools, consumables, formwork, shoring and other items that may affect working conditions meet requirements of DSA approved documents. Verify that construction workers are appropriately certified when required

2.3.3.4 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

2.3.3 Reporting

2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected

2.3.3.2 Keep a log of deviations including status and resolution.

2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.3.3.4 **Special Inspection Verified Reports.** Consultant shall submit verified reports on Form DSA-292, or current version, in accordance with Title 24, Part 1, Section 4-336. When more than one special inspector shares responsibility for inspecting a specific facet of construction, each special inspector shall clearly describe the portions of the construction they inspected in detail on Form DSA-292, or current version.

2.4 Frequency of Special Inspections

2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period of time between inspections varies for different type of work, the pace of the construction, the number of workers, the quality of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate

experience and exhibit good judgment in determining the frequency and timing of inspections.

2.4.2 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.

2.4.3 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building "in-plant" inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

3.1 The special inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

3.2 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:

3.2.1 Form DSA IR 17-6, Structural Special Inspector Duties and Responsibilities.

3.2.2 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.

3.2.3 DSA 152 Inspection Card Manual.

4. Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

EXHIBIT "B"
HOURLY BILLING RATES AND SAMPLING AND TESTING UNIT PRICES

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 the 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 Agreement for Professional Services ("Agreement"):

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

Date: _____

District Representative's Name and Title: _____

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 the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

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

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____