

Colton Joint Unified School District  
1212 Valencia Drive  
Colton, California 92324

February 1, 2023

REQUEST FOR STATEMENTS OF QUALIFICATIONS (“RFQ”) #24-24FAC  
FOR  
PROGRAM SUPPORT SERVICES

The Colton Joint Unified School District (“District”) is requesting submissions of statements of qualifications (“Response(s)”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“Firm(s)”) for Program Support Services for facilities planning & construction projects as directed by the District.

The District is authorized by California Government Code section 4525, et seq., to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process, which the District is utilizing. The District is also authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

This request is not a formal request for bids or an offer by the District to contract with any Firm responding to this Request for Qualifications (“RFQ”). The District intends to choose multiple Firms that respond to this RFQ to include in its pool of qualified Firms. Inclusion in this pool and award of a contract will be subject to the District’s Board’s approval. **All Firms that are currently or in the past have provided program support services to the District, or that are in any consultant pool, must still respond to be considered for this RFQ.**

Firms that intend to submit a Response must be appropriately certified, licensed, insured, and while Consultant can be located anywhere, it must maintain a full-service office within **one hundred (100) miles of the District.**

**Voluntary Pre-Response Conference.** There is a voluntary pre-Response conference via GoogleMeet on the date and at the time indicated in the RFQ Schedule. All Firms that intend to submit a Response may attend the pre-Response conference. The Google Meet link is:

Thursday, February 8 · 1:30 – 2:30pm

Time zone: America/Los\_Angeles

Google Meet joining info

Video call link: <https://meet.google.com/jxz-dazo-veb>

Or dial: (US) +1 414-909-5005 PIN: 407 766 710#

More phone numbers: <https://tel.meet/jxz-dazo-veb?pin=9652498694611>

**Questions.** Questions regarding this RFQ must be submitted in writing and directed only to **facilities@cjUSD.net**. All questions must be submitted by the date and time indicated in the RFQ Schedule. District may respond to questions presented via addenda to this RFQ. **FIRMS MUST NOT CONTACT ANY OTHER DISTRICT PERSONNEL DIRECTLY WITH INQUIRIES REGARDING THIS RFQ.**

**Responses.** Interested Firms are invited to submit a Response to District via email in .pdf format to **facilities@cjUSD.net** in accordance with this RFQ no later than the date and time indicated in the RFQ Schedule. The District reserves the right to not accept late Responses.

**RFQ Schedule:**

Event	Due Date & Time
RFQ To Be Issued	February 1, 2024
Voluntary Pre-Response Conference	1:30 P.M., February 8, 2024

Questions Due	4:00 P.M., February 15, 2024
<b>Responses Due</b>	<b>4:00 P.M., February 22, 2024</b>
Tentative Interviews	Week of Feb 26 <sup>th</sup> or March 4 <sup>th</sup> , 2024
Tentative Board Approval Date	March, 2024

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

1. **General Information.**

- 1.1. **General.** Firms must have extensive experience with the Office of Public School Construction (“OPSC”), the Uniform Building Code (“UBC”), Title 24 of the California Code of Regulations, and the Division of the State Architect (“DSA”). Firms must have extensive experience in the construction of public school facilities in addition to being a public school district representative, working with architects, contractors and other school facility related consultants, and establishing project scope, and project budgets.
- 1.2. **Scope of Services.** The selected Firm must be prepared to perform some or all of the Services described in the **Form of Master Agreement for Independent Consultant/Professional Services (Program Support) (“Agreement”)** attached hereto as **Attachment A (“Services”)**, including the Task Order (which is Exhibit A to the Agreement). The exact scope for each project will be determined by the District on a project-by-project basis depending on the needs of each project and pursuant to Task Orders for each project. Generally, the Services may include the following sub-sets of Services:

Scope of Services
Program Management
Senior Project Management/Administration
Project Management - Planning
Project Management - Construction
Assistant Project Management – Planning, Construction, Environmental, Technology
Program/Project Controls Management/Specialist
Document Control Management
Contracts Management
Energy & Sustainability
Scheduling
Constructability Review

- 1.3. **Federal Funding.** The Services may be paid for with federal funds obtained by the District through the Elementary and Secondary School Emergency Relief (“ESSER”) or American Rescue Program Act (“ARPA”) programs and would be subject to federal contracting requirements, as detailed in **Attachment A**. As further set forth below, Firms are required to submit a completed Byrd Anti-Lobbying Amendment Certification (**Attachment B**) with their Response.
- 1.4. **Pool of Qualified Applicants.** The District does not intend to award any projects via this RFQ. The purpose of the RFQ is to obtain information that will enable the District to qualify a group of Firms that can provide the District with the services indicated herein and related work for various ongoing and future facility projects. One or more Firm(s) may be selected to be part of the District’s pool of qualified Firms for certain District facility projects based on qualifications and demonstrated competence in providing the services indicated herein, as set forth herein for projects later identified by the District. Once the qualified pool is established and has been approved by the Board of Education, the District will then solicit proposals from some or all members of the pool for projects.

2. **Firms’ Responses.** Each Firm’s Response must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. Firms’ Responses shall be **no longer than fifty (50) pages**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below. Print shall not be a font size of less than 10pt. Use of District logo and select images from the District’s website are acceptable.

- 2.1. **Content of Response.** Firm’s Response must be concise, well organized, and demonstrate Firm’s qualifications, and shall be formatted as outlined below.

- 2.1.1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the Response on behalf of the Firm. The Letter of Interest should provide a brief statement of what will make the Firm a good fit for work in the District.
- 2.1.2. **Table of Contents.** A table of contents of the material contained in the Response should follow the Letter of Interest.
- 2.1.3. **Statement of Services.** Provide a comprehensive narrative of the various Services offered by Firm. Prepare a detailed Statement of Services for which Firm is submitting its Response, and briefly demonstrates Firm's understanding of the Services and work required for future District projects.
- 2.1.4. **Proposed Personnel/Firm Team.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services. If the Firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on subconsultant team members and information on recent and successful associations with designated subconsultants.
- 2.1.5. **Firm Information.** Please include the following:
  - 2.1.5.1. Provide a brief history of Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
  - 2.1.5.2. Provide Firm's contact information and email address to send Firm notifications pursuant to this RFQ.
  - 2.1.5.3. Describe Firm's philosophy and how Firm will work with the District staff to perform the Services.
  - 2.1.5.4. Provide a statement of Firm's financial resources and insurance coverage. Include a certification of correctness of Firm's statement of financial resources. Please provide a statement demonstrating that Firm can meet the insurance requirements as set forth in the Agreement.
  - 2.1.5.5. Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to **no more than ten (10)**.
  - 2.1.5.6. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm's qualifications and expertise.
- 2.1.6. **Prior Relevant Experience.**
  - 2.1.6.1. Describe Firm's approach to quality control / assurance procedures, including coordination of design disciplines.
  - 2.1.6.2. Describe your experience with DSA and working within the DSA processes. Specifically, describe your experience and strict compliance with the DSA inspector card process and final closeout with certification
  - 2.1.6.3. Identify established methods and approaches utilized by Firm to successfully meet

completion deadlines, provide examples demonstrating effective use of stated methods and approaches, and your experience successfully handling potential delays.

2.1.6.4. **Past Projects.** Identify **all** K-12 projects utilizing federal funds performed by Firm in the past **five (5) years**. If none, identify all K-12 projects performed by the Firm in the past five (5) years. Limit your response to no more than the **ten (10) most recent** projects. Identify how your Firm handled challenges providing the services indicated herein and the documentation your Firm prepared for projects. Please include the name of the district, contact person, contact information, a description of services provided and dollar value of each project.

2.1.7. **Additional Data.** Provide additional information about the Firm as it may relate to Firm's Response.

2.1.8. **Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work for District construction or bond projects or any other work with the District that may have a potential to conflict with Firm's ability to provide the Services described herein. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in projects to which the Firm may provide Services.

## 2.2. **Compensation.**

2.2.1. **Fee Schedule.** Please provide a current hourly fee schedule that the Firm would charge or bill for the Services. Identify if Firm has any alternative fee arrangements. For example, percentage of construction cost budget.

2.2.2. **Billing Practices.** Please also provide detailed information on typical billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories.

2.2.3. **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation.

2.3. **Agreement Form and Task Order Form (Attachment A).** If a Firm has any comments or objections to the Agreement or the Task Order (which is Exhibit A to the Agreement), it must provide those comments or objections in its Response. The Agreement (which includes insurance, indemnification, and federal contracting provisions) and the Task Order specify the Services generally, but the District reserves the right to adjust the Agreement and the Task Order and the Services as necessary for each specific project. **PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the Firm's Response is due.**

2.4. **Byrd Anti-Lobbying Amendment Certification (Attachment B).** Firm must submit a completed Byrd Anti-Lobbying Amendment Certification with its Response.

3. **District's Evaluation / Selection Process.** The District intends to select one (1) or more Firms for the pool that best meet the District's needs to perform the services as described in this RFQ and the Agreement.

3.1. **Selection of Finalists.** Based on its evaluation of Responses, District staff will select finalists for further evaluation ("Finalists"). The criteria for selecting Finalist(s) may include, without limitation:

- 3.1.1. Experience and performance history of the Firm with the District
- 3.1.2. Experience and performance history of the Firm with similar projects
- 3.1.3. Experience and results of proposed personnel
- 3.1.4. References from clients contacted by the District
- 3.1.5. Technical capabilities and track record of their use
- 3.1.6. Overall responsiveness of the Response

3.1.7. Firm's pricing information

- 3.2. **Interviews.** From the Firms who provide a Response to the District, the District may, at its discretion, interview some or all of those Firms. Interviews may occur before or after selection of Finalists.
- 3.3. **District Investigations.** The District may perform investigations of proposing parties that extend beyond contacting the districts identified in a Firm's Response.
- 3.4. **Final Determination and Award.** The District reserves the right to contract with any entity responding to this RFQ, to reject any Response as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from or to contract with any Firm not participating in this process. District staff intends to make recommendations to the Board of Education regarding the Finalists and ask the Board to select Firms to be in the District's pool of qualified Firms.

4. **Terms and Conditions.**

- 4.1. District is not responsible for late delivery of a Response or the cost of preparing any Response. It is the responsibility of the responding Firm to ensure that the Response is submitted on time to District. Responses that are received after the deadline may not be considered.
- 4.2. The selected Firm(s) and each of its (their) subconsultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ so that such provisions will be binding upon each subconsultant.
- 4.3. **Public Records.** Responses will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its Response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

**Attachment A**

**Form of Master Independent Consultant/Professional Services Agreement (Program Support) (plus Exhibits)  
(Including Exhibit A: Form of Task Order, Including Scope of Services)**

**Attachment B**

**Byrd Anti-Lobbying Amendment Certification**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Firm certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Firm understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, as well as any California remedies, apply to this certification and disclosure, if any.

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

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

Proper Name of Firm: \_\_\_\_\_

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

Print Name: \_\_\_\_\_



**MASTER AGREEMENT  
BY AND BETWEEN  
COLTON JOINT UNIFIED SCHOOL DISTRICT  
AND  
[FIRM NAME]  
FOR  
PROGRAM SUPPORT**

This Independent Consultant Agreement for Professional Services (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between **Colton Joint Unified School District** (“**District**”) and \_\_\_\_\_ (“**Consultant**”) (individually a “**Party**” or collectively the “**Parties**”) for specific projects that will be individually assigned to Consultant via the attached task order(s) (“**Task Order(s)**”) (“**Project(s)**”).

**RECITALS**

**WHEREAS**, the District is authorized by California Government Code section 4525, et seq., to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process; and

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

**WHEREAS**, the District issued a Request for Qualifications #XXXXXX on February 1, 2024 for these program support services; and

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

**AGREEMENT**

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

**1. Services.**

- 1.1. The Consultant shall provide the services as described herein and in the **Task Order** for each specific Project (“**Services**” or “**Work**”). A sample **Task Order** is attached hereto as **Exhibit A**.
- 1.2. Consultant may perform Services at multiple sites for the Project (“**Site(s)**”). The Consultant’s Services at any one of the Sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant’s Services at other Site(s). The provisions of this Agreement shall apply to the Consultant’s Services at each Site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each Site separately and District shall compensate Consultant for each Site separately on a proportionate basis based on the level and scope of Services completed for each Site.

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

From \_\_\_\_\_, 20\_\_, to \_\_\_\_\_, 20\_\_ (“**Term**”).

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

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

4. **Compensation.** Consultant’s fee for the performance of Consultant’s Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit B** (Prices for Services). District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement on a per Project basis, with the total fee per Project set forth in the corresponding **Task Order (“Total Fee”)**. District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Consultant above the Total Fee. District shall pay Consultant according to the following terms and conditions:

- 4.1. The Consultant shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5<sup>th</sup>) day of each month. If Consultant performs Services for more than one Site, Consultant shall prepare a separate, itemized statement for each Site. The itemized statement shall reflect the hours spent by the Consultant in performing its Services on each task, and, if applicable, the statements shall reflect expenses and materials. The invoices shall contain a sufficiently detailed description of any task performed by Consultant. The itemized statement shall show the days and hours worked each workday Consultant performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Consultant to submit its invoice for a particular month’s work. No amounts shall be due or owing to the Consultant if it fails to submit an invoice to the District at or before the end of that grace period.
- 4.2. Consultant must provide, to the District’s satisfaction, appropriate substantiation for all Services performed on an hourly basis. Consultant shall properly support payment of all hourly services, as further described herein, for each invoice or application for payment submitted by Consultant for its Services. Failure to satisfy this requirement may result in Consultant’s invoice or application for payment being rejected, at the District’s discretion, until District approves Consultant’s full compliance herewith.
- 4.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an itemized statement to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.4. **Extra Services.** District-authorized services outside of the scope of this Agreement and **Task Orders** or District-authorized reimbursables not included in the Consultant’s Total Fee are “Extra Services.” If the Consultant determines that Extra Services are necessary, then the Consultant may request from the District in writing the District’s authorization to perform Extra Services. Any charges for Extra Services shall be paid by the District only upon certification that the claimed Extra Services were authorized, in writing, by the District and that the Extra Services have been satisfactorily completed. If any Services or Work are performed by the Consultant without prior written authorization by the District, the District will not be obligated to pay. Extra Services shall be requested, substantiated and paid as described in **Exhibit B**.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services, except as set forth below and further detailed in **Task Orders**:

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

6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as set forth below and further detailed in **Task Orders**:

[Insert any exceptions/reimbursables or state “Not applicable”]

7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's Work, District being interested only in the results obtained.
8. **Consultant and Subconsultant Registration and Compliance.**
- 8.1. Consultant acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Consultant represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.
- 8.2. To the extent applicable, Consultant shall pay workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
- 8.3. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
- 8.4. Consultant shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
- 8.5. Consultant shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
- 8.6. Consultant shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
9. **Designated Representatives.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
10. **Performance of Services.**
- 10.1. **Standard of Care.**

- 10.1.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 10.1.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 10.1.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon the professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 10.1.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 10.2. **Meetings.** In addition to all public hearings and meetings, Consultant agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
- 10.3. **District Approval.**
  - 10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
  - 10.3.2. Prior to any documents being made public, Consultant shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.
- 10.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

11. **Information.**

- 11.1. **Furnished by District.** Upon request by Consultant, District shall furnish Consultant any information and documents readily available to District that the Consultant determines may be of use to the Consultant in the performance of the Services. District shall rely upon Consultant to determine which information and documents may be of use to the Consultant in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Consultant shall determine if it is appropriate to rely on the District furnished information or documents. Consultant shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.
- 11.2. **Furnished by Others.** Consultant is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Consultant shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Consultant shall determine if clarification, additional information, or additional data is needed.

- 12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions

prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for the services.

13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. **Termination.**

- 15.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 15.2. **Without Cause by Consultant.** Consultant cannot terminate this Agreement without cause.
- 15.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 15.3.1. Material violation of this Agreement by the Consultant; or
  - 15.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

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

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

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

Written notice by Consultant shall contain the reasons for the intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Consultant shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Consultant.

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

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

17. **Insurance.**

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

17.1.1. **Commercial General Liability 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.)

17.1.2. **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.

17.1.3. **Professional Liability (Errors and Omissions).** This insurance shall cover the Consultant and his/her Consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

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
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

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

17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

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

18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law, without express written consent of the District.

19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

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

21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force the certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Consultant shall be fully responsible for identifying and

obtaining all necessary licenses and permits for the timely prosecution of the Services.

22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Consultant and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
23. **Disabled Veteran Business Enterprises.** 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, the Consultant must submit, upon request by 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. **Interaction with the Media and Public.** Consultant shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform the District about the complaint.
25. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.
26. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
27. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
29. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.



- 30. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 31. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 32. **Notice.** 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 sent by overnight delivery service, addressed as follows:

<p><b>District:</b>          Colton Joint Unified School District          1212 Valencia Dr.          Colton, CA 92324          ATTN: Owen Chang          Telephone: 909.580.6642</p>	<p><b>Consultant:</b>          _____          _____          _____, CA _____          ATTN: _____          Telephone: _____</p>
---	---

Any notice personally given 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.

- 33. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 34. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located. Consultant waives any claim or right to remove an action on this Agreement to federal court.
- 35. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of the term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 37. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 38. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 39. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 40. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

- 41. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 42. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 43. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 44. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
- 45. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** The District’s Request for Statement of Qualifications and/or A Request for Proposals (“**RFQ/RFP**”), is hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Consultant’s Response, this Agreement shall control over the RFQ/RFP, which shall control over Consultant’s Response.
- 46. **Other Provisions.**
  - 46.1. **Certifications.** Consultant shall complete the certifications set forth in **Exhibit C**.
  - 46.2. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to each **Task Order** to this Agreement prior to Consultant’s performing of any portion of the Services for the Project.
  - 46.3. **Key/Lock Replacement.** Consultant shall immediately notify the District of a lost or misplaced key or key card (“**Key**”). If Consultant loses and/or misplaces a Key to a District facility and cannot locate the Key within five (5) calendar days of that loss/misplacement, it shall pay for the reasonable cost of rekeying the District facilities impacted by the lost Key, that determination to be made within the sole discretion of the District.
  - 46.4. **Federal Contracting Requirements.** Consultant acknowledges that the Services are funded, in whole or part, by Elementary and Secondary School Emergency Relief (“**ESSER**”) funds/American Rescue Plan Act (“**ARPA**”). The Services are subject to federal procurement and contracting requirements. Consultant agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions in **Exhibit D**. Consultant shall complete the Byrd Anti-Lobbying Amendment Certification. The District has used its best efforts to structure the procurement for this Agreement, and in good faith, believes that the process for entering into this Agreement with Consultant, and performing Consultant’s obligations hereunder, comply with the requirements of Title 2 CFR Part 200 (“**Uniform Grant Guidance**”), District’s own procurement regulations and procedures, and applicable law.

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

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Colton Joint Unified School District**

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

---

**Information regarding Consultant:**

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

**Exhibit A  
Sample Task Order**

**[Insert Sample Task Order, including Scope of Services]**

**Exhibit B  
Prices for Services**

1. **Hourly Rates.** The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Services and Extra Services on a per hour basis and shall not be changed for the term of the Agreement.

<b>Job Title or Service</b>	<b>Hourly Rate Range</b>
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$
[Insert Job Title]	\$

*The District can assign a rate + or - 5% of the approved rate range listed above*

2. **Billing for Extra Services.** Consultant shall bill the District for Extra Services as follows:
- 2.1. Extra Services shall be billed for on an hourly basis and per-item basis.
  - 2.2. The District shall pay Consultant only for all undisputed amounts within thirty (30) days after Consultant submits an invoice to the District for Extra Services actually completed and after the District’s written approval of the Extra Services, or the portion of the Extra Services for which payment is to be made.
  - 2.3. Consultant must provide, to the District’s satisfaction, appropriate substantiation for all Extra Services performed on an hourly basis. Consultant shall properly support payment of all hourly services in each invoices, as specifically provided for in the “Compensation” section of this Agreement.

**Exhibit C  
Consultant Certifications**

**THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

- He/she is a representative of the Firm,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute these certifications on behalf of Firm and that by executing this form he/she is certifying the following items.

**Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
  - (A) The dangers of drug abuse in the workplace.
  - (B) The person's or organization's policy of maintaining a drug-free workplace.
  - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Agreement may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

---

**Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's

subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

---

**Education Code Sections 49406 and 87408.6 (California School Employee Tuberculosis (TB) Risk Assessment).**

California law requires that school staff working with children and community college students be free of infectious tuberculosis (TB). These updated laws reflect current federal Centers for Disease Control and Prevention (CDC) recommendations for targeted TB testing. Enacted laws, AB 1667, effective on January 1, 2015, SB 792 on September 1, 2016, and SB 1038 on January 1, 2017, require a TB risk assessment be administered and if risk factors are identified, a TB test and examination be performed by a health care provider to determine that the person is free of infectious tuberculosis. Consultant certifies that all persons employed, or employed under contract for the purpose of this Agreement, have been assessed and cleared of Tuberculosis and shall repeat risk assessments every four (4) years (unless otherwise required).

---

**Workers' Compensation.** 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 proof satisfactory 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 these provisions before commencing the performance of the Work of this Agreement.

---

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

Proper Name of Consultant: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**Exhibit D  
Federal Contracting Requirements**

**Federal Contracting Requirements.** Consultant (referred to in this **Exhibit D** as “**Contractor**”) acknowledges that the Services are funded, in whole or part, by federal Elementary and Secondary School Emergency Relief Fund (“**ESSER**”) funds. These Services are subject to federal procurement and contracting requirements. Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions herein. To the extent that any provision in this **Exhibit D** conflicts with any other portion of the Agreement, the provisions of this **Exhibit D** shall control over any other conflicting provision.

---

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, as well as any California remedies, apply to this certification and disclosure, if any.

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

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

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_



Title: \_\_\_\_\_

---

These contract provisions are identified in Appendix II to Part 200 of the C.F.R. and are required to be included in this Agreement by 2 C.F.R. § 200.327.

1. **Federal Equal Opportunity Employment.** Because this is a “federally assisted construction contract” as defined in 41 C.F.R. Part 60-1.3, the following contract clause is inserted into this Agreement and must be complied with by Contractor:

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:*

*Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.*

## **2. Compliance with Davis-Bacon Act.**

- 2.1. All transactions related to this Agreement shall be done comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2.2. Contractor and Subcontractor are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- 2.3. Additionally, Contractor and Subcontractor are required to pay wages not less than once a week.
- 2.4. By entering into the Contract, Contractor has accepted the wage determination(s) applicable to the Work, and agrees to comply with the wage determination(s).

**3. Copeland “Anti-Kickback” Act.**

- 3.1. Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and Subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the District, a weekly statement on the wages paid to each employee performing on covered work during the prior week.
- 3.2. Contractor and Subcontractors shall insert in any subcontracts the clause above, and also a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these clauses.
- 3.3. A breach of this “Copeland ‘Anti-Kickback’ Act” or any of the above-referenced clauses shall be, in the District discretion, grounds for termination for cause of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

**4. Contract Work Hours and Safety Standards.** Consistent with 29 C.F.R. § 5.5(b), the following contract clause is inserted into this Agreement and must be complied with by Contractor:

**(1) Minimum wages.**

*(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.*

**(ii)**

*(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified*

in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(B)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**(C)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**(D)** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**(2) Withholding.** The District and/or appropriate federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the District and/or appropriate federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records.**

*(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.*

**(ii)**

*(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).*

*(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:*

*(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;*

*(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without*

*rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;*

**(3)** *That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*

**(C)** *The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.*

**(D)** *The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.*

**(iii)** *The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the appropriate federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.*

#### **(4) Apprentices and trainees –**

**(i) Apprentices.** *Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**(6) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the appropriate federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**(7) Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**(8) Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**(9) Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility.**

**(i)** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The District or appropriate federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**(c)** In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



5. **Rights to Inventions.** To the extent applicable to this Contract, Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.
6. **Clean Air Act/Federal Water Pollution Control Act.**
- 6.1. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401 et seq.), and ) and the Federal Water Pollution Control Act (33 USC § 1251 et seq.), as each may be amended from time to time.
- 6.2. The Contractor agrees to report any violation to the District and upon discovery, or upon the occurrence of an event that demonstrates that Contractor should have discovered such violation, and understands that and agrees that the District will report each violation as required to the appropriate federal agency(ies), including, without limitation, the Environmental Protection Agency Regional Office.
- 6.3. Contractor must include this requirement in all subcontracts that exceeds \$150,000.
7. **Debarment and Suspension.**
- 7.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 7.2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 7.3. This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 7.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. Byrd Anti-Lobbying Amendment.** Contractor certifies to the District that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require that each Subcontractor and lower tier subcontractor below it require this certification and the certification executed by the Contractor in the Agreement, be included in its contract(s), and to make the required disclosures. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the District.

**9. Procurement of Recovered Materials.** Contractor and Subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 C.F.R Part 247. In the performance of this Contract, and to the extent practicable, the Contractor and Subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

9.1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

9.2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

9.3. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

9.4. Fails to meet reasonable contract performance requirements; or

9.5. Is only available at an unreasonable price.

**10. Domestic Preference for Procurements.** Contractor shall comply with the following requirements as required by 2 C.F.R. § 200.322:

10.1. Contractor, as appropriate and consistent with the law, and the greatest extent practicable, shall prefer the purchase, acquisition, or use of goods, products or materials, produced in the United States, including, without limitation: iron, aluminum, steel, cement, and other manufactured products.

10.2. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

10.3. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.4. Contractor shall bind its Subcontractors to this clause, and shall require that this clause be placed in Subcontractors' contracts with lower tier subcontractors.

**11. Prohibition on certain telecommunications and video surveillance services or equipment.** In accordance with Title 2 C.F.R. Section 200.216, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and:
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

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

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

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

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

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

Proper Name of Consultant: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RUSSIAN SANCTIONS CERTIFICATION**

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

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

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

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

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

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

Proper Name of Consultant: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TASK ORDER  
TO  
MASTER AGREEMENT FOR INDEPENDENT CONSULTANT/PROFESSIONAL SERVICES  
FOR  
PROGRAM SUPPORT**

This Task Order to Agreement No. \_\_\_\_\_ (“**Agreement**”) for Program Support Services (“**Task Order**”) is made as of \_\_\_\_\_, 20\_\_\_\_\_, and forms a part of the Master Agreement for Independent Consultant/Professional Services for Program Support between **Colton Joint Unified School District**, a California public school district (“**District**”) and \_\_\_\_\_ (“**Consultant**”) (collectively “**Parties**”) dated on or about \_\_\_\_\_, 20\_\_\_\_\_. This Task Order incorporates Services to be performed by Consultant for the following project(s) (“**Project**”):

\_\_\_\_\_ [**Project**], located at \_\_\_\_\_, as further  
**described in the Project Scope attached hereto as Attachment 1.**

This Task Order modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Task Order. All other terms and conditions of the Agreement shall remain in full force and effect.

1. **Services.** The Consultant shall provide the services as described in this Agreement for the Project (“**Services**” or “**Work**”).
2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following:

**[CHOOSE APPROPRIATE TERM PROVISION]:**

From \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (“**Term**”).

[OR]

\_\_\_\_\_ (\_\_) Months, beginning on \_\_\_\_\_, 20\_\_ (“**Term**”).

[OR]

The duration of the Services provided under this Agreement (“**Term**”).

3. **Compensation.**

3.1. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (“**Total Fee**”). District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Consultant above the Total Fee.

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

4. **[ONLY USE FOR PROJECT IS DIFFERENT THAN MASTER AGREEMENT, OTHERWISE DELETE] Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services, except as follows:

**[Insert all allowed costs/expenses/reimbursables if any are different from the Master Agreement]**

5. **[ONLY USE FOR PROJECT IS DIFFERENT THAN MASTER AGREEMENT, OTHERWISE DELETE] Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

**[Insert all allowed costs/expenses/reimbursables if any are different from the Master Agreement]**

6. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing any portion of the Services for the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Colton Joint Unified School District**

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**ATTACHMENT 1**

**PROJECT SCOPE**

**[THIS IS A SAMPLE ONLY. THE REQUIRED SCOPE OF SERVICES MUST BE REVIEWED AND APPROVED BY THE CONSULTANT AND THE DISTRICT. IF SPECIFIC SCOPES ARE NOT REQUIRED FOR A PROJECT THEY SHOULD BE TAKEN OUT.]**

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

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

The Consultant shall perform the following program support services as indicated herein:

- **Program Management:** Work with the District on overall scheduling, budgets, and communication for the Project and report status to the District on a regular basis.
- **Senior Project Management/Administration:** [INSERT DESCRIPTION HERE]
- **Project Management - Planning:** Coordinate and participate in the planning of the Project, including, but not limited to, the following tasks:
  - Participate in the site acquisition process and/or environmental due diligence site planning as determined by the District.
  - Interpret and apply California Environmental Quality Act (CEQA) and State Department of Education guidelines. Assist with filing CEQA documents with appropriate State and County agencies; obtain land use and property data from County records.
  - Monitor design phase schedule and progress throughout all phases.
  - Review design phase submittals and recommend approval.
  - Monitor project budget to ensure compliance with the District's project budget.
  - Monitor progress of design team to ensure submittal of required DSA documents and retrieve verification.
  - Ensure that project is properly established in tracking software.
  - Participate in pre-bid meetings. Assist in bidding or proposal process and in the award process.
  - Facilitate the functioning of an integrated project delivery team.
  - Additional tasks associated with successful project management.
- **Project Management - Construction:** Coordinate the Work of the Project, including, but not limited to, the following services:
  - Gain familiarity with project needs, budget, and timing.
  - Ensure that contract is properly constructed and executed and issue notice to proceed.
  - Proactively manage change on the project.
  - Review and approve contractor's change order requests for entitlement and cost.
  - Manage project contingencies and allowances.
  - Monitor project budget to ensure compliance with the District's project budget.
  - Monitor construction schedule and report variances.
  - Monitor progress of design team to ensure submittal of required DSA documents and retrieve verification.
  - Ensure that project is properly maintained in tracking software.
  - Review invoices for reasonableness, correctness, and appropriate charges.
  - Provide daily status reports in prescribed format.
  - Attend weekly program meetings.
  - Participate in and maintain minutes of critical construction phase meetings.



- Maintain project documentation in compliance with program standards.
- Facilitate the functioning of an integrated project delivery team.
- Additional tasks associated with successful project management.
- Closeout tasks
  - Assist with final punch list and final inspections.
  - Assist in review and transfer of the final warranty/guarantee.
  - Monitor progress of design team in submitting required DSA closeout documentation and retrieve verification.
  - Assist in review and transfer of all required maintenance and operation manuals.
  - Assistance with and/or coordinate moving activities and occupancy.
  - Coordinate and ensure that required training on systems and materials takes place.
  - Coordinate and monitor completion of commissioning process.
  - Review final invoices.
  - Review closeout documents.
  - Reconcile expenditures and budget.
  - Assist in the finalization of any outstanding contracts and claims.
  - Ensure that all contract deliverables have been completed and submitted to the District.
  - Additional tasks associated with successful project management.
  - Provide administrative support as required.
  - Provide estimating services as required.
  - Provide scheduling services as required.
  - On-going review and/or processing of invoices to ensure timely payment as required.
  - Review of contracts to ensure proper execution of scope of services related to the project as required.
  - Provide specialized technical support as required.
  - Miscellaneous duties related to effective and successful project management as required.

- **Assistant Project Management – Planning, Construction, Environmental, Technology:** Provide administrative and technical support to Facilities & Energy Management staff.
- **Program/Project Controls Management/Specialist:** Perform work to plan, manage, monitor and mitigate any risk events that may affect the cost and schedule of the Project, including, but not limited to, estimating and change order management.
- **Document Control Management:** Provide a system for creating, storing, organizing, and share documents related to the Project. Maintain document security and version control; review, store, manage and distribute documents; develop and maintain an authorization process for documents and regulate document submission.
- **Contracts Management:** Perform work to assist with the management and administration of contracts for the Project, including, but not limited to, the preparation of contracts and amendments thereto, collecting insurance certificates and ensuring insurance compliance with the Contract Documents, and processing payments.
- **Energy & Sustainability:** Analyze and recommend methods to reduce energy consumption and waste production and/or process waste in a sustainable manner.
- **Schedule:** Provide CPM schedule for projects.
- **Constructability Review:** Analyze feasibility of the construction of Project based on design documents and provide recommendations to ensure the Project’s design is constructible and to minimize cost overruns.

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

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

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

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

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

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

Date: \_\_\_\_\_  
Name of Consultant or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_