REQUEST FOR QUALIFICATIONS FOR
QUALIFIED STORM WATER
POLLUTION PREVENTION PLAN
(SWPPP) PRACTITIONER
CONSULTING SERVICES
RFQ #16-00-04

OVERVIEW AND SUBMISSION GUIDELINES

The Tahoe Truckee Unified School District (“District”) is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide Qualified SWPPP Practitioner (QSP) consulting services to the District at the following projects:

- Donner Trail Elementary School, 52755 Donner Pass Rd, Kingvale, CA 96161
- Truckee Elementary School, 11911 Donner Pass Rd, Truckee, CA 96161
- Truckee High School, 11725 Donner Pass Rd, Truckee, CA 96161
- Kings Beach Elementary School, Kings Beach, CA 96143
- Tahoe Lake Elementary School, Tahoe City, CA 96145

Each Statement of Qualifications (“SOQ”) submitted in response to this Request for Qualifications (“RFQ”) must conform with, and be responsive to, the requirements set forth herein. While the District is seeking a single entity qualified to perform all of the required work, firms submitting an SOQ for a portion of the work may be considered.

Respondents should mail or deliver three (3) bound copies, one (1) unbound copy, and one (1) electronic copy (on CD or flash drive) of their SOQ, as further described herein to:

MARK BUTTON, DIRECTOR OF FACILITIES, MAINTENANCE AND OPERATIONS
Tahoe Truckee Unified School District
11603 Donner Pass Road
Truckee, CA 96161

ALL RESPONSES ARE DUE BY 2:00 PM, ON Monday, November 14, 2016.
FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

All questions must be submitted in writing to Rose Green, rgreen@ttusd.org on, or before November 8, 2016 by 4:00 pm.

Answers will be posted on the District website by November 10, 2016 by 4:00 p.m. at http://www.ttusd.org/Page/316

SOQ SUBMITTAL: Mark envelope:
“Statement of Qualifications for Qualified SWPPP Practitioner Consulting Services”
I. INTRODUCTION

The Tahoe Truckee Unified School ("District") is a public K-12 school district that encompasses more than 720 square miles serving Nevada, Placer, and El Dorado Counties, in California. The District includes North Lake Tahoe communities ranging from Emerald Bay on the west shore to Kings Beach on the north shore. It also includes Truckee area communities such as Cisco Grove to the west, and Glenshire/Hirshdale to the east. Currently, the District operates twelve school sites serving a student population of about 4,000. The sites have an average elevation of 6,000’ and can experience severe cold and snowy weather in the winter.

The District is seeking Statements of Qualifications ("SOQ") in response to this Request for Qualifications for Qualified SWPPP Practitioner (QSP) consulting services from experienced entities to provide comprehensive and professional technical services related to the implementation of all elements of the Storm Water Pollution Prevention Plan (SWPPP), including non-storm water and storm water visual observations, sampling and analysis and preparation of Rain Event Action Plans.

The District has completed a Facilities Master Plan that it wishes to implement with the funding available through the passage of two bond measures. Most of the capital improvements done with this funding will necessitate upgrades to various systems in the schools. However, the original estimated budgets for this portion of the overall work were general, and finite, in nature. As a result of those constraints, Facilities staff will only be able to consider solutions that are detailed, well thought out, and efficient, with the resources available.

The District’s award of contract(s), if at all, will be made in accordance with Government Code section 4525, and will be based on the District’s understanding of the Respondents’ respective skills, experience, and qualifications; overall price; ability of consultant to complete the project by desired completion date; and overall thoroughness of proposal and responsiveness to the RFQ. It is vital that the selected consultant have the ability to work cooperatively and effectively with District staff, school site staff, and the assigned construction managers. The District places great emphasis on facilitation and communication with all of these stakeholders. The consultant retained by the District will be part of the District team, and will be expected to operate in a team environment. In making its consultant selection, the District reserves the right to consider and evaluate these factors as it sees fit.

A. Limitations

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

The District reserves the right to reject any or all SOQs, to waive any irregularities or informalities not affected by law, to evaluate each SOQ submitted, and to award a contract, if any, to the respondent that best serves the interest of the District at a reasonable cost. Further, the District reserves the right to reject any and all SOQs and to negotiate contract terms with one or more respondent firms for one or more of the work items.
The Respondent’s SOQ package, and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

B. Full Opportunity

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), Disabled Veterans Business Enterprises (“DVBE”), and minority business enterprises shall be afforded full opportunity to submit SOQs in response to this RFQ and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. Restrictions On Lobbying and Contacts

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process/or the award of the contract(s) with any member of the District’s Board of Education (“Board”), selection committee members, or any member of the Citizens’ Oversight Committees, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the entity submitting a SOQ.

D. Term of Contract

The initial term of the contract is anticipated to be for two (2) years with additional one-year options to renew, should the District, at its sole discretion, offer the option to renew. The contract will be subject to termination as stipulated in the Agreement (a sample agreement is attached herein).

E. Prevailing Wage and Registration

The Successful Respondent shall pay all workers on all work performed pursuant to a contract if applicable for the Project 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, pursuant to section 1770 et seq. of the California Labor Code. The Successful Respondent and all subcontractors and consultants, as applicable, must be registered as a public works contractor with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly or within ten (10) days of any request by the District or the Labor Commissioner.
II. **SCOPE OF REQUIRED SERVICES**

- Schedule/attend pre-construction contractor training
- Initial BMP installation observation
- Visual monitoring inspections and reporting
- Weekly inspections
- Pre-post rain event inspections, including REAPS
- Tailgate SWPPP training (as required)
- Non-storm water sampling
- Storm water sampling and analysis during discharges
- QSP shall have attended a State Water Regulation Control Board (SWRCB)-Sponsored or approved QSP training course and shall be either a QSD or have one of the following credentials:
  - QSP shall be Certified Erosion, Sediment and Storm Water Inspector (CESSWI) registered through EnviroCert International, Inc.

III. **STATEMENT OF QUALIFICATIONS**

A. **FORMAT REQUIREMENTS**

Firms submitting SOQs in response to this RFQ must follow the format below. Material must be in 8-1/2 x 11 inch format. Each SOQ shall include a Front Cover stating the following: “Statement of Qualifications for [FIRM NAME] in Response to Tahoe Truckee Unified School District’s RFQ #16-00-04.”

Each SOQ shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled “Cover Letter,” the second tab would be entitled “Business Information,” etc.) **Total submittal length shall not exceed 30 pages of content, divider pages, resumes and similar supporting documents excluded.**

**Provide Three (3) bound copies, One (1) unbound copy, and One (1) electronic copy of the Statement of Qualifications.**

The unbound copy shall be marked “Copy for Reproduction”, and shall be formatted as follows:

1. No divider sheets or tab.
2. Text printed on one side only (i.e. no back to back pages).
3. Pages with proprietary information removed.
4. A cover sheet listing the firm’s name, the total number of pages, and identifying those pages that were removed due to proprietary information.

The electronic copy will only be accepted via email only in the following programs: Microsoft Office Suite and Adobe Acrobat (.pdf).

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.
1. **TAB 1 - COVER LETTER** (maximum of 2 pages)

   - Provide a letter of introduction signed by an authorized officer of the Qualified SWPPP Practitioner consulting Services Company. If the QSP consulting services company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.

   - Include a brief description of why your firm is well suited for, and can meet, the District’s needs.

   - Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.

   - **The cover letter must include the following statement:**

     “[INSERT COMPANY’S NAME] received a copy of the District’s form of Services Agreement (“Agreement”) attached as Exhibit “B” to the RFQ.

     [INSERT COMPANY’S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District,

     [INSERT COMPANY’S NAME] acknowledges that the District expects to use this Agreement.”

   - Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

   - Respondent shall certify that no official or employee of the buildings automation services company has ever been convicted of an ethics violation.

2. **TAB 2 – BUSINESS INFORMATION**

   Please provide the following information:

   - Company name.
   - Address.
   - Telephone.
   - Fax.
   - Website.
   - Name and email of main contact.
   - Federal Tax I.D. Number.
   - License and Registration Number.
• Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.

• Certificate(s) of Insurance identifying the firm’s current insurance coverages.

• A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.

• Number of employees (licensed professionals, technical support.)

• Location of office where the bulk of services solicited will be performed.

• Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.

3. TAB 3 – EXECUTIVE SUMMARY: APPROACH AND FIRM QUALIFICATIONS

Outline your general management approaches, including:

  o Provide a statement demonstrating your firm’s or team’s ability to accomplish the scope of services in a comprehensive and thorough manner.
  o Summarize your firm’s experience working on facilities in a campus layout.
  o Other relevant work
  o General references

4. TAB 4 – NARRATIVE OF RELEVANT PROJECT EXPERIENCE, REFERENCES, STAFF ETC.

Provide a comprehensive narrative of the QSP consulting services offered by your firm, in the last five (5) years, on at least three (3) similar campus-style projects. The narrative should include the following:

Experience: Describe your experience with public education or similar type facilities. Include for each project:

  o Project name, type, and location.
  o Description of project
  o Scope of your contract.
  o Project cost
  o Contract Amount
  o Beginning and end dates of project.
  o Square footage/Acreage of project
  o Key individuals of the firm involved and their roles in the project.
• Any sub-consultants that worked with the firm.
  o Provide references, including: Owner name with name and of contact person, title, telephone number, and email address to be contacted for a reference.

• **Staffing Resources and Key Personnel:**
  o Provide total number of professional staff employed by the firm.
  o Identify persons who will be principally responsible for working with the District. Indicate the role and responsibility of each individual, and how many years they have been with the company. Provide brief resumes of individuals that will be working directly with the District. Specifically define the role of each person and outline his or her individual experience and responsibilities. Indicate who would serve as the primary contact for the District. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. The District expects that the team shall remain intact through the duration of the Project. If a team member must leave, the District reserves the right to approve.

• **Properly licensed and certified:** Each SOQ must include evidence that the QSP consultant services company is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in the State of California.

• **Registration:** Each SOQ must include evidence that the QSP consultant services firm is registered as a public works contractor with the Department of Industrial Relations.

• **Additional Data:** Provide additional information about the firm as it may relate to this RFQ, including information about, and the significance of, any other programs not identified above but which you feel are relevant to the Project(s). Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.

5. **TAB 5 – LITIGATION HISTORY**

Provide a comprehensive five (5) year summary of the firm’s litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A SOQ failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.
6. TAB 6 – FEES

The District requires each respondent to provide a fee schedule for the types of service that you offer.

IV. SELECTION CRITERIA

The SOQ will be reviewed for responsiveness and evaluated pursuant to the criteria set forth in the RFQ, including (in no particular order) and without limitation:

1. Quality and comprehensiveness of the response.
2. Professional and technical expertise of proposed key personnel.
3. Availability of key Personnel.
4. Professional Certifications
5. Overall Firm Experience. The firm’s experience and performance history with similar projects (with preference given for California K-12 school projects), including:
   i. Knowledge of applicable state laws and regulations, and other governmental requirements for K-12 school districts is desirable.
6. Specialized experience and technical competence in the type of work required.
7. Past performance on similar projects. Acceptable and verifiable references from clients contacted by the District, including:
   i. Firm’s reputation;
   ii. Satisfaction of previous clients (client relationships);
   iii. Timeliness of work and ability of the firm to meet schedules; and
8. Fee requirements and cost of services.

V. EVALUATION

A Selection Committee will evaluate all submissions. SOQs will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Respondents prior to and during the review, evaluation and negotiation processes. To the extent that the SOQs are public records under California law, however, the SOQs may be released to the public if requested by members of the public.

Each SOQ must be complete. Incomplete SOQs will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a company is responsive, responsible, and qualified. Based upon the information presented in the SOQs, the District’s Selection Committee will choose the most highly qualified firms to participate in the interview process.

VI. DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request a company to submit additional information pertinent to the review process. The District also reserves the right to investigate
and rely upon information from other available sources in addition to any documents or information submitted.

VII. RFQ RESPONSE SCHEDULE SUMMARY:

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

<table>
<thead>
<tr>
<th>DATE/TIME</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1, 2016</td>
<td>Release of RFQ.</td>
</tr>
<tr>
<td>November 8, 2016</td>
<td>Deadline for submission of written questions.</td>
</tr>
<tr>
<td>November 10, 2016</td>
<td>Deadline for District answering written</td>
</tr>
<tr>
<td>November 14, 2016</td>
<td>Deadline for submitting SOQ.</td>
</tr>
<tr>
<td>November 17, 2016</td>
<td>Short-listed firms identified.</td>
</tr>
</tbody>
</table>

Short List:
Each firm responding to this RFQ will be evaluated and selected based on its qualifications and the qualifications and experience of the particular individuals identified as the candidate's proposed team for the project. After evaluating the responses to this RFQ, the District will select a short-list of no fewer than three (3) candidates that it considers to be the most qualified. If the District determines that fewer than three (3) firms are qualified, it will only select the qualified firms. Interviews will be conducted with the short-listed firms to determine if they will continue with the RFP (or other) process.

Request for Proposal:
Some, or all, of the short-listed firms may be sent a Request for Proposals that will invite the firms to submit a scope and cost proposal for the aforementioned described project(s). The proposal will have additional, detailed information about intent, scope, material quantities, and cost. The District, at its discretion, may opt for a different final selection process, or may make a selection without involving the short listed firms.

Please see attached in Exhibit “A” Proposed Site Development Plans.

WE THANK YOU FOR YOUR INTEREST IN THIS_exciting project!
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the month, day, 201_, by and between the Tahoe Truckee Unified School District, ("District") and __________________________("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

2. Term. Consultant shall commence providing services under this Agreement on month, day, and 201_ and will diligently perform as required and complete performance by month, day, 201_ unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

   X Signed Agreement
   X Workers' Compensation Certification
   X Fingerprinting/Criminal Background Investigation Certification
   X Insurance Certificates and Endorsements
   X W-9 Form

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

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

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

   4.2. If Consultant works at more than one site, Consultant shall invoice for each site separately.

   District will withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

5. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or 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 the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7.1. Not applicable.

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant’s performance of Services.

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

8.4. **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.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to 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 such services.
10. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or cause to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or cause to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant’s knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Consultant’s full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. **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.

12. **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.

13. **Termination.**

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

13.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

13.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
13.3.1. material violation of this Agreement by the Consultant; or

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

13.3.3. 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 such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, 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.

14. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

15. Insurance.

15.1. 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.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability Insurance</strong>, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td><strong>Automobile Liability Insurance - Any Auto</strong></td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td><strong>Professional Liability</strong></td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td><strong>Workers Compensation</strong></td>
<td>Statutory Limits</td>
</tr>
<tr>
<td><strong>Employer’s Liability</strong></td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
15.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

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

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

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

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

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

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

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

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

17.1.1. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.

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

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

19. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. **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 Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

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

22. **Disabled Veteran Business Enterprises**. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

23. **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.
24. **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:

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

24.2. Announced and unannounced observance of Consultant, Consultant’s employee(s), and/or subcontractor(s).

25. **Limitation of 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.

26. **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.

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

<table>
<thead>
<tr>
<th>District:</th>
<th>Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tahoe Truckee Unified School District</td>
<td>________________________________</td>
</tr>
<tr>
<td>11603 Donner Pass Road</td>
<td>________________________________</td>
</tr>
<tr>
<td>Truckee, California 96161</td>
<td>ATTN: __________________________</td>
</tr>
<tr>
<td>Email: ________________________________</td>
<td>Email: __________________________</td>
</tr>
<tr>
<td>ATTN: ________________________________</td>
<td>ATTN: __________________________</td>
</tr>
</tbody>
</table>

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

28. **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.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **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.

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

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

37. **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.

38. **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.

39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: ______________________, 201_  Dated: ______________________, 201_

**Tahoe Truckee Unified School District**

By: ______________________  By: ______________________

Robert J. Leri, Ed.D.  Print Name: ______________________

Superintendent/CLO  Print Title: ______________________
Information regarding Consultant:

License No.: ___________________________  Employer Identification and/or Social Security Number:

Address: ________________________________

Telephone: ______________________________

Facsimile: ________________________________

E-Mail: ________________________________

Type of Business Entity:

_____ Individual

_____ Sole Proprietorship

_____ Partnership

_____ Limited Partnership

_____ Corporation, State: __________________

_____ Limited Liability Company

_____ Other: ______________________________
WORKERS’ COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _______________________________

Name of Consultant: _______________________________

Signature: _______________________________

Print Name and Title: _______________________________

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

Date:  ______________________________________________________________

District Representative’s Name and Title: ___________________________________

Signature:  ___________________________________________________________

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

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

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, ________________________, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel.

Date:  ______________________________________________________________

District Representative’s Name and Title: ___________________________________

Signature:  ___________________________________________________________

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

Date:  ______________________________________________________________

Name of Consultant:  __________________________________________________

Signature:  ___________________________________________________________

Print Name and Title: __________________________________________________

Independent Consultant Agreement (Construction Related)