CULVER CITY
UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS

RFQ# 2026-002

LABORATORY OF RECORD, GEOTECHNICAL, MATERIAL TESTING/ SPECIAL INSPECTION SERVICES FOR THE

CULVER CITY UNIFIED SCHOOL DISTRICT MEASURE E PROJECTS

ADDENDUM No. 1

1. Culver City Unified School District is requesting Statement of Qualifications from firms to be delivered to the Culver City Unified School District Office no later than **Thursday, August 14, 2025 by 2:00PM**.

2. Can you please provide a standard sample agreement/contract and insurance requirements?
    a. See attachment A.

3. What is the contract term?
    a. To be determined.

4. Should rates be fixed for the contract term/duration or should our current/2025 rates be provided?
    a. Provide 2025 rates for now.

5. Can you please provide a copy of Exhibit A, Scope of Work?
    a. Please disregard all references to exhibit A and B in the RFQ.

6. Can you please provide a copy of Exhibit B, schedule of rates template? Or, is it acceptable to submit our company's standard rate sheets?
    a. Please disregard all references to exhibit A and B in the RFQ.
    b. Reference Attachment B for Statement of Qualification/ Proposal Response Format, item f Billing Rates.

7. Is there a page limit for our company's qualifications (i.e. firm profile, projects, organizational chart, resumes, etc.)?
    a. The response shall not exceed (30) pages.

8. Can copies of laboratory certifications and/or key personnel licenses and certifications be included in an Appendix?
    a. Yes.

9. Can copies of letters of recommendations be included in an Appendix?
    a. Yes.

10. In Section IV, Subsection B, it states: "The District will review the pricing in conjunction with the company profile and experiences and will select the best firm or firms that bring value and experience." Could you please clarify how the District intends to evaluate our company's experience if the RFQ does not request any project experience information?
    a. See Attachment B for Statement of Qualifications/Proposal Response Format that has been included as part of this addendum.

11. We would like to confirm whether the response content outlined in Section III - limited to the Transmittal Letter and Schedule of Rates - represents the full extent of the required submittal materials.
    a. See Attachment B for Statement of Qualifications/Proposal Response Format that has been included as part of this addendum.

12. To ensure we are fully responsive and do not omit any information that may be expected or evaluated, could the District please confirm whether additional materials (i.e., firm overview, project approach, relevant experience, references, or laboratory accreditations) should or may be included with our submittal?
    a. See Attachment B for Statement of Qualifications/Proposal Response Format that has been included as part of this addendum.

13. We would also like to ask if this contract will be under a PLA?
    a. The District is considering if they would like to adopt a PLA.

14. While the RFQ appears to be for on-call services, Section III, Item 2 references Exhibit B and requests "rates, hours, and full proposal costs," along with Exhibit A (DSA Form 103), and plans and specifications. This language suggests a project-specific scope. Could you please confirm whether this RFQ is intended for general on-call testing and inspection services or for a specific project?
    a. Please disregard all references to exhibit A and B in the RFQ.
    b. The purpose of this Request for Qualifications ("RFQ") is to create a pool of Material Testing/ Special Inspection Services firms that will enable CCUSD and its Construction Manager, TELACU Construction Management ("CM" or "TCM") to select a firm that can assist CCUSD with such services as required through construction of various upcoming construction projects.

15. If the RFQ is indeed for a specific project, please provide the associated plans, specifications, and DSA-103 form so that we can prepare an appropriate estimate of hours and pricing.
    a. The purpose of this Request for Qualifications ("RFQ") is to create a pool of Material Testing/ Special Inspection Services firms that will enable CCUSD and its Construction Manager, TELACU Construction Management ("CM" or "TCM") to select a firm that can assist CCUSD with such services as required through construction of various upcoming construction projects. **See Attachment B item f, for billing rates to be provided.**

16. The document appears to function as both an RFQ and RFP—it requests a Statement of Qualifications and pricing details. However, it does not include a defined outline or format for the qualifications submission. Could you please clarify whether this is a Request for Qualifications (RFQ) or a Request for Proposals (RFP), and whether you intend to evaluate submissions based on qualifications, pricing, or both?
    a. See Attachment B for Statement of Qualifications/Proposal Response Format that has been included as part of this addendum.

17. Can you please provide the statement of qualifications and proposal response format?
    a. See Attachment B.

18. If required, please provide a Conflict of Interest form.
    a. See Attachment C.

END OF ADDENDUM No. 1

Attachment A

CULVER CITY
UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR SERVICES

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

RECITALS

WHEREAS, Government Code section 53060 authorizes District to contract with and employ any person for the furnishing of special services and advice in financial, economic, accounting, legal, or administrative matters if such person is specially trained and experienced and competent to perform the special services required;

WHEREAS, Public Contract Code section 20111(d) authorizes District to contract with and employ any person for the furnishing of non-construction professional services and advice without formal bidding;

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services or professional services required by District, and those services are needed on a limited basis; and

WHEREAS, Consultant is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Consultant's Services are outside the usual course of District's business; and Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

TERMS

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

2. **Term**. Consultant shall commence providing services under this Agreement on _____ ___, 20__, and will diligently perform as required and complete performance by _____ ___, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Validity of Agreement**. This Agreement shall not be a valid contract until it is executed by the Parties and approved or ratified by the District's Board of Education. Should Consultant begin performing Services in advance of approval by the Board of Education, any Services so performed in advance of the approval date will be provided at the Consultant's risk, as a volunteer, unless this Agreement is so approved or ratified.

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

___X___ Signed Agreement
___X___ Fingerprint/Criminal Background Check Certification
___X___ Tuberculosis Clearance
___X___ Workers' Compensation Certification
___X___ Insurance Certificates and Endorsements
___X___ W-9 Form
_____ Other: _____

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

   5.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

   5.1.1. _____ _____
   5.1.2. _____ _____
   5.1.3. _____ _____

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

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

   5.4. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Equipment and 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. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Consultant or Consultant's agents, personnel, employee(s), and/or subcontractor(s), even if such equipment is furnished, rented or loaned to Consultant by the District.

7. **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 District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

8. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant represents and warrants that: (i) Consultant is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) Consultant's Services are outside the usual course of

District's business; and (iii) Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. By checking the applicable box below, Consultant hereby represents and warrants to District the following:

☐ Consultant is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Consultant will provide District with appropriate evidence including, without limitation, FTB Form 590. Consultant shall still be responsible for payment of all state and federal taxes.

☐ Consultant is <u>not</u> a resident of the State of California or otherwise not exempt from withholding, and Consultant authorizes District to withhold from all payments made to Consultant under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

9. Performance of Services.

9.1. 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.

9.2. 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.

9.3. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

9.4. 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.

9.5. District Approval. The Services provided herein must meet the approval of District. District may evaluate Consultant in any way District is entitled pursuant to applicable law, including, without limitation, announced and unannounced observance of Consultant, Consultant's employee(s), and/or sub-consultant(s).

10. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. Work Product. 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.

12. Curriculum. All original curricular materials provided in conjunction with Consultant's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

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 Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

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

13.2.1. material violation of this Agreement by Consultant; or

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

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

13.3. Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Indemnification. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations

relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

15. Insurance.

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

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 $ 1,000,000 $ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 $ 1,000,000 $ 1,000,000
Professional Liability Each Occurrence General Aggregate	 $ 1,000,000 $ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	$ 1,000,000
Abuse and Molestation Insurance Each Occurrence General Aggregate	 $ 3,000,000 $ 6,000,000

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

15.1.2. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services in accordance with provisions of section 3700 of the California Labor Code. 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. That policy shall provide employer's liability coverage per accident for bodily injury or disease.

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

15.1.4. Abuse and Molestation Insurance. Abuse and Molestation Insurance shall protect the Consultant and the District from all claims of bodily injury (including

emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Consultant.

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

15.2.1. 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.

15.2.2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

15.2.3. An endorsement stating that 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 Employer's Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.2.5. An endorsement stating that there shall be a waiver of any subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

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

15.2.7. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from 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. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

18. Non-Discrimination. Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its sub-consultants. In addition, the Consultant agrees to require like compliance by all its sub-consultant(s).

19. Fingerprinting. Consultant shall complete the Fingerprint and Criminal Background Check Certification, attached to this Agreement as **Exhibit "C,"** prior to Consultant commencing any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

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

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

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

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

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

19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

20. 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.

21. 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.

22. Confidentiality. Consultant and all Consultant's agents, personnel, employee(s), and/or sub-consultant(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.

23. 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 electronic mail, addressed as follows:

District:	**Consultant:**
Culver City Unified School District	[Consultant Name]
ATTN: [Insert Name, Title]	ATTN: [Name, Title]
4034 Irving Place	[Address]
Culver City, CA 90232	[City, State Zip]
[Email]	[Email]

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

24. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in County of Los Angeles, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District.

25. Attorney's Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

27. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in County of Los Angeles, California.

28. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

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

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

32. **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.

33. **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.

34. **Calculation of Time**. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

35. **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.

36. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

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

[SIGNATURE PAGE FOLLOWS]

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

Dated: _____, 20___	Dated: _____, 20___
Culver City Unified School District	**[Consultant]**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: _____
_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

_____:
Employer Identification and/or
Social Security Number

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

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

EXHIBIT B
HOURLY BILLING RATES AND/OR UNIT PRICES

EXHIBIT C

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION (NON-CONSTRUCTION CONTRACTS)

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

With respect to the [Insert Name of Agreement] ("Agreement") between the Culver City Unified School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

☐ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

_____

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

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

____ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

_____

_____

___ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

_____

_____

___ Contracting Party/Contracting Party's Personnel are offering qualifying work experience opportunities for pupils, or workplace placements as part of a pupil's IEP, and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during pupil's work hours has a valid criminal records summary; (b) a District staff member will make at least one visitation every three weeks to consult, observe and check in to ensure pupil health, safety and welfare; and (c) the pupil's parent has signed a consent form per Ed Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).]

___ Contracting Party/Contracting Party's Personnel provides independent study program services to pupils under the immediate supervision and control of pupil's parent/guardian and District has either ____ (a) verified completion of a valid criminal records summary

for all Contracting Party Personnel who interact with pupils; or _____ (b) District has ensured that parent/guardian has signed a consent form per Ed Code 45125.1(b)(3)(B) [check whether (a) or (b) applies.] [Ed. Code, §45125.1(b)(3).]

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

☐ Contracting Party is **not a sole proprietor** and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party 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 the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Board of Education of the District as follows:

I am a representative of the Consultant currently 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. Consultant's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Consultant certifies that the following item applies to the Services that are the subject of the Agreement:

☐ The Consultant ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past sixty (60) days and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come into contact with District pupils during the course and scope of the Agreement is attached hereto; or

☐ Consultant shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

Date: _____

Consultant: _____

Name and Title: _____

Signature: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

Attachment B

CULVER CITY
UNIFIED SCHOOL DISTRICT

I. STATEMENT OF QUALIFICATIONS/PROPOSAL RESPONSE FORMAT

a. Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, and e-mail address of the person or persons authorized to represent the institution regarding all matters related to the Response. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners that may affect your performance or completion of this proposed program. A person authorized to bind the firm to all commitments made in the Response shall sign this letter.

b. Firm Approach and Methodology

Describe the Consultant's philosophy with regard to approach and experience related to Services outlined in the RFQ, and experience in working with a School District. Identify key elements to providing quality service and project delivery that would lead to a successful project completion.

c. Firm Experience

Provide a summary of Consultant's relevant expertise and experience in Materials Testing and Special Inspections consulting services, especially as it relates to School District facilities. Consultant must demonstrate a minimum of eight (8) years of relevant experience and professional success.

Provide a minimum of five (5) completed Geotechnical and Material Testing/ Special Inspections projects. Provide detailed descriptions of the projects (particularly School District projects other than Culver City Unified School District). This client list may be contacted for reference and past performance of the Consultant will be evaluated.

Provide a list of all Culver City Unified School District contracts held within the last eight (8) years including, with respect to each project, the project name, site name, contract amount, and Consultant's contact person at the District on said project.

Past performance of the Consultant will be evaluated and Clients listed may be contacted for a reference.

d. Key Personnel/Team Members

Please identify your Firm's available team members, key personnel and staff members and their specific expertise and experience in Materials Testing and Special Inspections consulting services, especially as it relates to School District campus projects. Include an organizational chart for the proposed staff and indicate who will be the District's main contact person for your Firm. Each team member proposed should at least have a minimum of 5 years of experience. Provide the names and detailed resumes of leadership who will be the

designated team available, knowledgeable, regularly attentive and working directly with the District. In addition, list all professional registration certification and/or license designations and numbers that are currently active in the State of California. Do not list any inactive registration and/or license designations.

e. Sub-Consultants

Identify any Sub-Consultants, if any that are likely to be used by your Firm in carrying out Services for the District. You can list multiple firms if needed per category (ii.e. lab services, specialized services, etc.) For each sub-consultant Firm, please list names, California license or registration numbers, contact person(s), business addresses, phone numbers, fax numbers, e-mail addresses, date established, and time associated with Firm.

f. Billing Rates

Provide hourly billing rates for all personnel and categories of employees, testing fee schedule, as well as any overhead or other special charges. If applicable, Consultant's Response should provide estimates for certain standardized components of the Services.

Provide Consultant's typical fee schedule as applicable, as well as any Sub-consultant fees or services that may be needed. Additionally, provide your firm's schedule of services for both lab services and field services, with unit rates.

Consultant hourly rates shall be all-inclusive and include/account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. All other services not included herein shall be negotiable as required.

g. Contract

Consultants shall review a typical District agreement in Attachment A – Independent Consultant Agreement for Services, and provide any comments or objections to the Agreement in its Response. PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement.

h. Conflict of Interest Form

Consultants shall certify that they shall perform Services as an independent contractor and not as an officer, agent or employee of the District. Consultant shall complete Attachment C – Conflict of Interest Form, and submit it with the Response. Do not provide this form for Sub-Consultants.

i. Inappropriate and Unsolicited Communication

The District strives to ensure a fair and competitive process for any and all consultants who desire to participate in the RFQ/RFP selection. After this RFQ/RFP has been issued (from the date this RFQ and/or future RFQ/RFPs are released to the conclusion of the selection process), any Consultant, the proposing firm, and/or member of Consultant Team that undertakes to discuss any matter, contacts or solicits individuals related to this RFQ with any District

employee, members of the evaluation committee, members of the Board of Education or any consultant or professional retained by the District other than the identified Contact, jeffreyford@ccusd.org, said firm/consultant may be presumed to have gained an unfair competitive advantage by inserting unsolicited communications to effect influence. The firm/consultant shall be disqualified and may be removed from any established prequalified list, including, the removal from the District's "interested vendors list" at the discretion of the District. All communications regarding this RFQ, and any future RFP and any matter related thereto shall be in accordance with this RFQ.

Attachment C

CULVER CITY
UNIFIED SCHOOL DISTRICT

CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST CERTIFICATION FORM No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Public Entities.

[ ] Check box to indicate acceptance of clause, above, and provide the following information:

Signature: _____

Name: _____

Title: _____

Date: _____