

**WASHINGTON UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS #02
GEOTECHNICAL ENGINEERING AND GEOHAZARD SERVICES**

NOTICE IS HEREBY GIVEN that the Washington Unified School District ("District") is requesting qualified persons, firms, partnerships, associations, or professional organizations to provide geotechnical engineering and geohazard services for upcoming District construction projects, including but not limited to District's River City High School Performing Arts Center Project.

Respondents to this RFQ/P should mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on a flash drive of their Statement of Qualifications ("SOQ") and Proposal (together, "Submittal"), as further described herein, to:

**WASHINGTON UNIFIED SCHOOL DISTRICT
930 WESTACRE ROAD
WEST SACRAMENTO, CA 95691
ATTN: DANIEL GANDARA – DIRECTOR II OF FACILITIES, CONSTRUCTION, AND PLANNING**

ALL RESPONSES ARE DUE BY 2:00 P.M., ON JANUARY 30, 2026. Any Submittals received after that date and time will not be accepted and will be returned unopened.

Mark envelope: "**Statement of Qualifications/Proposal for Geotechnical Engineering and Geohazard Services for Performing Art Center Project.**"

FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.

Each Submittal must conform and be responsive to the requirements set forth in this RFQ/P. Late submittals will not be accepted or considered.

District reserves the right to waive any informalities or irregularities in received submittals. Further, District reserves the right to reject any and all Submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFQ/P please email Daniel Gandara at [Daniel Gandara dgandara@wusd.k12.ca.us](mailto:dgandara@wusd.k12.ca.us) before 12:00 p.m. on Jan 16th 2026. Questions must be submitted in writing and answers will be posted on the District website by 3:00 p.m. on January 23rd, 2026.

RFQ/P RESPONSE SCHEDULE SUMMARY:

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

I. RFQ/P SCHEDULE SUMMARY (Geotech Consultant)

DATE	ACTION ITEM
1/5/2026	Release and advertisement of RFQ.
1/16/2026 by 12:00 P.M.	Last day to receive written questions from Respondents.
1/23/2026	Last day for District to issue addenda and answer questions.
1/30/2026 by 2:00 P.M.	Deadline for submissions in response to RFQ.
2/06/2026	Notice to selected firm.
2/26/2026	Board Approval
2/27/2026	Intent to Award to selected firm.

II. BACKGROUND AND OVERVIEW

The Washington Unified School District ("District") is a public school district that serves an ethnically diverse and growing population of approximately 7,900 students, with a staff of 400 certificated employees and 350 classified employees. The District currently operates seven elementary schools (six K-8 schools and one Transitional Kindergarten-5 school), a comprehensive high school, an alternative high school, an independent study program, and an adult education program.

The District is seeking experienced and proven firms to provide Geotechnical and Geological Hazard Evaluation Services for River City High School Performing Art Center (PAC) project under District's Measure Z Bond Program. This RFQ/P explains the services sought and generally outlines the requirements.

III. SCOPE OF SERVICES

Any firm selected based on this RFQ/P process must be capable of providing full Geotechnical and Geological Hazard Evaluation Services for the District's Performing Art Center (PAC) project.

The selected Respondent must be capable of performing the full Scope of Services set forth at **Exhibit A** to the District's form of Independent Consultant Agreement for Geotechnical and Geological Hazard Evaluation Services ("Agreement"), which is distributed with this RFQ/P as **Attachment "A"** and incorporated herein by this reference. The exact scope of services and final fee, however, will be negotiated with the selected firm and finalized in any resulting contract.

IV. FORM OF AGREEMENT

Respondent must be able to execute the District's standard form of Independent Consultant Agreement for Professional Services ("Agreement"), which is distributed with this RFQ/P as **Attachment "A"** and incorporated herein by this reference. Respondents to this RFQ/P must acknowledge that they have reviewed the indemnity and insurance provisions in the Agreement. Respondent's Submittal must either acknowledge that Respondent has no objections to the use of the Agreement or specifically identify all objections.

V. LIMITATIONS

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

The Submittals and any other supporting materials submitted to the District in response to this RFQ/P, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Submittals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any Submittals.

VI. FULL OPPORTUNITY

The District hereby affirmatively ensures that no Respondent will 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.

VII. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation/selection process, or the award of the contract with any member of the District, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contract shall be grounds for the disqualification of the Respondent.

VIII. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES

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

IX. CONFLICT OF INTEREST

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

X. SUBMITTAL REQUIREMENTS

a. FORMAT

Firms responding to this RFQ/P must comply with the following format requirements. The material must be in 8-1/2 x 11-inch format. Submittals shall include divider tabs labeled with boldface headers below; e.g. the first tab would be entitled "Cover Letter", the second tab would be entitled "Business Information", etc. Submittals shall be no more than twenty (20) single-sided pages or ten (10) double-sided pages in length. This page limitation excludes front/back covers, divider sheets/tabs, and allowed appendices. Submittals containing more than the authorized number of pages will not be considered.

Provide five (5) bound copies, one (1) unbound copy and one (1) electronic copy of the Submittal.

- The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:
 - No divider sheets or tabs.
 - Pages with proprietary information removed.
 - 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 flash drive or CD in the following programs:

Microsoft Office Suite or PDF.

b. CONTENT

1. COVER LETTER (maximum of 2 page)

- Provide a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- 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 respondent must include one (1) of the following statements:

"[INSERT RESPONDENT'S NAME] received a copy of the District's form of Independent Consultant Agreement for Professional Services ("Agreement") attached as Attachment "A" to the RFQ/P. [INSERT RESPONDENT'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 RESPONDENT'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT RESPONDENT'S NAME] received a copy of the District's form of Independent Consultant Agreement for Professional Services ("Agreement") attached as Attachment "A" to the RFQ/P. [INSERT RESPONDENT'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 RESPONDENT'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."

- 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 firm has ever been convicted of an ethics violation.
- The respondent must include evidence that the Respondent is legally permitted and properly licensed for the scope of services and to conduct business in the State of California.
- Respondent shall sign and add the following language: "By virtue of this submission, [INSERT RESPONDENT'S NAME] declares that all information provided is true and correct."

2. BUSINESS INFORMATION

- Company name

- Address
- Telephone
- Fax
- Website
- Name and email of the main contact
- Federal Tax I.D. Number
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture describes the division of responsibilities between participating companies, offices (location) that would be the primary participants, and the percentage interest of each firm.
- A brief description and history of the firm, including the number of years the firm has been in business and the date firm, was established under its given name.
- A number of employees (licensed professionals, technical support).
- Location of the office where the bulk of services solicited will be performed.
- State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.
- How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant.

3. RELEVANT QUALIFICATION

Describe your firm's experience, expertise, and approach in the following areas:

- Licensed professional geotechnical engineers with experience in K-12 school projects in the West Sacramento region (preferred)
- Proven track record in geotechnical investigations, analysis, and reporting for educational facilities.
- Access to necessary field and laboratory testing equipment suitable for school site evaluations.
- Experience in geotechnical evaluations for school buildings, performing art centers, and related infrastructure.
- Familiarity with the unique soil conditions, seismic activity, and environmental factors affecting the West Sacramento region.
- Ability to conduct seismic hazard assessments and recommend appropriate mitigation measures specific to school safety standards.
- Demonstrated success in working with school districts, public agencies, and regulatory bodies.

- Expertise in using geotechnical software for slope stability analysis, settlement analysis, and foundation design tailored to school site requirements.

4. RELEVANT EXPERIENCE

- Identify K-12 projects performed by the firm in the past three (3) years. Limit response to no more than ten (10) most recent projects. Please include the following information for each project:
 - District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - Project name and location.
 - Description of services provided by your firm.
 - Briefly state the relevance of the project for consideration in this RFQ/P.
 - Specify the role of the firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - Key individuals of the firm involved and their roles in the project.
 - Any sub-consultants that worked with the firm.
- Describe the firm's philosophy and how it will work with District administration officials, community partners, and District facilities staff.
- Discuss the firm's ability to meet schedules for comparable projects, the firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.

5. TEAM SUMMARY

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services for the Project(s).
- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

6. 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 Submittal failing to provide the requested information on lawsuits or litigation, and responses that 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 valued.

7. FEE PROPOSAL AND COST ESTIMATE

- Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). The proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with sub-consultant(s), or as a joint venture or partnership. The SOR should identify proposed reimbursable by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

- Provide cost estimate for the anticipated scope of services set forth at **Exhibit "A"** to the District's form of Agreement for Professional services, which is distributed with this RFQ/P as **ATTACHMENT "A"**.

8. TIMELINE ESTIMATE

- Provide estimated timeline to perform the anticipated scope of services set forth at **Exhibit "A"**. Timelines shall detail project tasks assuming, without limitation, timely submittal of requested data from the District, timely review of draft documents by the District, and any anticipated public involvement and comments.

9. COMMENTS TO FORM OF AGREEMENT

A form of the Agreement has been distributed with this RFQ/P as **Attachment A**. The final form of the Agreement will incorporate the final scope of work and final fee, which shall be negotiated with the successful proposer. **Any proposed changes to the form of Agreement must be identified in respondent's submittal; undisclosed change requests may not be entertained.** Proposed changes must be specifically identified; general objections without a proposed change will not be entertained.

10. APPENDIX

- Firm brochure/history/background, etc.
- Key team member resumes.
- Executed Non-Collusion Declaration (**Attachment B**)
- Certificate(s) of Insurance identifying Respondent's current insurance coverages.
- Additional explanation of objections identified in Cover Letter to form of Agreement, if any.

XI. ASSIGNMENT

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

XII. EVALUATION AND SELECTION

a. CRITERIA

Each Submittal must be complete. Incomplete submittals will be considered nonresponsive and grounds for disqualification. The District's Selection Committee will evaluate all submissions. The District retains sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of Respondents. After the interviews, if any, the District will identify Respondent(s) that can provide the greatest overall benefit to District.

The criteria for evaluating Respondents may include, without limitation, the following:

- Overall responsiveness of the Submittal;

- Experience and performance history of Respondent with similar services;
- Qualifications, experience, and results of proposed personnel;
- Value of services under proposed fees;
- References from clients contacted by the District;
- Capacity and commitment to provide services to District; and
- Technical capabilities and track record of use.

b. DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the Submittal. The District may request a firm 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.

c. INTERVIEWS (n/a POINTS)

The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. If a firm is requested to come for an interview, the key proposed staff the firm intends to assign to District Project(s) will be expected to attend the interview. The interview will be an opportunity for the District to review the firm's proposal and other matters the committee deems relevant to its evaluation. **Any comments or proposed changes to the form of Agreement attached hereto as Attachment "A" shall be provided in writing before the interview and may be the subject of inquiry at the interview.**

XIII. FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the services described herein, to reject any Submittal as nonresponsive, and/or not to contract with any Respondent for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any person or firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Submittal in response to this RFQ/P, including any supporting materials.

The awarding of contract(s) is at sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of services identified herein. In such case, the successful Respondent(s) will be given the option not to agree to enter into the contract and District will retain the right to negotiate with any other Respondent selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, District will retain the right to enter into negotiations with any other Respondent to this RFQ/P.

WE THANK YOU FOR YOUR INTEREST IN THIS PROGRAM

ATTACHMENT A

DISTRICT'S AGREEMENT FOR PROFESSIONAL SERVICES

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**INDEPENDENT CONSULTANT AGREEMENT FOR
GEOTECHNICAL ENGINEERING AND GEOHAZARD SERVICES**

This Independent Consultant Agreement for Geotechnical Engineering and Geohazard Services ("Agreement") is made and entered into as of the _____ day of _____, 2026, by and between the Washington Unified School District, ("District") and _____ ("Consultant"), (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Consultant shall provide geotechnical engineering and geohazard 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 _____, 2026, and will diligently perform as required and complete performance by _____, 20____.
- 3. Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

☒ Signed Agreement
☒ Workers' Compensation Certification
☒ Prevailing Wage Certification
☒ Fingerprinting/Criminal Background Investigation Certification
☒ Insurance Certificates and Endorsements
☒ W-9 Form
☐ Other: _____

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

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

44.1.1	_____	_____
44.1.2	_____	_____
44.1.3	_____	_____
44.1.4	_____	_____

44.1.5 _____

44.2 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.

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

5. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

54.1 _____.

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

64.1 _____.

7. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to 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 Services 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 Services, District being interested only in the results obtained.

8. Performance of Services.

84.1 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.

84.2 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.

84.3 District Approval. The Services completed herein must meet the approval of the

District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

84.4 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 caused 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 causes 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 Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in Yolo County in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute

resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13.Termination.

134.1 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.

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

134.2.1 material violation of this Agreement by the Consultant; or

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

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

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

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

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

15. Insurance.

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

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

154.1.1 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.)

154.1.2 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.

154.1.3 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.

154.2 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:

154.2.1 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."

154.2.2 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.

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

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

154.3 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. Tolling of District's Claims. Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

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

18. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and

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

184.1 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.

184.1.1 **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

184.1.2 **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

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

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

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. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

224.1 All site visits shall be arranged through the District;

224.2 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;

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

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

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

224.6 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;

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:

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

254.2 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:

District:

Washington Unified School District
930 Westacre Road,
West Sacramento, CA 95691 Attn:
Monique Stovall, Assistant
Superintendent of Business Services

Consultant:

[NAME]

[FAX]

ATTN:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) 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 Yolo 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 Agreement shall be deemed to be inserted herein and this Agreement 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. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature.

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: _____, 20____

Dated: _____, 20____

Washington Unified School District

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Print Title: _____

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: _____:

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

ATTACHMENT B

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,

[Date]

at _____, _____.
[City] [State]

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

END OF DOCUMENT

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

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

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

School Site	Property Address	Project Description
River City High School (RCHS)	1 Raider Ln, West Sacramento, CA 955691	Performing Aet Center (PAC)

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

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

Scope of Services for Geotechnical Services for District's Performing Art Center Project

1. Introduction The selected Geotechnical Engineering firm ("Consultant") will provide professional geotechnical services for K-12 school projects in the West Sacramento region in accordance with applicable codes, regulations, and project requirements. The services will support the planning, design, and construction phases of the WUSD facilities, ensuring safety, environmental sustainability, and compliance with educational infrastructure standards.

2. Scope of Work The Consultant shall perform the following tasks:

2.1. Preliminary Investigation

- Conduct a thorough review of existing geotechnical data, reports, and site conditions specific to project site.
- Identify subsurface exploration and testing requirements specific to the project site.

2.2. Subsurface Exploration and Testing

- Prepare a geotechnical investigation plan identifying proposed boring and sampling locations. The number and depth of borings shall be sufficient to develop geotechnical recommendations for earthwork and foundations for the project site, while accommodating campus operations and student safety.
- Perform soil borings, test pits, and other necessary field investigations.
- Conduct in-situ testing (e.g., Standard Penetration Tests [SPT], Cone Penetration Tests [CPT], or similar methods) to evaluate subsurface conditions and soil stability for the proposed construction.
- Collect soil, rock, and groundwater samples and perform laboratory testing to determine soil classification, strength, compressibility, permeability, and other relevant engineering properties.

2.3. Geotechnical Analysis and Recommendations

- Analyze field and laboratory data to characterize subsurface conditions and identify potential geotechnical risks at the project site.
- Provide geotechnical recommendations for earthwork, foundations, slabs-on-grade, sidewalks, and pavement sections supporting the building and associated site improvements.
- Evaluate groundwater conditions and provide drainage and groundwater management recommendations.
- Identify required soil improvement or ground stabilization measures to ensure long-term performance.
- Perform a geologic hazards evaluation and provide mitigation recommendations, as applicable.

2.4. Reporting and Documentation

- Prepare a comprehensive Geotechnical Report in accordance with Division of the State Architect (DSA) and California Geological Survey (CGS) requirements for public school projects, including coordination to obtain CGS approval.

- The report shall document subsurface investigation results, laboratory testing, and the engineering evaluation of geotechnical and geological conditions for the proposed construction.
- Include boring logs, soil profiles, and site-specific geotechnical parameters.
- Develop geotechnical design criteria and provide construction recommendations to support structural and civil engineering designs for the proposed project, and related site improvements.

2.5. Coordination and Meetings

- Provide technical support and consultation throughout the school facility development process.
- Coordinate with regulatory agencies for geotechnical-related permitting and compliance requirements specific to educational institutions in the region.

3. Deliverables The Consultant shall provide the following deliverables:

- Subsurface investigation plan
- Field exploration logs and laboratory test results
- Geotechnical engineering report with recommendations for new school facility

4. Schedule and Milestones The Consultant shall adhere to the agreed project timeline, providing all deliverables in a timely manner. Specific milestone deadlines will be outlined in the final agreement with the school district.

5. Qualifications and Experience The Consultant shall have the following qualifications:

- Licensed professional geotechnical engineers with experience in similar projects.
- Proven track record in geotechnical investigations, analysis, and reporting.
- Access to necessary field and laboratory testing equipment.

6. Compliance and Standards All geotechnical services shall be performed in accordance with relevant local, state, and federal regulations, as well as industry standards such as ASTM, AASHTO, and applicable building codes.

Exhibit A - Photo 1: River City High School PAC Project Site



The red highlighted area depicts the PAC project site and boundaries

EXHIBIT "B"
HOURLY BILLING RATES

Consultant's entire proposal is not incorporated.

[HOURLY RATES AND FEE SCHEDULE FROM CONSULTANT TO BE INSERTED]

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.

1. Date:

2. Name of Consultant:

3. Signature:

4. Print Name and Title:

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

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

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

Date:

Name of Consultant:

Signature:

Print Name and Title:

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to the District that I am a representative of the Consultant entering into this Agreement with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees 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 (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

- Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees 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). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Government Code Section 45122.1.

Consultant's responsibility for background 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 Consultant.

FINGERPRINTING CERTIFICATION/ CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

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 employees/subcontractors, attach additional copies of this page.

Date:

Name of Consultant:

Signature:

Print Name:

Title:

CERTIFICATION

I, _____, certify that I am Consultant's and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date:

Proper Name of Consultant:

Signature:

Print Name:

Title: