

West Contra Costa Unified School District
Facilities Operations Center
1400 Marina Way South
Richmond, CA 94804



**REQUEST FOR STATEMENTS OF QUALIFICATIONS AND PROPOSALS FOR
COMPREHENSIVE ASSESSMENT OF HEATING, VENTILATION AND AIR CONDITIONING
SYSTEMS
MULTIPLE DISTRICT SITES
RFQ/RFP # 2021-HVAC 100003622**

February 12, 2021

The West Contra Costa Unified School District (“**District**”) is requesting submission of statements of qualifications and proposals (collectively a “**Proposal**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to provide an assessment of existing heating, ventilation and air conditioning systems at identified District Sites. The assessment shall comply with the School Energy Efficiency Stimulus Program-Assembly Bill 841.

This request is not a formal request for bids nor an offer by the District to contract with any firm responding to this Request for Statement of Qualifications and Proposals (“**RFQ/P**”). The District may select one or more Firm(s), subject to the District’s Board’s approval, to provide the requested services.

Interested Firms are invited to submit a Proposal. **All Responses must be uploaded directly to the online bidding plan room at www.wccusdplanroom.com.**

**Ellen Mejia Hooper
Director of Facilities, Planning & Construction
West Contra Costa Unified School District
1400 Marina Way South
Richmond, CA 94804-3747**

All Proposals must be received on or before Monday, March 1, 2021, no later than 4:00 p.m.

Late responses will **not** be accepted. Proposals will be opened immediately after they are due.

The District reserves the right to amend this RFQ/P as necessary. All materials submitted to the District in response to this RFQ/P shall remain the property of the District. The District shall not be responsible for the costs of preparing any response to this RFQ/P. Proposals submitted after the deadline set forth above will **not** be accepted.

Thank you for your interest in working with the West Contra Costa Unified School District.

1. General Information.

- 1.1. The District is seeking Proposals from Firms to conduct a comprehensive review and assessment of existing heating, ventilation and air conditioning (“HVAC”) systems at the school sites listed in **Attachment “1” (“Sites”)**. The requested services are identified in **Attachment “2” (“Services”)**.
- 1.2. The District intends to seek funding or reimbursement for the Services from the California Energy Commission pursuant to the School Reopening Ventilation and Energy Efficiency Verification and Repair Program (“**Program**”). Accordingly, Firms must be familiar with the requirements of the Program and should possess the appropriate licensing and experience required to perform the Services in accordance with the Program.
- 1.3. Firms must have extensive experience with the Associated Air Balance Council, the National Environmental Balancing Bureau, and/or the Testing, Adjusting and Balancing Bureau, School Energy Efficiency Stimulus Program, the Office of Public School Construction (“OPSC”), the Uniform Building Code (“UBC”), Title 24 of the California Code of Regulations, the Division of the State Architect (“DSA”) and in the construction of public school facilities.

1. RFQ/RFP Schedule. The District intends to follow the schedule set forth below for the review and selection process.

EVENT	TIME, DATE
Pre-Proposal Meeting https://wccusd.zoom.us/j/92545949155	9:00 A.M., February 18, 2021
Deadline for Written Questions Regarding RFQ/P	5:00 P.M., February 19, 2021
Deadline District’s Response to Written Questions Timely Submitted	12:00 P.M., February 22, 2021
Proposals Due	4:00 P.M., March 1, 2021
Interviews	Week of March 8, 2021
Selection of Firm	March 2021

Note: The above dates and times are subject to change at the discretion of the District.

- 2. **Written Questions.** Questions regarding this RFQ/P must be received in writing and directed to Ellen Mejia Hooper at facilities_procurement@wccusd.net on or before Friday, February 19, 2021. The District may respond to questions presented via addenda to this RFQ/P.
- 3. **Scope of Services.**
 - 3.1. Firm must submit a Proposal identifying the ability and qualifications to perform the Services identified in **Attachment “2.”**
- 4. **Restrictions on Lobbying and Contact with District.** 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 responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process or the award of the contract with the District’s Governing Board, selection committee members, or any member of the Citizen’s Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Firms are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District’s Governing Board during a public meeting. Any violation of this provision shall

be grounds for disqualification.

5. **Conflict of Interest.** By submitting a Proposal, Firm warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of the Services under any contract awarded pursuant to this RFQ/P. Firm further covenants that it will not knowingly employ any person having such an interest in the performance of any contract awarded pursuant to this RFQ/P. Violation of this provision may result in any contract awarded being deemed void and unenforceable.
6. **Firm's Proposal.** Firm's Proposal must be consecutively numbered on each page and must include the following information, using the outline structure below, except as may be otherwise directed. Firm's Proposal shall **be no longer than twenty (20) pages, 8½" x 11" paper**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.
 - 6.1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its subconsultants, and what will make the Firm a good fit for work in the District.
 - 6.2. **Table of Contents.** A table of contents of the material contained in the Proposal.
 - 6.3. **Statement of Services & Schedule.** Prepare a comprehensive Statement of Services for which Firm is submitting its Response, and demonstrates Firm's understanding of the Services and work required for the Project. This approach should include a schedule and list of all anticipated tasks required for the completion of the scope.
 - 6.4. **Firm Information** - Provide a comprehensive description of the Services offered by Firm. The description should include the following:
 - 6.4.1. A brief history of Firm, and, if a joint venture, of each participating Firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
 - 6.4.2. Resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services. If the Firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on sub-consultant team members and information on recent and successful associations with designated sub-consultants.
 - 6.4.3. A statement of Firm's financial resources and insurance coverage. Include a certification of correctness or other documentation demonstrating the Firm's financial resources and stability.
 - 6.4.4. A statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).
 - 6.4.5. Letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than three (3).
 - 6.4.6. Provide a statement that Firm's Proposal shall remain valid for a period of not less than one-hundred eighty (180) days from the due date of the Proposal.
 - 6.4.7. Identify any information contained in the Proposal which Firm deems to be, and establishes as, confidential or proprietary and wants to be withheld pursuant to the California Public Records Act or the US Freedom of Information Act.

6.5. Prior Relevant Experience.

- 6.5.1. Describe Firm's experience in analyzing HVAC systems to verify proper and efficient operation in accordance with OSHA and California Energy Commission requirements.
- 6.5.2. Describe Firm's experience with identifying cost-effective energy efficiency upgrades or repairs.
- 6.5.3. Describe Firm's ability to provide Qualified Testing Personnel to prepare an assessment for each Site.
- 6.5.4. Attach an example of an assessment report previously prepared by Firm that would be comparable to the Services requested herein.
- 6.5.5. Describe Firm's plan to ensure Firm meets the schedule set forth by the District for performance of the Services.
- 6.5.6. Identify **up to five (5)** California public K-12 projects performed by Firm, which included an assessment and development of options for adding air conditioning to existing facilities. Please include the following information for each project:
 - 6.5.6.1. Name of district
 - 6.5.6.2. Scope of projects, description of services provided, and
 - 6.5.6.3. Firm person in charge of each project.

6.6. **Litigation.** All litigation arising from the project, if any. Provide information related to the issues in the litigation, the status of litigation, names of parties, and the outcome. This includes any litigation between a contractor and a school district in which Firm was or was not named.

6.7. **Additional Data.** Provide additional information about the Firm as it may relate to Firm's Proposal. This can include letters of reference or testimonials.

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

6.9. Compensation/ Fee Schedule.

- 6.9.1. Provide a current fee schedule for the types of service(s) that Firm offers. If referencing basic services costs, include typical staffing expectations and variations that the District could expect for specific types of projects, if applicable.
- 6.9.2. Provide detailed information on Firm's billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates by position for additional services. Provide example of the level of detail or substantiation of billing typically provided by Firm.
- 6.9.3. Firms are encouraged to provide pricing options for the District's consideration since the level of Services and staffing will vary over the course of providing Services and the District may need to utilize varied pricing structures accordingly, including hourly, task-based, and lump sum.

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

6.11. **COVID-19.** The selected Firm will be responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to performance of the Services in connection with COVID-19, and/or any similar virus or derivative strain. Firm

will be required to ensure it has supervisor employees that are trained and knowledgeable regarding these requirements to ensure full compliance on the Site(s) and in performing Services. These costs, if any, must be included in the Proposal and will not be considered “Extra Services.” Firm must confirm its acknowledgement of this requirement in its Proposal.

- 6.12. **Addenda Acknowledgement.** Firm must include an acknowledgment of addenda in its Proposal in a form that substantially complies with the following:

Receipt and acceptance of the following addenda is hereby acknowledged:

No. , Dated _____	No. , Dated _____
No. , Dated _____	No. , Dated _____
No. , Dated _____	No. , Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

- 6.13. **Agreement Form.** If Firm has any comments or objections to the Agreement, it shall provide those comments or objects in its Proposal. The Agreement specifies the Services generally, but the District reserves the right to adjust the Agreement and the Services as necessary prior to execution. Any Firm that mandates the use of Firm’s standard services contract, rather than utilizing the District’s standard contract will result in that Firm’s Proposal being judged non-responsive and the Proposal will be rejected.

PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the Firm’s Proposal is due. Firm’s Proposal must include one of the following statements:

“[INSERT FIRM’S NAME] (“Firm”) received a copy of the District’s standardized form of Agreement for Professional Services (“Agreement”) attached as Attachment 1 to the RFQ/P. Firm has reviewed the Agreement, including but not limited to, the indemnity provisions and professional insurance provisions contained in the Agreement. If selected to contract with the District, Firm has no objections to the use of the Agreement, without revisions. By virtue of submission of its Proposal, Firm declares that all information is true and correct.”

OR

“[INSERT FIRM’S NAME] (“Firm”) received a copy of the District’s standardized form of Agreement for Professional Services (“Agreement”) attached as Attachment 1 to the RFQ/P. Firm has reviewed the Agreement, including but not limited to, the indemnity provisions and professional insurance provisions contained in the Agreement. If selected to contract with the District, Firm has the following objections to the use of the Agreement: [FIRM TO INSERT ALL OBJECTIONS]. By virtue of submission of its Proposal, Firm declares that all information is true and correct.”

8. District’s Evaluation / Selection Process

- 8.1. **District Investigations.** The District may perform investigations of proposing Firms that extend beyond contacting the references identified in a Firm’s Proposal. The District intends to select one of the Firms— but reserves the right to select more than one Firm—that best meet(s) the District’s needs to perform the Services as described in this RFQ/P. From the Firms that provide Proposals to the District, the District may, at its discretion, interview some or all of those Firms. One or more Firms may be selected and recommended to the governing board of the District for approval (“Successful Firm”). The Successful Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services.

- 8.2. The District will evaluate qualifications based on the scoring criteria outlined in this Section. The District will be the sole evaluator of Firm’s qualifications.

Selection Criteria	Relative Weight (%)
Proposed Statement of Services	15
Schedule	20
Firm Information / Relevant Experience	20
Cost	25

9. **Final Determination and Award.** The District reserves the right to contract with any entity responding to this RFQ/P, to reject any Proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Proposals from or to contract with any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFQ/P.

10. **Protests.** Any protest regarding this RFQ/P must be submitted in writing to the District, before **5:00 p.m.** of the **THIRD (3rd)** business day following the date of notification by the District that a firm has been selected following the evaluation / selection process.

10.1. The protest must contain a complete statement of any and all bases for the protest.

10.2. The protest must refer to the specific portions of any documents that form the bases for the protest.

10.3. The protest must include the name, address and telephone number of the person representing the protesting party.

10.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest; and all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.5. The procedure and time limits set forth in this paragraph are mandatory and are each Firm's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

11. **Terms and Conditions.**

11.1. The District reserves the right to contract with any Firm responding to this RFQ/P for all or portions of the above-described Services, to reject any Proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever.

11.2. The District is not responsible for late delivery of a Proposal. It is the responsibility of the responding Firm to ensure that the Proposal is submitted on time to the District. Proposals that are received after the deadline may not be considered.

11.3. Responses to this RFQ/P will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

- 11.4. Issuance of this RFQ/P does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a response. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon successful negotiation of terms and fees as well as approval by the District's Board of Education.
- 11.5. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's work place. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each sub-consultant.
- 11.6. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting of all personnel who will visit school sites is also required. The District reserves the right to amend this RFQ/P by means of addenda.

Attachment "1"
List of District Sites included in Services

The **West Contra Costa Unified School District (WCCUSD)** covers the cities of El Cerrito, San Pablo, Pinole, and Hercules and the unincorporated areas of Bayview-Montalvin Manor, East Richmond Heights, El Sobrante, Kensington, North Richmond, and Tara Hills.



Elementary	# of rooms	Elementary	# of rooms	K-8	# of rooms	High	# of rooms
Bayview	34	King	26	Mira Vista	26	El Cerrito HS	60
Chavez	22	Lincoln	27	Montalvin	24	Greenwood	14
Coronado	29	Madera	18	Peres	35	Kennedy HS	48
Dover	35	Murphy	23	Stewart	23	Richmond HS	68
Downer	37	Olinda	9	Verde	20		
Fairmont	16	Riverside	21	Middle			
Ford	26	Shannon	14	Crespi	46		
Grant	26	Sheldon	25	DeJean	35		
Harding	23	Stege	20	Helms	45		
Highland	21	Tara Hills	24	Korematsu	32		
Kensington	26	Washington	24				

Attachment “2”
Scope of Services

The consultant shall prepare a report of the existing heating and ventilation systems and their current condition and propose options to achieve the District’s thermal comfort and air quality goals. The assessment shall include a review of the existing temperature control system and capacity of the electrical service. The all classroom/teaching stations at the following sites shall be assessed except for those in portable buildings.

Elementary	# of rooms	Elementary	# of rooms	K-8	# of rooms	High	# of rooms
Bayview	34	King	26	Mira Vista	26	El Cerrito HS	60
Chavez	22	Lincoln	27	Montalvin	24	Greenwood	14
Coronado	29	Madera	18	Peres	35	Kennedy HS	48
Dover	35	Murphy	23	Stewart	23	Richmond HS	68
Downer	37	Olinda	9	Verde	20		
Fairmont	16	Riverside	21	Middle			
Ford	26	Shannon	14	Crespi	46		
Grant	26	Sheldon	25	DeJean	35		
Harding	23	Steger	20	Helms	45		
Highland	21	Tara Hills	24	Korematsu	32		
Kensington	26	Washington	24				

Activities to include:

1. **Kick-off Meeting:** Upon receipt of a written Notice to Proceed consultant shall conduct a kick-off meeting with the District to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task, milestones, and schedule for progress meetings.

2. **Site Walks/Existing System Analysis:** The Consultant shall conduct a thorough assessment of the existing heating and ventilation system for the purpose of identifying the existing system type and recommending solutions for improving air quality and thermal comfort throughout the campuses. The district has a variety of systems including boiler systems, radiant heat, HVAC package units and heating/ventilation systems. The HVAC study should identify the system at each school and include an assessment of the follow attributes.
 - Number of spaces per unit (i.e. multi-zoned or single zoned)
 - Age and Condition of the unit
 - Capacity of the unit
 - Filter capacity of the unit
 - The capability of the unit to control outside air
 - The controls currently installed with the unit (i.e. CO2 sensors, EMS system)
 - If the unit provides cooling

As part of the assessment the following shall be considered:

- % of general glazing
- Number of operable windows
- Count of exterior doors
- Floor level

General school information

- Micro climate of the school location
- Electrical capacity

3. **Option Development:** The Team is to develop a menu of solutions for improved air quality and thermal comfort and rank them by most effective indicating which solutions are feasible for each site. The engineering team will be recommending solutions to upgrade each school to achieve the district’s thermal comfort and air quality goals of
 - 4-6 air changes per hour

- CO2 levels below 1000 ppm
- Tempered air within the range of 68 to 74 degrees +/- 2 degrees

The analysis metrics listed above should be discussed and a prioritization process established. Additional suggestion for short term solutions should be presented to improve thermal comfort and air quality at school sites, if available within the existing system. Options can include upgrades to controls, tempered air to keep the spaces at a maximum of 82 degrees or other measures that provide thermal relief and improve air quality during “hot day” events.

- 3.1. The options shall be reviewed with the District in two meetings
 - 3.2. Progress presentation of options will be given to the Facilities Committee
 - 3.3. A final recommended solution for each site will be identified
4. Final Document: The Recommendations Report findings will be written in a draft report and submitted to the Director of Facilities Planning and Construction in an electronic form (Microsoft Word and Excel). Report to include the preferred solution for each site and the Rough Order of Magnitude cost estimate including the cost of installing/modifying the system and any architectural/structural, site, or electrical changes required.
- 4.1. The Consultant shall incorporate the comments into the final Report after District Review. One hard copy and one electronic copy of the final report shall be given to the Director of Facilities Planning and Construction.
 - 4.2. A final summary presentation will be created for use at the Facilities Committee, Citizen Bond Oversight Committee (CBOC) and Board.

Additional Services

Consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out as an additional task in the Consultant’s Fee Schedule

Attachment “3”
Form of Contract

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
COMPREHENSIVE ASSESSMENT OF HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS MULTIPLE DISTRICT SITES
INDEPENDENT CONTRACTOR AGREEMENT FOR HVAC ASSESSMENT SERVICES**

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the ____ day of _____ in the year 20____, between the **West Contra Costa Unified School District ("District")** and **[Name of Contractor] ("Contractor")**. The District and Contractor may be individually referred to herein as a **"Party"** or collectively referred to herein as the **"Parties."**

RECITALS

WHEREAS, District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of professional services and advice, if those persons are specially trained, experienced and competent to perform the professional services required and if the services are obtained through a fair, competitive selection process; and

WHEREAS, the District is in need of such services and advice, has selected Contractor through a fair, competitive selection process and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District; and

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **SERVICES.** Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("**Services**" or "**Work**").
2. **TERM.** Contractor shall commence providing services under this Agreement on _____, 20____, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on _____, 20____. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **SUBMITTAL OF DOCUMENTS.** Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Insurance Certificates & Endorsements
- Bonds (as requested by District)
- Certifications
- W-9 Form

4. **CONTRACT AMOUNT/PRICE.** District agrees to pay the Contractor for all Services satisfactorily performed pursuant to this Agreement, in an amount not to exceed _____ Dollars (\$_____) ("**Contract Price**") payable as set forth below and in **Exhibit "B."**
 - 4.1. District shall pay Contractor the Contract Price within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work.
 - 4.2. Contractor must provide, to the District's satisfaction, appropriate substantiation for all Services or Work performed. Contractor shall properly support payment of all services, as further described herein, for each invoice or application for payment submitted by Contractor for its Services and Work. Failure to satisfy this requirement will result in Contractor's invoice or application for payment being rejected until District approves Contractor's full compliance herewith.

- 4.3. To substantiate Contractor's performance of the Services or Work, Contractor at a minimum must set forth (i) the date, (ii) location of the Services or Work, (iii) amount of time spent on each task performed that day, (iv) a sufficiently-detailed description of the Services or Work for the task and (v) the percentage of Work completed. Merely stating the date, task and total number of hours worked shall be deemed insufficient.
- 4.4. Contractor acknowledges that the District may fund the Services or seek reimbursement for payment to Contractor hereunder pursuant to the School Reopening Ventilation and Energy Efficiency Verification and Repair Program ("**Program**"). Accordingly, Contractor shall be required to conform its invoicing or application for payment documentation to the requirements of this Program. Any such requirements shall be performed by the Contractor at no additional cost to the District.
5. **EXTRA SERVICES.** District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in the Contractor's fee are "Extra Services." If the Contractor determines that Extra Services are necessary, then the Contractor may request from the District in writing the District's authorization to perform Extra Services. Any charges for Extra Services shall be paid by the District only upon certification that the claimed Extra Services were authorized, in writing, by the District and that the Extra Services have been satisfactorily completed. If any Services or Work are performed by the Contractor without prior written authorization by the District, the District will not be obligated to pay. Extra Services shall be requested, substantiated and paid as described in **Exhibit "B."**
- 5.1. **COVID-19.** Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to performance of the Services in connection with COVID-19, and/or any similar virus or derivative strain ("**Regulations**"). Contractor is required to ensure it has supervisor employees that are trained and knowledgeable regarding these Regulations to ensure full compliance on the Site(s) and in performance of the Services. These costs, if any, were required to be included in the Contractor's Proposal and Contractor acknowledged and agreed compliance with these Regulations would not be considered "Extra Services" after award of the Contract.
6. **EXPENSES.** Except as set specifically identified in **Exhibit "B"**, District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
7. **MATERIALS.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **INDEPENDENT CONTRACTOR.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor 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 Contractor's employees.
9. **STANDARD OF CARE.**
- 9.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor'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. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 9.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 9.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination

of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

- 9.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **ORIGINALITY OF SERVICES.** Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
11. **COPYRIGHT/TRADEMARK/PATENT.** Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **TERMINATION.**
- 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Contractor; or
- 12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.
- Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 12.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether such documents are final or draft documents.
13. **INDEMNIFICATION.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out

of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **RELEASE.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and deciding to perform the Work which will require Contractor to enter upon and into District’s Premises and that Contractor’s use of District’s Premises includes the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19 (collectively “Infectious Disease”). Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, subcontractors and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using District Premises for the performance of the Work.

15. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor’s performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

16. **INSURANCE.**

16.1. The Contractor 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.

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor’s performance of any portion of the Services. (Form CG 0001 and CA 0001)

16.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor 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.

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

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 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence	\$ 1,000,000

General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

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

- 16.2.1. 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."
- 16.2.2. 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.
- 16.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

16.3. **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.

17. **ASSIGNMENT.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

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

19. **LABOR CODE REQUIREMENTS.** Contractor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Contractor and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Contractor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.

20. **SUBCONTRACTORS.** Contractor may contract for or employ at Contractor's expense, subcontractors to the extent deemed necessary for completion of its Services or Work, licensed as required by applicable law. The names of subcontractors and a detailed scope of Work to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Contractor's

use of any subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Contractor contracts with or employs a subcontractor for the Work or Services, Contractor shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Contractor and the subcontractor, in compliance with applicable law; all Contractor payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Contractor under the terms of this Agreement.

21. **PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
22. **SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor 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.
23. **CONFIDENTIAL INFORMATION.** To the extent that the performance of Services requires Contractor to be provided, have access to or collect confidential information or District student data ("Confidential Information"), Contractor agrees to comply with all applicable requirements under the laws and regulations governing the Confidential Information, including the requirements of the U.S. the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment (PPRA), and the Children's Online Privacy and Protection Act ("COPPA"). Contractor shall use commercially reasonable administrative, physical and technical safeguards designed to secure the Confidential Information from unauthorized access, disclosure or use. Such efforts may include data encrypting, firewalls, and physical access controls to buildings and files. In the event Contractor knows or reasonably should know that an unauthorized party has gained access to or been disclosed any Confidential Information, Contractor shall promptly notify District and shall cooperate with any investigation of the breach or required third-party notification associated with the breached information.
24. **PUBLIC RECORD.** This Agreement and all requests for payment hereunder are subject to the public disclosure requirements of the California Public Records Act, Government Code sections 6250 et seq.
25. **EMPLOYMENT WITH PUBLIC AGENCY.** Contractor, if an employee of another public agency, agrees that Contractor 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.
26. **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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **DISTRICT'S RIGHT TO AUDIT.** District retains the right to review and audit, and the reasonable right of access to Contractor's and any subcontractor's premises to review and audit, the Contractor's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Contractor's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Contractor with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
 - 27.1. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

- 27.2. Contractor shall, without limitation, 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 27.3. Contractor shall include audit provisions in any and all its subcontracts and shall ensure that provision is binding upon all subcontractors.
- 27.4. Contractor shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Contractor's Work-related documents, records and information. The District's Audit Right and Contractor's compliance with the same, shall be at no additional cost to the District.
- 27.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Contractor not in accordance with the provisions of this Agreement, Contractor shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.
- 27.6. Contractor acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Contractor's control regardless if created, sent, received, stored, or maintained in a personal account or device of Contractor or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Contractor agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Contractor's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.
28. **DISTRICT'S EVALUATION.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 28.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 28.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
29. **NONAPPROPRIATION OF FUNDS.** In the event that the District's Governing Board fails to appropriate sufficient funds or determines that sufficient funds are not available to complete the Services, the District may terminate or suspend the completion of the Services at any time by giving written notice to Contractor. In the event that the District exercises this option, the District will pay for all Services completed or delivered to District for which value is received up to the date of the notice of termination. All work, materials and orders paid for pursuant to this provision shall become the property of the District.
30. **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.
31. **DISPUTES.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
32. **CONFIDENTIALITY.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to

maintain confidentiality shall extend beyond the termination of this Agreement.

- 33. **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:

West Contra Costa Unified School District
 1400 Marina Way South
 Richmond, CA 94804
 Tel: (510) 307-4545; Fax: (510) 231-2406
 ATTN: Luis Freese

[Contractor]

 Tel: _____
 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.

- 34. **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.
- 35. **ELECTRONIC SIGNATURE.** The Parties agree that this Agreement will be considered signed when the signature of a Party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 36. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District’s administration offices are located.
- 37. **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.
- 38. **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.
- 39. **AGREEMENT NUMBER.** The District will issue an agreement number for this Agreement as part of the District’s fiscal accounting and payment procedures. The agreement number shall be included in all requests for payment hereunder. The District may change the agreement number during the term of the Agreement. The District’s revision of an agreement number shall not be considered a material or substantive change to the Agreement.
- 40. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 41. **AUTHORITY OF EXECUTING OFFICER OR PARTY.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
- 42. **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.

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

West Contra Costa Unified School District

[Contractor]

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Luis Freese

Print Name: _____

Its: Associate Superintendent

Its: _____

Information regarding Contractor:

Contractor: _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

Individual Sole Proprietorship

Partnership Limited Partnership

Limited Liability Company

Corporation, State: _____

Other: _____

EXHIBIT A
Scope of Services

Contractor shall perform the following Services at the listed school sites:

Elementary	# of rooms	Elementary	# of rooms	K-8	# of rooms	High	# of rooms
Bayview	34	King	26	Mira Vista	26	El Cerrito HS	60
Chavez	22	Lincoln	27	Montalvin	24	Greenwood	14
Coronado	29	Madera	18	Peres	35	Kennedy HS	48
Dover	35	Murphy	23	Stewart	23	Richmond HS	68
Downer	37	Olinda	9	Verde	20		
Fairmont	16	Riverside	21	Middle			
Ford	26	Shannon	14	Crespi	46		
Grant	26	Sheldon	25	DeJean	35		
Harding	23	Stege	20	Helms	45		
Highland	21	Tara Hills	24	Korematsu	32		
Kensington	26	Washington	24				

Scope of Services:

The consultant shall prepare a report of the existing heating and ventilation systems and their current condition and propose options to achieve the District's thermal comfort and air quality goals. The assessment shall include a review of the existing temperature control system and capacity of the electrical service. The all classroom/teaching stations at the listed sites shall be assessed except for those in portable buildings.

Activities to include:

1. **Kick-off Meeting:** Upon receipt of a written Notice to Proceed consultant shall conduct a kick-off meeting with the District to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task, milestones, and schedule for progress meetings.
2. **Site Walks/Existing System Analysis:** The Consultant shall conduct a thorough assessment of the existing heating and ventilation system for the purpose of identifying the existing system type and recommending solutions for improving air quality and thermal comfort throughout the campuses. The district has a variety of systems including boiler systems, radiant heat, HVAC package units and heating/ventilation systems. The HVAC study should identify the system at each school and include an assessment of the follow attributes.
 - Number of spaces per unit (i.e. multi-zoned or single zoned)
 - Age and Condition of the unit
 - Capacity of the unit
 - Filter capacity of the unit
 - The capability of the unit to control outside air
 - The controls currently installed with the unit (i.e. CO2 sensors, EMS system)
 - If the unit provides cooling

As part of the assessment the following shall be considered:

- % of general glazing
- Number of operable windows
- Count of exterior doors
- Floor level

General school information

- Micro climate of the school location
- Electrical capacity

3. Option Development: The Team is to develop a menu of solutions for improved air quality and thermal comfort and rank them by most effective indicating which solutions are feasible for each site. The engineering team will be recommending solutions to upgrade each school to achieve the district’s thermal comfort and air quality goals of
- 6 air changes per hour
 - CO2 levels below 1000 ppm
 - Tempered air within the range of 68 to 74 degrees +/- 2 degrees

The analysis metrics listed above should be discussed and a prioritization process established. Additional suggestion for short term solutions should be presented to improve thermal comfort and air quality at school sites, if available within the existing system. Options can include upgrades to controls, tempered air to keep the spaces at a maximum of 82 degrees or other measures that provide thermal relief and improve air quality during “hot day” events.

- 3.1. The options shall be reviewed with the District in two meetings
- 3.2. Progress presentation of options will be given to the Facilities Committee
- 3.3. A final recommended solution for each site will be identified

4. Final Document: The Recommendations Report findings will be written in a draft report and submitted to the Director of Facilities Planning and Construction in an electronic form (Microsoft Word and Excel). Report to include the preferred solution for each site and the Rough Order of Magnitude cost estimate including the cost of installing/modifying the system and any architectural/structural, site, or electrical changes required.
- 4.1. The Consultant shall incorporate the comments into the final Report after District Review. One hard copy and one electronic copy of the final report shall be given to the Director of Facilities Planning and Construction.
 - 4.2. A final summary presentation will be created for use at the Facilities Committee, Citizen Bond Oversight Committee (CBOC) and Board.

Schedule:

	_____, 20__
	_____, 20__
	_____, 20__
	_____, 20__
	_____, 20__

Proposal Assumptions:

EXHIBIT B
Schedule of Fees and Charges and
Criteria for Billing Extra Services

1. **Extra Services.** If Contractor is authorized by District, in writing to perform Extra Services, the following rates and billing shall be used to compensate Contractor for Extra Services satisfactorily performed:

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

Job Title	Hourly Rate
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

1.2. District shall not be liable to Contractor for any other costs or expenses paid or incurred by Contractor in performing Extra Services. Expenses shall not be charged on Extra Services above the Hourly Rates set forth above.

2. **Billing for Extra Services.** Contractor shall bill the District for Extra Services as follows:

2.1. Extra Services shall be billed for on an hourly basis and per-item basis. Extra Services shall not exceed the total amount authorized by the District.

2.2. The District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after Contractor submits an invoice to the District for Extra Services actually completed and after the District’s written approval of the Extra Services, or the portion of the Extra Services for which payment is to be made.

2.3. Contractor must provide, to the District’s satisfaction, appropriate substantiation for all Extra Services performed on an hourly basis. Contractor shall properly support payment of all hourly services, as further described herein, for each invoice or application for payment submitted by Contractor for its Extra Services. Failure to satisfy this requirement will result in Contractor’s invoice or application for payment being rejected until District approves Contractor’s full compliance herewith.

2.4. To substantiate Contractor’s hourly performance of the Extra Services, Contractor at a minimum must set forth (i) the date, (ii) location of the Extra Services, (iii) amount of time spent on each task performed that day, (iv) a sufficiently-detailed description of the Extra Services for the task, and (v) the day’s total number of hours. Merely stating the date and total number of hours worked shall be deemed insufficient.

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

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

Workers' Compensation (Labor Code Sections 1860-1861). In accordance with Labor Code section 3700, every Contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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.

Conflict of Interest (Public Contract Code Section 10365.5; Government Code Sections 1090 et seq., & 87100 et seq.). Contractor certifies that no employee, officer, agent, consultant, or subcontractor of Contractor has any financial interest or business relationship with the District, District's staff or any individual member of the District's governing board, or that no such District board member(s) or staff will obtain a financial interest or present or anticipated benefit from the this Agreement that would constitute a conflict of interest under California Public Contract Code section 10365.5; Government Code sections 1090 et seq. or 87100 et seq., pertaining to conflicts of interest in public contracting.

Criminal Investigation/Fingerprinting (Education Code Sections 45125.1 – 45125.2). Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at:) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will always limit contact between Contractor's employees and District pupils; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____ **Title:** _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law-Sex Offenders (Penal Code Section 290.46). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all 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 Consultants of the Contractor.

Tobacco-Free Environment (20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies). All District sites, including the Project site, are tobacco-free environments.

Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

Contractor is aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and will adhere to the requirements of that policy and not permit any of Contractor's firm's employees, agents, subcontractors, or Contractor's firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

Tuberculosis Clearance. Contractor's responsibility for tuberculosis clearance extends to Contractor's employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Contractor.

Contractor certifies that at least one of the following items applies to the Services or Work provided hereunder:

- The Contractor ensures that any person providing any portion of the Services has submitted to an examination within the past 60 days to determine that he/she is free of active tuberculosis, by a physician or surgeon. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Contractor's Services hereunder will be provided at an unoccupied school site only and/or will not be performed on any District property and no employee and/or subcontractor or supplier of any tier shall come in contact with District pupils.

Drug-Free Workplace (Government Code Sections 8355-8357). Contractor will provide a drug-free workplace by doing all the following:

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

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

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

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

Health & Safety. Contractor must comply with the policies, safety protocols and practices established by the District, the Health Officer of the County of Contra Costa, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective

equipment, site safety protocols, community infectious disease spread reduction plan, and communication matters (collectively “Health & Safety Policies”) in effect as of the date of this Contract and as may be revised during the performance of Work. Contractor must always review and implement the Health & Safety Policies in its performance of Work, including the work of Contractor’s consultants and subcontractors.

Contractor’s employees, agents, subcontractors, any subcontractor’s employees or agents and any other person that may enter upon the Project site for purpose of performing Contractor’s Work, will not be allowed to enter the Project site if they have a fever, cough or other COVID-19 or infectious disease symptom(s).

Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any of its employees, agents, subcontractors, or subcontractors’ employees or agents to comply with the requirements of the Health & Safety Policies on the Project site.

ACKNOWLEDGEMENT AND CERTIFICATION FOR ALL CERTIFICATIONS REQUIRED BY THIS CONTRACT

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____