



**Irvine Unified School District
Consultant Pool
Request For Qualifications
Environmental Services**

September 28, 2021

I. OVERVIEW

- A. The Irvine Unified School District (“District”) seeks to solicit experienced firms specializing in environmental services for K-12 school facilities to submit qualifications for the purposes of establishing a consultant pool for upcoming projects. Firms deemed qualified, may be asked to submit a fee proposal, through a separate Request For Proposal, for specific services on K-12 school facility projects which may include new construction, modernizations, renovations, or expansions.
- B. The District anticipates the consultant pool to consist of 8 to 15 experienced firms.
- C. Selection of firms will be based on their ability to meet and exceed the criteria established within the District’s Request For Qualifications (“RFQ”), however, if a firm is selected to be in the consultant pool, it does not guarantee award of future work.
- D. Once the consultant pool has been established, a Request For Proposal for a specific project will be issued to a shortlist of firms, typically between three (3) to four (4) firms. The creation of a shortlist will be based on a firm’s RFQ submittal and their experience with similar K-12 school facility projects. This shortlist process may vary by project with the District reserving the right to select a firm from the consultant pool to perform services on a specific project. If a firm is selected to provide services, they will be required to execute an Irvine Unified School District’s standard agreement (refer to Section IX for a sample agreement).

II. BACKGROUND

- A. Located in Orange County, California, the Irvine Unified School District is committed to the highest quality educational experience for its students. The District enrolls over 35,000 K-12 students in its forty (40) school sites which includes twenty-four (24) elementary schools, four (4) K-8 schools, six (6) middle schools, five (5) comprehensive high schools, and one (1) alternative high school. In addition, the District’s educational programs include an Early Childhood Learning Center, Transitional Kindergarten, San Joaquin Schools (blended learning), Irvine Adult Transition Program, Irvine Adult School, and Irvine Virtual Academy. The District’s school calendar includes a traditional calendar and a year-round calendar. The District and the City of Irvine have formed a unique partnership through the Irvine Child Care Project. This program allows before and after-school child care for kindergarten through 6th grade students enrolled within the District.
- B. The District has nationally recognized schools with student performance well-above state and national comparisons. Since becoming a unified district in 1972, the District’s neighborhood schools are a clear reflection of the neighborhoods they serve. Open enrollment policies, on a space-available basis, encourage and support parental choice. Collectively, the contributions of creative site-based management teams; talented and caring teachers; involved parents; and supportive business and community leaders have made student achievement a top priority. For more information visit www.iusd.org.

III. REQUEST FOR QUALIFICATIONS DUE DATE AND TIME

- A. Responses to the RFQ must be submitted as follows:
 - Date: Tuesday, October 19, 2021
 - Time: 2:00 pm
 - Location: Irvine Unified School District – Facilities Planning and Construction Services Department
2015 Roosevelt, Irvine, CA 92620

IV. GENERAL INFORMATION

- A. Upon obtaining the RFQ, all firms must immediately register with the District Contact in order to receive subsequent notifications and/or addenda to the RFQ. It is solely the firm’s responsibility to properly and timely register with the District Contact. The District will not be responsible for firms failing to register.
- B. District Contact
 - 1. The registration email shall include the firm’s full business name, business address, business phone number, and primary and secondary point-of-contact with corresponding emails. The registration email shall be emailed to the following individual:

Irvine Unified School District – Facilities Planning and Construction Services Department
Ms. Bethany Short, Construction Services Specialist | bethanyshort@iusd.org | (949) 936-5322
- C. Questions or clarifications shall be submitted as a Request for Information (RFI).
 - 1. All RFIs shall be in writing and emailed to the District Contact. District will not be responsible for RFIs sent to anyone but the District Contact.
 - 2. All RFIs must be submitted by the date stated under Section VIII. RFIs received in a timely manner will be responded to in the form of an addendum. RFIs received after the deadline will not receive a response.
 - 3. Each firm shall be responsible for ensuring they receive all notifications and addenda.
 - 4. The District will not be scheduling or accepting requests to tour District school sites or facilities. Any firm visiting or touring sites during school hours will be excluded from further consideration for this RFQ.

V. SUBMITTAL REQUIREMENTS

- A. Each firm responding to the RFQ shall submit one (1) electronic copy on a flash drive, in a Portable Document Format (PDF), and three (3) printed copies in a sealed envelope marked as follows:

Irvine Unified School District – Facilities Planning and Construction Services Department
2015 Roosevelt, Irvine, CA 92620
Attention: Ms. Bethany Short, Construction Services Specialist
Request for Qualifications for Consultant Pool – Environmental Services
[insert due date and time]
[insert name of firm]
- B. Copies shall be printed in color, double-sided, on 8 ½” x 11” paper, and bound.
- C. RFQ submittal shall be limited to fifteen (15) pages, double-sided. Page limit does not include front and back covers, table of contents (if included), letter of interest, divider tabs, detailed resumes, detailed project data sheets, and supplemental information.
- D. Firms interested in submitting an RFQ shall not contact members of the Board of Education (“Board”) or District staff with the exception of the District Contact. Firms who contact any member of the Board or District staff will be excluded from further consideration for this RFQ. Any oral communication with District staff or District Contact concerning this RFQ shall not be binding or excuse the firm of the requirements set forth in this RFQ.
- E. Statements found in the RFQ submittal to be incomplete, inaccurate, or misleading may deem the firm non-responsive and/or negatively affect the evaluation of the RFQ submittal.
- F. Firms submitting an RFQ submittal shall be responsible for all expenses in preparing their submittal. The District shall not be responsible or have any obligation for these expenses.
- G. Refer to Section IX for anticipated scope of services.

VI. SUBMITTAL CONTENTS

- A. The submittal shall include the following sections, separated by divider tabs:
 - 1. Letter of Interest
 - 2. Qualifications
 - 3. Experience
 - 4. Project Team
 - 5. Attachments.
- B. Letter of Interest
 - 1. At a minimum, the letter shall include the following three (3) paragraphs:
 - a. Firm legal name, type of firm (e.g., sole proprietorship, Limited Liability Company, corporation, etc.), years in business under current name, address, telephone number, and name of principal contact. If two (2) or more firms are forming a joint venture or partnership, include specific information for each firm.
 - b. A statement on why the firm believes they are most qualified for the consultant pool.
 - c. Acknowledgement of addenda issued as part of the RFQ. If none issued, acknowledge accordingly.
 - 2. Letter must be signed by representative of firm who is authorized to bind the firm by contract.
- C. Qualifications
 - 1. Describe firm's experience working for California K-12 school districts.
 - 2. Provide additional information related to firm's qualification.
- D. Experience
 - 1. Provide a list of ten (10) completed construction projects for California K-12 school districts where the firm was the lead firm on the project.
 - a. Completed construction projects must be within the past ten (10) years.
 - i. Include, to the extent possible, the school district, contact, project name, construction value, start and finish dates, and construction delivery method, e.g., design-bid-build, lease-leaseback, construction management multiple prime, etc. Include a description of the project and project highlights.
 - 2. Provide a list of at least three (3) California K-12 school districts as a reference.
 - a. Include, to the extent possible, the district representative most familiar with firm's services, title, email, and telephone number. Provide the name of the construction project pertaining to the district representative.
 - 3. Provide a list of the firm's litigation history over the past ten (10) years.
 - a. Include litigation, specific to construction projects, that are current, pending, or resolved. Identify if the firm is either a plaintiff or defendant. Include outcome of resolved lawsuits.
- E. Project Team
 - 1. Submit an organizational chart of the proposed team including subconsultants, if any. Identify lines of communication between the team.
 - a. Provide resumes for individuals on the proposed team. For each individual, include the role and responsibility they will take on the project(s), specific job title, education, professional licenses, certifications, years in the construction industry, and experience with K-12 school facility projects.
 - b. Provide company information on subconsultants being proposed, if any. Include resumes for key individuals listing similar information requested above.

F. Attachments

1. As necessary, include detailed resumes, project data sheets, and other supplemental information relevant to the firm.

VII. SELECTION PROCESS

A. Recommendations to the Board will be based upon, but not limited to, the following criteria:

1. Conformance with the RFQ including organization, clarity, and completeness of the RFQ submittal,
2. Qualifications and experience of firm as it pertains to California K-12 school facilities,
3. References from California K-12 school districts,
4. Past litigation, and
5. Proposed Project Team including individuals and subconsultants.

B. The District reserves the right to accept or reject any and all submittals.

C. District staff will recommend a list of firms to the Board for inclusion into the consultant pool. There will not be a minimum or maximum number of firms in the consultant pool, however, District staff anticipates the consultant pool to consist of 8 to 15 experienced firms.

VIII. RFQ SCHEDULE

A. The following activities and dates represent the RFQ schedule. Revisions, if necessary, to the activities and/or dates will be issued through an addendum.

- | | |
|---------------------------------------------------|------------------------------------|
| 1. Request for Qualifications available | Tuesday, September 28, 2021 |
| 2. Last date to submit Request For Information | Tuesday, October 12, 2021 |
| 3. Last day to issue Addenda | Friday, October 15, 2021 |
| 4. Due date for Request for Qualifications | Tuesday, October 19, 2021 @ 2:00pm |
| 5. Recommendation for Board of Education Approval | Tuesday, November 16, 2021 |

IX. EXHIBITS

A. The list of exhibits below is intended to provide general information on potential projects. Once a Request For Proposal is issued, these exhibits will be modified and tailored to each specific project. These exhibits are not intended to be all inclusive and will vary by project.

1. Exhibit A: Project Description
2. Exhibit B: Project Schedule
3. Exhibit C: Scope of Services
4. Exhibit D: Independent Contractor Agreement - Sample
5. Exhibit E: Certificate of Liability Insurance - Sample



Irvine Unified School District
Consultant Pool
Exhibit A – Project Description
Environmental Services
September 28, 2021

I. OVERVIEW

- A. The Irvine Unified School District (“District”) has over 40 school sites with the oldest school constructed in the late 1960s. The District continues to construct new schools, modernize, expand, and modify schools and support services facilities.

II. PROJECT TYPES

- A. District projects have varied from an addition of a 960 square foot leased classroom relocatable classroom building to a new 90,000 square foot school. Individual construction project costs have ranged between \$25,000 to \$50 million. Over the past five (5) years, completed projects include:
1. Bond Measure E Improvements (passed in 2016)
 - a. Modernization of elementary schools
 - b. Construction of a new performing arts center
 - c. Construction of new music classroom buildings
 - d. Construction of new science classroom buildings
 - e. Expansion of K-6 schools
 2. New Construction
 - a. Construction of a new K-6 elementary school
 - b. Construction of a new K-8 school
 3. Expansion
 - a. Addition of a new nutrition services building
 - b. Placement of new relocatable classroom buildings.

III. CONSTRUCTION DELIVERY METHODS

- A. Traditionally, the District procures contractors through either the Design-Bid-Build method (single general contractor) or Construction Management Multiple Prime method (multiple prime contractors). At this time, the District anticipates continuing to use these procurement methods.
- B. Depending on the project, the District may hire a construction management firm to provide management services during the preconstruction phase and another firm to provide services during the construction phase/close-out phase.

IV. FUTURE PROJECTS

- A. The District anticipates additional funds from the sale of future General Obligation Bonds (Measure E), developer fees funds, and other fund sources. Projects funded through these sources may include:
1. New relocatable classroom buildings
 2. New buildings (music, nutrition services, multipurpose, gym, etc.)
 3. Modernization of schools and facilities
 4. Expansion of schools.



Irvine Unified School District
Consultant Pool
Exhibit B – Project Schedule
Environmental Services

September 28, 2021

I. OVERVIEW

- A. The Irvine Unified School District (“District”) implements a collaborative and communicative process on every project. District staff ensures stakeholders are involved throughout the process from the beginning of a project to its completion. A typical project includes the following stakeholders:
1. School sites (administration, staff, students, parents, and community)
 2. Facilities Planning and Construction Services
 3. Maintenance, Operations, and Transportation
 4. Fiscal Services
 5. Risk Management (Safety and Security)
 6. Nutrition Services
 7. Education Services (Visual Arts and Performing Arts and Special Education)
 8. Information Technology
 9. Consultants
 10. Contractors and vendors.

II. SCHEDULE

- A. The District will provide a summary project schedule identifying milestone dates and durations for various tasks. This project schedule will follow a traditional four (4) phased project approach: preconstruction, bid and award, construction, and close-out as expanded below:
1. Preconstruction Phase
 - a. Planning/Programming (feasibility studies)
 - b. Schematic Design
 - c. Design Development
 - d. Construction Documents
 - e. Division of State Architect (DSA) review and approval
 2. Bid and Award Phase
 - a. Bid Period
 - b. Award Phase
 3. Construction Phase
 - a. Mobilization
 - b. Submittal Review
 - c. Fabrication
 - d. Construction
 4. Close-out Phase
 - a. Punchlist Completion
 - b. DSA close-out.

III. DETAILED DESIGN AND AGENCY APPROVAL SCHEDULE

- A. The architect will be responsible for developing and implementing a detailed design phase schedule concluding at the start of the bidding phase.

IV. DETAILED CONSTRUCTION SCHEDULE

- A. The construction management firm will develop a detailed master construction and close-out schedule which will be incorporated into the contract documents. During construction, the construction management firm will update the master construction schedule on a regular basis.

V. PROJECT DURATIONS

- A. Project durations are predicated upon the school site and/or facility needs. Whenever possible, projects will be scheduled and completed in a sequential, more conventional, manner. Construction of these projects could take between six to twelve months and occur while students and staff are on-site. In some situations, the project may need to be expedited and completed when students are not on campus during the summer break (10-weeks).



Irvine Unified School District
Consultant Pool
Exhibit C – Scope of Services
Environmental Services

September 28, 2021

I. OVERVIEW

- A. The environmental firm shall provide services related to the Irvine Unified School District (“District”) projects.
- B. The District reserves the right to issue two (2) separate contracts for the work: a contract for environmental investigation, sampling, and report and a contract for environmental monitoring, sampling/testing, and reporting. The execution of an environmental investigation, sampling, and report contract does not guarantee a firm will be awarded the environmental monitoring, sampling/testing, and reporting contract.

II. REQUIREMENTS

- A. At the time of contract award to the environmental firm and throughout the life of the contract, the environmental firm shall maintain all licenses and/or certifications required by the State of California and Federal Regulations, as applicable.
- B. Reports prepared by the environmental firm shall be signed by a California Certified Asbestos Consultant, Certified Industrial Hygienist and/or California Department of Public Health Lead Inspector/Risk Assessor.
- C. The environmental firm shall be familiar with typical business practices, including, but not limited to, proper meeting conduct, business finances, critical path scheduling, and project management.

III. SCOPE OF SERVICES

- A. The anticipated scope of services generally includes, but are not limited to, the following:
 - 1. Environmental Investigation, Sampling, and Abatement Recommendations
 - a. Attend design-related meetings, as required.
 - b. Review all District available environmental reports.
 - c. Provide an investigation of the proposed project site, buildings, structures, etc., including but not limited to the following:
 - i. Perform a non-destructive test and/or sampling of the mechanical/electrical/plumbing system and building components to identify
 - (i) Asbestos, asbestos containing materials, and suspected asbestos containing materials
 - (ii) Lead containing materials
 - (iii) Mercury containing materials
 - (iv) Polychlorinated Biphenyl containing materials
 - (v) Refrigerants, including freon
 - (vi) Hazardous chemicals and/or solvents
 - ii. If destructive investigation is required, immediately notify the District prior to proceeding with the work.
 - d. Develop abatement and removal procedures to be incorporated into the District’s Construction Bid Documents.
 - e. Prepare cost estimates for abatement and removal identified.
 - 2. Environmental Monitoring, Sampling/Testing, and Reporting
 - a. Attend construction-related meetings, as required.
 - b. Conduct a kick-off meeting prior to the start of abatement activities.

- c. Review and advise on all notifications, including those sent to the State agencies having jurisdiction on the project.
- d. Review contractor's submittals, shop drawings, product data as it pertains to the environmental work, including the contractor's abatement procedures, resumes and certifications of all workers.
- e. Maintain an on-site presence to observe and monitor abatement activities.
- f. When required, monitor and sample air during abatement activities.
- g. Upon completion of abatement activities, inspect and ensure that all specified materials have been properly removed as required by applicable regulations.
- h. Assist the District in preparing and submitting Procedure 5 Plans.
- i. Assist the District with chain-of-custody documentation for all materials removed from the District sites. Ensure that disposal sites are properly identified and permitted to receive such materials.
- j. Review final submittals and reports to ensure that all specifications and regulations have been met.

IV. SERVICES AND/OR CONSULTANTS PROVIDED BY DISTRICT

- A. Architectural Design Services
- B. Construction Management Services
- C. DSA Project Inspector
- D. Geotechnical Services
- E. Surveying Services
- F. Materials Testing and Special Inspection
- G. Labor Compliance Consultant
- H. Commissioning Agent
- I. Stormwater Pollution Prevention Plan.

Exhibit D – Independent Contractor Agreement
Environmental Services

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby dated this **XX day of Month, 20XX** (the “Effective Date”) between the Irvine Unified School District (**School Site**), hereinafter referred to as “DISTRICT,” and **Contractor’s Name, address, and phone number**, hereinafter referred to as “CONTRACTOR.”

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

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special Services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. CONTRACTOR shall provide **XXXXXXXXXXXXXXXXXXXX**, hereinafter referred to as “Services”.

2. Term. CONTRACTOR shall commence providing Services under this AGREEMENT on **Month day, 20XX** and will diligently perform as required and complete performance by **Month day, 20XX**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for Services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Amount In Words Dollars (\$XXXX.XX)**. DISTRICT shall pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR’s invoice detailing the services rendered.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing Services for DISTRICT.

5. Independent Contractor. CONTRACTOR, in the performance of the Services pursuant to this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents 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 Workers’ Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this AGREEMENT. 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.

6. Materials. CONTRACTOR 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. CONTRACTOR's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

7. Originality of Services/Intellectual Property. CONTRACTOR agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by CONTRACTOR to the DISTRICT in connection with the Services set forth in 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. CONTRACTOR further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by CONTRACTOR to the DISTRICT and/or used in connection with the Services set forth in this AGREEMENT, reflect the intellectual property of, and copyright interests held by DISTRICT and shall not be copied or used in whole or in part by CONTRACTOR without DISTRICT's express written permission. CONTRACTOR understands and agrees that all Content produced under this AGREEMENT is the property of DISTRICT and cannot be used without DISTRICT's express written permission. CONTRACTOR acknowledges and agrees that DISTRICT shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the DISTRICT.

8. Termination. 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 (3) days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) 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 ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required Services from another contractor. If the cost to the DISTRICT to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the CONTRACTOR, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the Services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

10. Insurance. CONTRACTOR shall insure CONTRACTOR's activities in connection with the Services under this AGREEMENT and agrees to carry insurance to ensure CONTRACTOR's ability to adhere to the indemnification requirements under this AGREEMENT.

10.1 CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

a. Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall

include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

b. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage.

c. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

d. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT.

e. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

10.2 No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT.

11. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

12. Compliance With Applicable Laws. The Services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to

secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, the Services, equipment and personnel engaged in Services covered by this AGREEMENT or accruing out of the performance of such Services.

- 12.1 Fingerprinting. Education Code section 45125.1 requires that employees of a Contractor providing certain services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Contractor and/or Contractor's employees will have limited or no contact with District's students. In making this determination, the District will consider the totality of the circumstances. If the District has determined that fingerprinting is required, whether or not the Services are one of those listed in Section 45125.1, the Contractor expressly agrees that Contractor and all of Contractor's current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Contractor and/or Contractor's current and subsequent employees shall not come in contact with students until the Department of Justice has ascertained that the Contractor and/or Contractor's employees have not been convicted of a serious or violent felony. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and shall provide to the District a list of names of its employees who may come in contact with students. Contractor shall fulfill these requirements at its own expense. The District may require the Contractor and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

The Services and scope of work defined in this Agreement

will

will not

require the CONTRACTOR to submit to fingerprinting.

CONTRACTOR's Initials: _____

13. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or any pre-paid fees shall be refunded on a pro-rated basis.

14. 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.

15. 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.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersedes any prior or contemporaneous understanding or AGREEMENT with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

District:
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attn: Asst. Superintendent, Business Services

Contractor:
Company Name
Address
City, State, Zip
Attn:

20. 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.

21. 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 attorneys' fees.

22. Headings. The headings contained in this AGREEMENT are provided exclusively

for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This AGREEMENT may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the AGREEMENT, and the AGREEMENT shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this AGREEMENT warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

26. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein, if applicable.

This AGREEMENT is hereby dated as of the Effective Date.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Name: John Fogarty
Title: Asst. Superintendent, Business Services
(a Board Authorized IUSD rep. will sign for IUSD)
IUSD Board Approved: **Date**

By: _____
Name: **Name**
Title: **Title**
Taxpayer Identification No.: **Number**

Exhibit E - Certificate of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MANDATORY REQUIREMENTS	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	REQUIRED UNLESS REDUCED/WAIVED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/WAIVED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER Professional Liability and/or Sexual Abuse/Molestation	MAY BE REQUIRED	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

CERTIFICATE HOLDER Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
----------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY

(INSERT INSURED NAME)

COVERAGE DOCUMENT

(INSERT POLICY NUMBER)

ADMINISTRATOR

(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

Additional Covered Party:

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604

Description of Activities:

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature
MUST APPEAR ON THE ENDORSEMENT PAGE