



**SOLANO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM**

**REQUEST FOR QUALIFICATIONS (RFQ #21-003)
RENEWABLE ENERGY CONSULTANT SERVICES POOL**

I. INTRODUCTION

In November 2012, the voters approved Bond Measure Q for facility improvements at the Solano Community College District (“District”). Funding is planned for new construction, renovations, and infrastructure. The District serves approximately 10,000 students across its main Fairfield Campus, and its two centers located in Vacaville and Vallejo.

The District is considering the development of renewable energy systems on its campuses and district facilities, in-order to reduce long-term utility costs and to support a more sustainable future for students and the community.

II. REQUEST FOR QUALIFICATIONS

At this time, the District is seeking to establish a pool of qualified firms to provide Renewable Energy Consulting Services for Capital Projects. The specific scope of services is further described below in this RFQ. The pool will include firms who understand the wide range of Renewable Energy Project needs inherent to community college bond programs, who are sufficiently experienced to meet those needs, and are located within reasonable distance from the District’s campuses.

Experienced firms interested in being considered for inclusion in this pool must submit a Statement of Qualifications (“SOQ”) as set forth in this Request for Qualifications (“RFQ”), which defines the services sought by the District and generally outlines the requirements for submittal. The actual number of teams selected for the pool will vary based on qualifications and the right fit for the District. **Selection into the Pool does not guarantee selection for any specific project.**

Respondents to this RFQ must e-mail a copy of their completed SOQ in writing (PDF format) as further described herein, to:

Attn: Noe Ramos, Project Manager
noe.ramos@solano.edu

NON-MANDATORY VIRTUAL PRE-SUBMITTAL CONFERENCE, 1:30 P.M., WEDNESDAY, JANUARY 6th, 2021, via Microsoft Teams (web-based platform). All interested parties must send a request to participate to Noe Ramos (noe.ramos@solano.edu).

ALL RESPONSES ARE DUE BY 2:00 P.M. on FRIDAY, JANUARY 22nd, 2021.

All questions or requests for clarifications regarding this RFQ are to be sent by e-mail to Noe Ramos (noe.ramos@solano.edu) on or before MONDAY, JANUARY 13th, 2021.

III. LIMITATIONS

The District reserves the right to contract with any firm responding to this RFQ. The District makes no representation that participation in the RFQ process or selection for inclusion in the pool of qualified teams will lead to an award of contract or any other consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ. The awarding of contracts for specific services, if at all, is at the sole discretion of the District.

The District reserves the right to reject any or all SOQs, waive any irregularities or informalities not affected by law, evaluate the SOQs submitted, include or exclude entities in or from the pool of qualified teams, and award a contract, if any, in a manner that best serves the interests of the District at a reasonable cost to the District.

The District affirms that minority and other disadvantaged business enterprises will be afforded full opportunity to submit a response to this RFQ, and that no responding individuals will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability during consideration for the award.

IV. RESTRICTIONS ON LOBBYING AND CONTACTS

From the date of issuance of this RFQ and ending on the date of the establishment of the Pool of qualified firms, no person or entity submitting an SOQ, nor any officer, employee, representative or agent representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board, selection committee members, District's Program Manager, any member of the Citizens' Bond Oversight Committee, or any District employee except for requests for clarification and questions as allowed herein. Any such contact may be grounds for disqualifying the person, firm or entity submitting an SOQ.

V. PROSPECTIVE PROJECTS

The District's Bond Program projects include, but are not limited to; new construction, renovations, and infrastructure projects. The District's recently updated Facilities Master Plan and additional planning documents are available on the District's Website for reference, <http://www.solano.edu/measureq/planning.php> .

VI. SCOPE OF SERVICES

The scope of services may vary for each individual project but generally is intended to include full renewable energy consulting services from analysis and planning, through preconstruction, design, construction, and post-construction phases of specific projects. The scope of services may include, but is

not limited to, some or all of the following as required by each project. Providing specialized assistance in procurement of renewable energy systems and contracts, including assistance regarding financing and ownership options, system selection, system sizing, energy storage options, procurement documentation and process.

Consultants would be responsible for analyzing potential project sites and developing Requests for Proposals (RFPs) for the supply and installation of renewable energy systems and management of those contracts. Consultants will be expected to have a thorough understanding of, and extensive experience in, renewable energy projects in California Community Colleges. Consultant should also have a thorough understanding of Utility Companies, Governmental Grants, and Incentive Programs that could be of benefit to the District.

VII. SUBMITTAL FORMAT

Firms responding to this RFQ must follow the format below. Material must be in 8-1/2 inch x 11 inch format, portrait orientation. Submittals should include divider tab labels with boldface headers as listed below (i.e., first tab titled “**Cover Letter**”, second tab “**Relevant Firm Qualifications**”, etc.). Submittals are limited to a maximum twenty (20) numbered pages (double-sided counts as two pages) of printed material excluding tabs, table of contents and covers. The appendix is not included in the page count.

Provide one (1) electronic copy of the SOQ via e-mail.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

1. Cover Letter

- Identify the name of the proposing firm and type of organization (e.g., Sole Submitter, Joint Venture).
- Provide a brief history of the proposing firm.
- Provide a summary of the firm’s philosophy and capabilities.
- Summarize proposing firm’s most relevant qualifications and experience.
- Identify key firm members.
- Provide name, telephone number, and e-mail address of primary contact person.
- Acknowledge any addenda issued.
- Cover Letter shall be signed by authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principle sign on behalf of each party of the joint venture.
- Acknowledge and understand that successful firms will be required to sign a standardized agreement. A sample agreement is attached to this RFQ as “Exhibit A”. In addition, the District may also choose to enter into a Master Services Agreement with prequalified consultants at a later date.

The following statement must be included in the Cover Letter:

“[Submitter’s name] has received a copy of the standardized Independent Consultant Agreement used by Solano Community College District (District), including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, [submitter’s name] has no substantive objections to the use of this agreement.”

2. Relevant Firm Qualifications

- Describe your firm’s approach to ensuring that project design stays within client construction cost budget during the design phase.
- Describe your firm’s approach to cost estimating, including some history of cost estimates versus actual bid amount, on three school (K-12, community college or university) projects awarded in the last five years.
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines.
- Describe your firm’s experience with California DSA (Division of the State Architect) and code requirements.
- Describe your firm’s experience with utility companies and government utility programs within the State of California.
- Describe your firm’s experience with alternative project delivery methods and approach for identifying the best fit for a given project.
- Describe why your firm would be the best fit for this Program. What distinguishes your firm from others?

3. Firm Summary

- Identify location(s) of office(s) from which projects will be staffed.
- Identify key individuals being proposed. Briefly state each individual’s qualifications and experience relevant to the requested services and the scope of each’s anticipated involvement in the assignment.
- Provide an organizational chart.
- Include a current Fee Schedule, per hour for proposed firm member(s).
- Any State of California certifications for your firm (i.e., Small Business or Disabled Veteran Business Enterprise status).
- License or Registration Number for Professional Engineering Staff.

4. Relevant Project Experience

Provide information about prior services provided by your team in the last seven (7) years on at least seven (7) and no more than ten (10) Public Works projects, including at least five (5) projects on higher education campuses (preferably Community Colleges).

Provide the following information for each project listed:

- Project Name, Type of Project, Location and Contract Completion Date.
- Construction Cost and Delivery Method of Project.

- Key Individuals of the Proposing Entity who were involved and their roles in the project.
- Owner's name and name of owner's contact person; including title, telephone and e-mail address (to be contacted for reference).

5. Litigation History

Provide a five-year summary of the firm's litigation, arbitration and negotiated/settlement history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. Failure to provide the requested information, or responses that assert attorney-client privilege, may be deemed as non-responsive to this SOQ.

6. Appendix (not included in page count)

- Resumes for key individuals.
- Additional information pertinent to this submittal (optional).

VIII. SELECTION CRITERIA

Each SOQ must conform with and be responsive to the requirements set forth in this RFQ. Incomplete SOQs may be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. SOQs will be evaluated on the basis of submittals, additional investigations, and/or interviews.

1. Submittal Evaluation

A selection committee will evaluate all SOQs as submitted based on Section "VII. Submittal Format", including but not limited to;

- Firm and Staff Qualifications.
- Demonstrated experience with Projects for California Community Colleges, other California Higher Education campuses, and California K-12 school projects.
- Demonstrated experience maintaining project budgets during design.
- Timeliness of work and ability to meet schedules.
- Consultant's experience with DSA, Local and State Regulations.
- Firm's experience with Utility Companies, Government Grants, and Government Programs.
- Experience working on Projects with different types of delivery methods.
- Current commitments and capacity, entity's ability to handle several simultaneous projects.
- Location of firm's nearest office and accessibility to Projects.
- Reputation of individual firms as determined by references from previous clients.
- Litigation history.

2. District Investigations

The District reserves the right to investigate and rely upon information from other available sources in addition to documents or information submitted in the SOQ. The District may also ask a submitting firm to submit additional information pertinent to the review process.

3. Interviews

The District, at its sole discretion, may elect to interview one or more submitting firms. The interview will provide an additional opportunity for the District's selection committee to review the firm's qualifications and experience, and other matters the committee deems relevant.

If a firm is requested to come for an interview, the Key Individuals listed in the SOQ must attend the interview.

Following the evaluation process, the selection committee will make recommendations to the District regarding selection of firms for inclusion in the Qualified Pool.

4. Final Determination and Award

The District reserves the right to contract with any firm responding to this RFQ for all or any portion of the work described herein and/or in an Agreement offered to the firm, to reject any SOQ as non-responsive, and/or not to contract with any firm submitting an SOQ for the services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ, including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful proposing firm will be given the option to not agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing entity.

The Respondent's SOQ package, and any other supporting materials submitted to the District in response to the RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

IX. PUBLIC RECORD

To the extent that SOQs submitted in response to this RFQ are public record under California Law, they may be released if requested by members of the public.

X. REQUEST FOR QUALIFICATIONS SUMMARY SCHEDULE

The following RFQ Schedule identifies the key milestones and deliverables for the RFQ. The District reserves the right to change the dates on the schedule below without advanced notice, schedule shall only be modified by addenda. It is the submitter’s responsibility to verify dates.

DATE	EVENT	TIME/ DEADLINE
WEDNESDAY, DECEMBER 23, 2020	Release of RFQ #21-003	
WEDNESDAY, JANUARY 6, 2021	Non-Mandatory Pre-Submittal Conference (Via Microsoft Teams)	1:30 P.M.
WEDNESDAY, JANUARY 13, 2021	Deadline for submittal of written questions to District concerning RFQ	
MONDAY, JANUARY 18, 2021	Answers to written questions via addendum	
FRIDAY, JANUARY 22, 2021	Deadline for Submittal	2:00 P.M.
FRIDAY, JANUARY 29, 2021	If required, release of short-listed teams selected for interview	
FEBRUARY 1, 2021 – FEBRUARY 3, 2021	Interviews of short-listed teams if determined by the District that interviews are required	
WEDNESDAY, FEBRUARY 17, 2021	Anticipated Board of Trustees Approval of Qualified Pool	

WE THANK YOU FOR YOUR INTEREST IN THIS CONSTRUCTION PROGRAM

EXHIBIT "A"

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at _____ ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide services to assure that [INSERT PROJECT DESCRIPTION] will comply with the requirements of the consultant's services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this Agreement shall be for the duration of Services described hereto unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Consultant shall provide all Services as indicated in the schedule attached as Table 1 to Exhibit "A."
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Other: _____

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

- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work

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actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services produce is as follows:

- 4.1.1. _____
- 4.1.2. _____
- 4.1.3. _____
- 4.1.4. _____
- 4.1.5. _____

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

4.3. **[OPTIONAL]** If Consultant works at more than one site, Consultant shall invoice for each site separately.

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

5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

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

7.1. _____

8. **Performance of Services.**

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

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

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- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.]

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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 Consultant; or

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

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

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

14. Insurance.

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

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

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising

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injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession.

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

14.2.1. 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."

14.2.2. 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.

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

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

14.3. **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.

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

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance,

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rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **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.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **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

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deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District

4000 Suisun Valley Road

Fairfield, CA 94534

[FAX]

ATTN: _____

Consultant:

[NAME]

_____, California 9_____

[FAX]

ATTN: _____

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

25. 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.

26. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

27. 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.

28. 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.

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

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

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

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

EXHIBIT "A"

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

34.Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

35.Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

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

Dated: _____, 20__

Dated: _____, 20__

Solano Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

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

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

EXHIBIT "A"

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

EXHIBIT "A"

INDEPENDENT CONSULTANT AGREEMENT EXHIBIT "A" DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement. **[IF A CONSULTANT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

The Scope of Services may vary for each individual project but generally is intended to include full consultant services through the design and construction phases of the specific projects. The Scope of Services may, as required by the project, include site evaluation and investigation, preparation of biddable documents, construction administration and assistance in development of a Project Budget for the specific project. The Consultant may be required to meet, as needed, with District Facilities staff, neighborhood organizations, and upper level District administrators for project development.