

LGRAND UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR NEW PLAYGROUND

Qualifications Deadline Date

December 3, 2021 at 4:00PM

Submit to:

**LGrand Union Elementary School District
13071 East Le Grand Rd.
Le Grand, CA 95333-0027
Attn: Scott Borba**

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PURPOSE OF THE RFQ:

By way of this Request for Qualifications ("RFQ"), the Le Grand Union Elementary School District ("District") seeks Statements of Qualifications ("SOQ") from Architecture Firms ("Consultant") to provide architectural and engineering services for the District's new playground project ("Project") at its' Elementary School ("Site"). The purpose of this RFQ is to obtain information that will enable the District to select a Consultant(s) that can assist the District in connection with architectural design, engineering, construction administration and related work associated with the Projects. Each Consultant responding to this RFQ should be prepared and equipped to provide full service to the District in an expeditious and timely manner so as to enable the District to meet critical time deadlines and schedules. All qualified architectural firms, including local firms, are encouraged to submit a SOQ.

RFQ TIMELINE:

Request for Qualifications Issued.....	November 4, 2021
Deadline for Submittal of Questions.....	November 19, 2021
Responses to the Questions Submitted	November 23, 2021
Due Date for Submittal of Qualifications.....	December 3, 2021 by 4:00 pm
Anticipated Technical Interview	December 9, 2021
Anticipated Board Presentation with Q&A	December 14, 2021
Anticipated Board Approval Date	January 11, 2022
Notification of Selected Consultant	January 14, 2022

QUESTIONS AND CLARIFICATION OF THE RFQ

Questions and requests for explanation or clarifications of any kind in regard to this RFQ shall be made in written form and submitted via email to Scott Borba at sborba@lgelm.org; by no later than 4:00 p.m., December 3, 2021.

CONTENTS OF THE SOQ

Consultants must submit one original, two hard copies, and a digital copy (on a thumb drive) of the SOQ. All SOQs should address the following items in the order listed below. The SOQ shall demonstrate the qualifications, competence, and capacity of the Consultant:

1. **Cover Letter/Letter of Interest** - Include a cover letter, addressed to Scott Borba, Superintendent, stating the eligibility of the Consultant to respond to this RFQ, a brief description of the Consultant and statement of interest.
2. **Table of Contents** - The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers.
3. **Consultant's Data "Attachment 2"** - Each Consultant must completely answer the questions in Attachment 2 of the RFQ. Note: **Questions may be answered in other sections of the SOQ if clearly and conspicuously**

identified and referenced on the questionnaire. The following shall be stated:

a. **Description of Consultant** - Include a description of qualifications for providing design services on California school construction projects. Include information regarding the size of Consultant's company, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The Consultant shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.

b. **Consultant's Personnel and Staffing Resources** – Consultant shall submit with its SOQ, resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, but not be limited to, the following information: (a) Education; (b) Years of relevant experience; (c) Professional registrations, certifications and affiliations (d) project-specific experience with focus on public projects and emphasis on K-12 projects providing architectural and engineering services, including dates and durations of each project listed and the name of the firm where employed. Consultant shall include an affirmative statement that the Consultant and all assigned key professional staff are currently licensed to perform the services and hold all proper business or other required licenses. Given your current and planned workload, describe whether you have the capacity to handle the Projects in an expedient manner to meet scheduled deadlines,

Identify any proposed subconsultants and any other relevant disciplines. List professional license numbers and dates as well as business address, telephone number and fax number for such subconsultants. Disciplines that might be included are civil, structural, mechanical, plumbing, and electrical engineers and landscape architects. Include brief resumes and related experience for appropriate members of these firms. Explain the subconsultant's technical capabilities in quality control and assurance procedures, including coordination of design disciplines, complying with program requirements and conformance with Federal/State/Local applicable code requirements.

c. **Capacity & Methodology** - Describe how the Consultant will provide services and fulfill the requirements and expectations of the District and this RFQ. Use this section to address the ability of Consultant to undertake and accomplish the required scope of services while meeting any deadlines; the Consultant's record of meeting schedules and deadlines of other clients; advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Describe the Consultant's ability to provide architectural and engineering services exclusively and in a timely manner for the District and the Consultant's

commitment to providing personnel assigned to District's Projects. Information should be furnished for both the respondent and any subconsultants included in the SOQ.

d. **Experience** - Description of past performance and related experience. Each Consultant is required to submit a list of its most relevant consulting services provided in the past five (5) years that are of the approximate size of services described in the Scope of Services identified in the sample Architectural Services Agreement, attached hereto as Attachment 1. The list shall include: (1) the size of the project, (2) scope of the work, (3) dates services were performed, (4) number of hours of service for the project, (5) DSA close-out/certification status of the project, (6) client's name and address, and (7) client contact name and phone number.

If applicable, specify the architectural and engineering services the Consultant has provided for the District previously. State the name and scope of each project, and the beginning and ending dates of services.

e. **Financial Information** - Furnish, as an appendix, financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of the Consultant. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the responses and award of ensuing contracts.)

f. **Change Order Data** - Provide change order data for school construction projects performed in the last five (5) years, including projects listed under Project Specific Experience (Item 3, Section d). Include original estimates of project costs and a brief explanation of the change orders. List the purpose of the change order and by whom and why it was requested.

g. **Customer Service Commitment** - Describe Consultant's philosophy and approach for providing outstanding customer service.

h. **Local Business Participation** - Describe the Consultant's plan for inclusion of local businesses in the services to be provided for the District. A locally-owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the County or the City where the District maintains an office.

i. **Litigation** - Furnish and provide specific information on any termination for default, litigation settled, or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years. Identify if the Consultant or any employee of the Consultant is a party to an existing dispute with an owner, owner's consultants or contractors, related to any project for which the Consultant

provided architectural and engineering services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Consultant has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

j. **Additional Information** - Consultants are encouraged to provide additional information or a description of resources the Consultant feels is pertinent to the RFQ. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

4. **Billing Rates and Reimbursable Expenses "Attachment 3"** - Provide billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. If applicable, Consultant's SOQ should include estimates for certain standardized components of the architectural and/or engineering services process. Provide Consultant's typical fee schedule as applicable as well as any sub-consultant fees or services that may be needed.

Provide the proposed billing rate for each proposed discipline and employee. Consultant's proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit and all other expenses the Consultant will incur in providing architectural and/or engineering services. Provide any planned escalation rate for future years if already determined. All other services not included herein shall be negotiable as required.

All proposed reimbursable expenses shall be directly related to the services required for the Projects and must be supported by proper documentation and prior District authorization. Reimbursement shall not exceed cost plus five percent (5%).

Note: The District does not reimburse travel expenses to and from District offices and/or Project sites.

Note: Additional service fees shall be negotiated with the selected firm on a lump sum basis.

5. **Insurance Requirements** – Consultants must have the ability to secure insurance coverage and provide Proof of Certificate of Insurance, as described below:

Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- Owned, non-owned and hired vehicles;
- Blanket contractual;
- Broad form property damage;
- Products/completed operations; and
- Personal injury;

Professional liability insurance, including contractual liability, with limits of \$2,000,000 per claim;

Workers' Compensation Insurance shall be maintained, in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Consultant from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Consultant upon or in connection with the work.

6. **Equal Employment Opportunity (EEO) Certification "Attachment 4"** – Each responding firm must certify that compliance with the federal EEO requirements is met.
7. **Worker's Compensation Insurance Certification "Attachment 5"** – Complete and sign the Worker's Compensation Insurance Certification form. Consultants shall describe the outcome of design and construction-related claims, if any, filed against the firm's general liability or professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability and Auto Liability or a statement of liability shall be required from the successful firm according to the terms of this RFQ.

At a minimum, the following documents will be required of the selected Consultant(s):

- Proof of DOJ Fingerprinting clearance
- W-9 Form (IRS Form 1099)

PREPARATION AND SUBMITTAL OF THE SOQ

SOQ Submittal and Deadline

One original, two hard copies and a digital copy (on a thumb drive) of the SOQ must be submitted under sealed cover by no later **than 4:00 p.m. on December 3, 2021**. Label the outside of the sealed SOQ envelope or box with your company name, SOQ title and RFQ deadline.

SOQs shall be delivered to the attention of:

Le Grand Union Elementary School District
13071 East Le Grand Rd.
Le Grand, CA 95333-0027
Attn: Scott Borba

It is the sole responsibility of the Consultant submitting a response to this RFQ to ensure that its RFQ and any amendments are actually received by the District prior to the deadline time and due date. Unless this RFQ is extended by a written amendment, SOQs received after the time on the due date will not be considered. Faxed or emailed SOQs will not be accepted.

SOQ Completeness

SOQs shall be completed in all respects as required by the instructions herein. A SOQ may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A SOQ will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the SOQ.

District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of Consultant's responding to the RFQ including, but not limited to, the Consultant's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the firm and will not be reimbursed by District.

District shall not pay for any costs incurred for SOQ or contract preparation as a result of termination of this RFQ or termination of the contract resulting from this RFQ.

Right to Use Ideas

All SOQs and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFQ. Selection or rejection of the SOQ shall not affect this right.

Modification or Withdrawal Of RFQ

Consultant may modify or withdraw a SOQ after submission by written request of withdrawal and re-submission, provided that the SOQ withdrawal is prior to the due date deadline specified.

Amendments

Consultants are advised that the District reserves the right to amend this RFQ at any time. Amendments will be done formally by providing written amendments to all potential Consultants known to have received a copy of the RFQ and/or by publishing the amendment on the District's website: www.legrand.k12.ca.us

Equal Opportunity

The Consultant shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state

guidelines. Legal residents of the United States of America shall be used in providing all services under this RFQ.

Consultant shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, in the performance of the work including but not limited to, preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the firm or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful Consultant agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

Complete the Equal Opportunity Certification form, attached herein as Attachment No. 4, and return with the SOQ.

Waiver or Breach Thereof

No term or provision of this RFQ shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

Covenant against Gratuities

The Consultant warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the firm or any agent or representative of the firm, to any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the Agreement. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the firm agreed to supply shall be borne and paid for by the firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

Indemnification and Insurance

The Consultant, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the design professional in regard to the delivery of the services required under this RFQ. Further, the successful Consultant(s) will be required to provide to the District evidence and the amount of Errors and Omissions Insurance i.e. Professional Liability Insurance currently in effect. Limits for Errors and Omissions Insurance are

\$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named as additional insured.

Conflict of Interest

The Consultant is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFQ.

Independent Contractor

The Consultant represents itself as an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the District. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

Precedence of Documents

The contract between the District and the successful firm(s) shall consist of (1) this RFQ and any amendments thereto, (2) the SOQ submitted by the Consultant to the District in response to the RFQ, and (3) the firm agreement included herein to be executed with the successful Consultant(s). In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the firm's SOQ. In all other matters not affected by the written clarification, if any, the RFQ shall govern.

Compliance with Laws

In connection with the furnishing of services or performance of work under this RFQ, the firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

SOQ EVALUATION, AWARD AND AGREEMENT

SOQ Evaluation:

A District SOQ Evaluation Committee will determine which, if any, SOQ is in the District's overall best interest to accept. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing Consultant. The District may request any or all proposing Consultants to participate in a presentation and/or interview in regards to their SOQ. Invited firms may be required to set up and conduct a tour of its most representative work for the Evaluation Committee to review. The invited Consultants must be able to be available for the presentation and/or interview within two (2) days of the request, unless another date has been agreed upon.

The District reserves the right to conduct negotiations with any number of proposing Consultants, as determined by the District, for entering into contract agreements.

Evaluation Criteria:

The evaluation of SOQs will include, but not be limited to, the following criteria:

1. **SOQ Packet** - Completeness and clarity of SOQ content.
2. **Firm Qualifications, Experience & References** - Company size, years in business, licenses and certifications, etc. Experience and expertise of the firm in providing school construction projects of comparable size and scope, especially a K-12 school district.
3. **Firm's Personnel and Staffing Resources** - Professional qualifications and specialized experience of the proposed staff including the quality of the Consultants professional personnel to be assigned to District Projects; the quality of the Consultants management support personnel to be available for technical consultation and/or assistance; and the Firm's plan for recruiting and utilizing local businesses.
4. **Capacity & Methodology** - Current capacity and likelihood of the firm to successfully meet the needs of the District and fulfill the requirements of each Agreement issued within the timelines given.
5. **Experience and References** – Experience and expertise of the firm in providing similar services to other public entities of comparable size and scope, especially a California public school district.
6. **Financial Stability. Local Businesses Participation and Customer Service** – The solvency of the responding Consultants, involvement and integration of the local businesses in the overall services, willingness and availability of the firm to assist the District in the assessment, evaluation, administration, procedures, presentations and reporting regarding any assignment related to the District Projects.
7. **Fee Schedule** – Rate schedules as outlined in Attachment 3.

GENERAL TERMS AND CONDITIONS

District Obligation

Receipt of SOQs in response to this RFQ does not obligate the District in any way. The District reserves the right to accept or reject any or all SOQs, to waive any irregularities or informalities in any SOQ or in the RFQ process.

Award of Contract

This RFQ implies no obligation to award contracts to any Consultant. If it is in the best interest of the District, the District retains the sole and absolute right to select the Consultant that best meets the District's requirements. The award is subject to

acceptance by the Governing Board of the LGrand Union Elementary School District. The Consultant that is awarded a contract pursuant to this RFQ shall be required to enter into a standard Architectural Services Agreement prepared by the District that is substantially and materially similar to the Architectural Services Agreement attached hereto as Attachment 1.

Approval to Start Work

The successful Consultant may perform work once an Architectural Services Agreement has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for work done, even in good faith, prior to approval of the Architectural Services Agreement and purchase order issuance by the District.

Ownership of Documents

All SOQs and materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFQ shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Consultants. Selected Consultant agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

Joint Ventures

Where two or more firms desire to submit a single response to this RFQ, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.

Firm's Power and Authority

The Consultant warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, firm declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

Disputes

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation under the American Arbitration Association's Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

Fingerprinting

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all Consultants having any contact with students without having first obtained clearance from the State Department of Justice. All assigned Consultant personnel shall comply with the fingerprinting clearance law prior to providing services at any District sites.

ATTACHMENT 1 – SAMPLE AGREEMENT

(Attached)

ATTACHMENT 2 – CONSULTANT QUESTIONNAIRE

The Consultant shall furnish all the following information accurately and completely for the Consultant and each of the proposed staff. Failure to comply with this requirement may cause rejection of the Consultant's qualifications. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Consultant and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A - GENERAL INFORMATION

- (1) Consultant name, address and contact information:

- (2) Telephone:_____ Facsimile:_____

Email and Internet Addresses:_____

- (3) Type of business entity: (check one)

Individual _____ Partnership _____ Corporation _____

- (4) Names and titles of all principals/officers of the Consultant:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____.

(a) If yes, give Consultant name, address and certification or license number.

Name _____

Address _____

License No. (if any) _____

(7) How many years has Consultant been in business under its present business name?

(8) How many years of experience does Consultant have providing similar services?

(9) For how many public agencies has Consultant provided similar services?

(10) Please list the public agencies, including any school districts that Consultant has provided similar services for:

(11) Please attach a short history of the Consultant including whether it is local,

national, or international business entity, as well as approximate number of employees. Also provide the number of offices and locations.

- (12) Identify Architectural and Engineering Services performed for other school districts in accordance parameters described above.
- (13) Describe how Consultant has successfully provided Architectural and Engineering Services such as those described herein.
- (14) Describe the unique or innovative programming approaches utilized on previous projects.

SECTION B - LEGAL

- (15) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

- (a) If yes, provide the name of the public agency and briefly detail the dispute:

- (16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? _____.

- (a) If yes, provide details including the name of the other party:

(17) Is Consultant, owners, and/or any principal or manager involved in or is Consultant aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If yes, provide details:

(18) Is Consultant, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

(19) Does Consultant maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(20) Will Consultant comply with all District, local, State and Federal legal requirements, regulations and laws? _____.

SECTION C - ADDITIONAL INFORMATION

(21) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D – CONFLICT OF INTEREST

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Consultant Questionnaire pages one through four is true and correct.

Executed this ____ day of _____, 20__, at _____,

State of _____

Company Name

Signature

Title

Print Name

ATTACHMENT 3 – FEE SCHEDULE AND REIMBURSABLE EXPENSES

Fee proposal shall include the percentage of construction cost that shall be billed for projects when the method of compensation is determined to be by percentage of construction cost.

Size	Construction Cost	Percentage of Architect's Fee
Small Projects	Under \$100,000	
	\$100,000 - \$500,000	
	\$500,000 - \$1,000,000	
	\$1,000,000 - \$3,000,000	
Medium Projects	\$3,000,000 - \$5,000,000	
	\$5,000,000 - \$7,500,000	
	\$7,500,000 - \$10,000,000	
Large Projects	Greater than \$10,000,000	

REIMBURSABLE EXPENSES

Consultant(s) shall list the reimbursable expenses, if any, on a unit cost basis.

Reimbursable Expense	Unit Cost

The only reimbursements that will be paid to consultants shall be for actual cost of incidental materials and services authorized by the District. Reproduction of bidding documents shall be coordinated with the District printing vendor. Travel expenses and mileage are non-reimbursable.

BILLING RATES

Do rates include travel charges?

☐

Yes

☐

No

Job Title	Hourly Rate	Daily Rate (min - max)

Effective Dates of Rates

Signature

NOTE: All licensed professionals in responsible charge of the work **MUST** be directly employed by the responding Consultant and **NOT** employed as a Sub-Consultant. Consultant will ***propose*** an all-inclusive hourly fee for all Services describe in the RFQ. Consultant's proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. All other Services not included herein shall be negotiated as required.

ATTACHMENT 4 – EQUAL OPPORTUNITY CERTIFICATION

To: Le Grand Union Elementary School District, 13071 East Le Grand Rd., Le Grand,
CA 95333-0027

Consultant: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This Consultant is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

This is to certify that we are an Equal Opportunity Employer and have made a good
faith effort to improve minority employment.

Signature _____

Title _____

Date _____

ATTACHMENT 5 – CONSULTANT'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

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

Signature

Name of Principal

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 awarding body prior to performance of any work under this contract.)