

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
(LABOR / SKILLED AND TRAINED WORKFORCE COMPLIANCE CONSULTING SERVICES)

THIS AGREEMENT is made and entered into on May 5,2021 (“Agreement”), by and between Kurey & Associates (“Consultant”) and Livermore Valley Joint Unified School District (“District”). Consultant and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

- 1. Services. The District is authorized by Gov. Code § 53060 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 those persons are specially trained and experienced and competent to perform the special services required. The Consultant shall furnish to the District the following services (“Services” or “Work”):

The Consultant shall provide labor compliance and skilled and trained workforce compliance consulting services to the District as specified in Exhibit A attached hereto. The Consultant warrants that it is specially trained, licensed and experienced and competent to perform the Services required by the District.

- 2. Price & Payment. The Consultant shall furnish the Services to the District for an agreed upon price not to exceed Fifty-Eight Thousand Nine Hundred Eighty-Six Dollars (\$58,986.00) (“Agreement Price”). Consultant shall prepare a detailed and itemized invoice, to the District’s reasonable satisfaction, that reflects the time spent by the Consultant in performing its Services pursuant to this Agreement. The Agreement Price shall be made in accordance with the following provisions, the Terms and Conditions, and Exhibit A attached hereto.

- a. District shall pay all undisputed amounts to Consultant for Services satisfactorily rendered within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District’s written approval of the Services, or the portion of the Services for which payment is to be made.

- 3. Agreement Time. The Services shall be completed on a project by project basis timeline further defined in project specific proposals, “Exhibit A”.

- 4. Insurance: Consultant shall have and maintain insurance in force during the Term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Consultant’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained. The failure to obtain the insurance coverage as provided herein prior to commencing the Services shall constitute a material breach of this Agreement.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence
Workers Compensation	Statutory limits pursuant to State law
Employers’ Liability	\$1,000,000
Professional Liability (E&O), as appropriate (claims-made)	\$1,000,000

- 5. Terms & Conditions. The Consultant has read and agrees to comply with the Terms & Conditions. INITIAL HERE: \_\_\_\_\_.

- 6. Submittal of Documents. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following documents required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Workers’ Compensation Certificate
--	---

<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

7. **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 sent by overnight delivery service, addressed as follows:

**District:**

Livermore Valley Joint Unified School District  
685 East Jack London Blvd.  
Livermore, CA 94551  
ATTN: Kim McNeely, Bond Program Director

**Consultant:**

Kurey & Associates  
1264 DuPont Court  
Manteca, CA 95336  
ATTN: Kate Kurey

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service.

**ACCEPTED AND AGREED** on the date indicated below. By signing this Agreement, Consultant certifies, under penalty of perjury, that all the information provided in the Agreement Documents is true, complete, and correct:

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Livermore Valley Joint Unified School District**

**Kurey & Associates**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Information regarding Consultant:**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social Security Number  
**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES**

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.
2. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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.
4. **Standard of Care.**
  - 4.1. 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's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
  - 4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
  - 4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
  - 4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** 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.
6. **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.
7. **Termination.**
  - 7.1. **Without Cause 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.
  - 7.2. **Without Cause 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.
  - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 7.3.1. material violation of this Agreement by the Consultant; or
    - 7.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
    - 7.3.3. Consultant is adjudged a bankrupt or 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 exceeds the cost of providing the Services 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.

7.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.
9. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
10. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the District's governing board and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the

scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any 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.

11. **Permits/Licenses.** Consultant and all Consultant'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.
12. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
13. **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.
14. **Labor Code: Consultant and Subconsultant Registration and Compliance. (IF APPLICABLE)** Consultant acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work may be a public work to which Labor Code section 1771 applies and, if so, those services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Consultant represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5. Consultant shall furnish its CPRs to the Labor Commissioner of California and comply with any applicable enforcement by the Department of Industrial Relations.
15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the 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. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

16. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
17. **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 three (3) 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.
18. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 18.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 18.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
19. **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.
20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
21. **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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
22. **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.
23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
24. **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.
25. **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.
26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**WORKERS' COMPENSATION CERTIFICATION &  
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that 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 proof satisfactory 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 Services of this Agreement.

(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 Agreement.)

---

One of the two boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services:

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

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

**[MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute here for both certificate(s) on behalf of Consultant.

Date: \_\_\_\_\_  
Name of Consultant or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Services**  
**and**  
**Payment Information**

**Scope of Services**

**A. Labor Compliance Consulting Services**

Consultant shall provide professional services related to compliance with labor provisions applicable to the District's project(s). All services shall be provided on an as-needed basis and only upon specific direction from the District. Consultant's professional services shall extend to consultation related to any and all provisions regarding labor compliance, and shall include, without limitation, the following:

1. Consultant shall receive construction contract awards / work schedules from the District.
2. Consultant shall participate in pre-job conference / job-start meeting(s) and provide all required information regarding the contractor's and District's obligations in connection with the District's project(s), including:
  - a. The contractor's duty to pay prevailing wage under Labor Code section 1770 *et seq.*
  - b. The contractor's duty to employ registered apprentices on the public works project under Labor Code section 1777.5.
  - c. The penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment under Labor Code sections 1775, 1777.7, and 1813.
  - d. The requirement to keep and submit copies upon request of certified payroll records ("CPR(s)") under Labor Code section 1776, and penalties for failure to do so under Labor Code section 1776(g).
  - e. The prohibition against employment discrimination under Labor Code section 1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
  - f. The prohibition against accepting or extracting kickbacks from employee wages under Labor Code section 1778.
  - g. The prohibition against accepting fees for registering any person for public work under Labor Code section 1779, or for filling work orders on public works under Labor Code section 1780.
  - h. The requirement to list all subcontractors under Public Contract Code section 4100 *et seq.*
  - i. The requirement that the contractor be properly licensed and require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed under Labor Code section 1021 and under the California Contractors License Law, Business and Professions Code section 7000 *et seq.*
  - j. The prohibition against unfair competition under Business and Professions Code sections 17200-17208.
  - k. The requirement that the contractor be properly insured for Workers Compensation under Labor Code section 1861.
  - l. The requirement that the contractor abide by the occupational, safety, and health laws and regulations that apply to the Project.

3. Once a District project commences, Consultant shall review all certified payroll records (“CPRs”) and ensure that all contractors timely provide CPRs.
4. Consultant shall audit payroll records, when necessary. Audits shall meet the requirements set forth in CCR, Title 8, Subchapter 4, Appendix B. Consultant shall request, in writing, any and all back-up documentation from contractors when required to perform an audit including, without limitation, timecards, cancelled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, daily logs, employee sign-in sheets, and any other record maintained for the purpose of reporting payroll.
5. As part of its review and audit of CPRs, Consultant shall ensure that each contractor is complying with all applicable apprenticeship requirements pursuant to Labor Code section 1777.5.
6. Consultant shall provide its site monitors with work schedules.
7. Consultant’s site monitors shall conduct interviews of workers and Consultant shall maintain interview sheets for each interview.
8. Consultant shall enter information from interviews into its database.
9. Consultant shall verify information from CPRs.
10. Consultant shall notify contractors in writing of any discrepancies with CPRs.
11. If clarification/correction is not timely received from a contractor, Consultant shall commence an investigation.
12. Upon completion of the investigation, the Consultant shall withhold contract payments if appropriate and in accordance with the law.
13. Upon completion of the investigation, Consultant shall send a report and Request for Determination to the Department of Industrial Relations (“DIR”) with recommendations for penalties to be applied to the Contractor.
14. Consultant shall prepare and submit public works violation reports to the DIR and the Labor Commissioner as required.
15. Consultant shall review all findings with the District prior to withholding any monies from a contractor and prior to submitting any information to DIR and/or the Labor Commissioner, including, without limitation, any finding and/or recommendation related to a willful violation and/or debarment.
16. Consultant shall communicate on a regular basis with contractors, workers, building and trade organizations, and other community entities and provide in-services to District personnel. This shall include responding to inquiries, verbal or written, from person or entities regarding the District’s project(s) and compliance with applicable labor provisions related thereto.
17. At the District’s direction and request, Consultant shall cooperate and work with the District during any challenge by any contractor to a finding, determination, withhold, and/or forfeiture, including during any appeal by a contractor.
18. Consultant shall prepare and submit annual program reports to the District’s Superintendent for the District’s submittal to the District’s Governing Board, and to the DIR.
19. Consultant shall manage all facets and is the primary contact for the District’s compliance with labor provisions applicable to the District’s project(s).



20. Public Records Act Requests: Consultant shall manage requests for certified payroll records under the Labor Code and general requests for records under the California Public Record Act, ensuring the District's compliance related to those requests and contractors' compliance with those requests.

## **B. Skilled and Trained Workforce Consulting Services**

The District may employ delivery methods for the District's project(s) which require contractors to comply with California's skilled and trained workforce ("SWF") requirements (Public Contracts Code § 2600, *et seq.*). When necessary, Consultant shall provide professional services related to compliance with SWF requirements applicable to the District's project(s). All services shall be provided on an as-needed basis and only upon specific direction from the District. Consultant's professional services shall extend to consultation related to any and all provisions regarding SWF compliance, and shall include the following:

1. Consultant shall receive construction contract awards / work schedules from the District.
2. Consultant shall participate in pre-job conference / job-start meeting(s) and provide all required information regarding the contractor's and District's obligations in connection with the District's project(s), including:
  - a. Contractor's obligation to submit to the District on a monthly basis while it performs work on the District's project, a report demonstrating compliance by the contractor and its subcontractors at every tier with the skilled workforce requirements described in Public Contract Code section 2602 ("Workforce Report(s)")
  - b. Contractor's obligation to include specific information as provided by the District in each Workforce Report.
  - c. Contractor obligation submit Workforce Reports monthly to the District no later than thirty (30) days after the end of the preceding month. (i.e., the monthly Workforce Report for activity during March must be submitted no later than April 30.)
  - d. The consequences of a contractor submitting to the District no report or an incomplete report, and the District's ability to withhold progress payments from the contractor.
  - e. The contractor's options where it is providing no report or an incomplete report to the District and that is the result of no report or an incomplete report from a subcontractor.
  - f. The District's obligation to forward any out of compliance Workforce Report or any plan to achieve substantial compliance to the Labor Commissioner.
  - g. Explain to the contractor the District's end-of-project reconciliation process for any withheld progress payments.
3. Once the District's project(s) commence, Consultant shall review all Workforce Reports for the District's project(s) to determine whether they demonstrate compliance with the SWF requirements.
4. Consultant shall promptly notify the District and the contractor if any contractor or subcontractor's Workforce Report fails to demonstrate compliance.
5. Consultant shall withhold progress payments from any out of compliance contractor as provided by the SWF requirements.
6. Consultant shall review any plan to achieve compliance with the SWF requirements submitted to the District and shall make recommendation to the District as to whether to accept or reject the contractor's plan.

7. If the District accepts the contractor's plan to achieve substantial compliance with the SWF requirements, or if a contractor replaces an out of compliance subcontractor with one that provides an enforceable commitment to use a SWF, Consultant shall promptly tender withheld payments to the out of compliance contractor.
8. Consultant shall forward to the Labor Commissioner any out of compliance Workforce Report or plan to achieve substantial compliance received from contractors.
9. Consultant shall act as the District's representative when corresponding with the Labor Commissioner as it pertains to contractor compliance with SWF requirements.
10. Consultant shall communicate on a regular basis with contractors, workers, building and trade organizations, and other community entities and provide in-services to District personnel. This shall include responding to inquiries, verbal or written, from person or entities regarding the District's project(s) and compliance with SWF requirements related thereto.
11. At the District's direction and request, Consultant shall cooperate and work with the District during any challenge by any contractor to a determination that the contractor's Workforce Report(s) fail to demonstrate compliance with the SWF requirements, or to a withholding of progress payments.
12. Consultant shall manage all facets and is the primary contact for the District's compliance with the SWF requirements on the District's project(s).
13. Public Records Act Requests: Consultant shall manage requests for certified payroll records under the Labor Code and general requests for records under the California Public Record Act, ensuring the District's compliance related to those requests and contractors' compliance with those requests.

**Payment Information**

Livermore Valley Joint Unified School District  
Request for Proposals for Labor Compliance Field  
Investigation and Administrative Services

**April 14, 2021**

**Livermore Valley Joint Unified School District**  
**East Avenue Middle School Phase 3 Modernization- Buildings A & B**  
**Lease- Lease Back STWF Monitoring**  
**# of General Contractors: 1**  
**# of Subcontractors: 30-40**  
**Construction Value: \$11,547,382**

<b>Labor Compliance Monitoring Services</b>	<b>Total Consultant Fee</b>
<b>Project Set Up:</b>	<b>\$1,500.00</b>
<b>Project Technician/ Manager:</b> <b>(April 2021- April 2022)</b>	<b>\$37,453.00</b>
<b>Skilled &amp; Trained Workforce Monitoring</b>	
<b>Project Technician/ Manager: Hourly Rate \$95</b> <b>(Estimate 30 minutes per month- per sub-contractor</b>	<b>\$18,525.00</b>
<b>Close Out Fee:</b>	<b>\$1,500.00</b>
<b>Total Labor Compliance/ STWF Monitoring:</b>	<b>\$58,986.00</b>



HEADQUARTERS: 1264 DuPont Court ♦ Manteca, CA 95336 ♦ Tel: (209) 946-9601 ♦ Fax: (209) 946-9621