



CALIFORNIA CONSTRUCTION AUTHORITY

REQUEST FOR QUALIFICATIONS (PROFESSIONAL SERVICES)

IN

Building Inspection Services
Special Inspection Services

Prepared by:

California Construction Authority
1776 Tribute Road, Suite 220
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May 22, 2025

REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES

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Advertisement

PROFESSIONAL CONSULTING SERVICES

California Construction Authority (CCA), who supplies construction services to the statewide network of California fairgrounds, is seeking qualified professional Consultants/Firms to provide services for the professional categories outlined below:

- Building Inspections
- Special Inspection Services

As outlined in the RFQ, CCA intends to select multiple Firms that best meet its and the Fairgrounds' needs. The various selected Consultants/Firms will be placed on a master list available to CCA for future projects. The criteria on which CCA makes its determination will not be limited to the Firm's rate structure, but will also be based on ability and experience.

Submittals must be received no later than **JUNE 30, 2025**. For additional information, please contact Myriam Mascorro at CCA at (916) 263-6100 or mmascorro@ccauthority.org.

CALIFORNIA CONSTRUCTION AUTHORITY
CONSULTING PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS

DESCRIPTION OF SERVICES

CCA provides construction project management services statewide to the network of California fairgrounds (the majority of which are public entities) and is seeking professional qualified Consultants/Firms to provide building inspections and special inspections for the professional categories outlined below.

Professional Consultants/Firms will be selected and placed on a Master List available to CCA as needed to perform professional services throughout California. The Master List of qualified Consultants/Firms will be valid for a period of three (3) years. At the election of CCA, fee rates or fixed fees may be negotiated and used for individual contracts. CCA anticipates the total for all the assignments under the contract for the three-year period shall not exceed **UNDETERMINED**. **CCA does not guarantee that any assignments will be made to the contract during the three-year period for selected Consultants/Firms.**

Consulting agencies should have a valid CA registered business license.

CCA is seeking Consultants/Firms that offer the following professional services:

Building Inspection Services

Consultants/Firms shall provide general building inspection support during active construction projects to ensure compliance with approved plans, building codes, and specifications. Inspectors should be certified (e.g., ICC) and able to generate field reports, coordinate with contractors and CCA staff, and document site conditions with clarity and consistency.

Special Inspection Services

Consultants/Firms will be required to provide certified and experienced inspectors to conduct a full range of special inspection services. The inspection services include, but are not limited to: structural steel, structural concrete, reinforcing steel, fireproofing, asphalt paving, structural wood, masonry, soils, epoxy, and construction materials testing. Consultants/Firms must be able to coordinate, produce, and process all documents required by building code in an accurate and timely manner.

RFO SUBMISSION REQUIREMENTS

All submissions must be received by 5:00 PM (PST) on June 30, 2025. Late or incomplete submissions may not be considered.

Firms must submit a **separate response** for each service category they wish to be considered for (e.g., Special Inspections, Building Inspections).

Each response must include the following:

1. **Cover Letter** (1 page max)
Provide a brief introduction to your firm and specify the service category being submitted (General Inspections or Special Inspections).
2. **Summary Sheet**
Include firm name, contact information, service category, and certification status (e.g., Small Business Enterprise [SBE] or Disabled Veteran Business Enterprise [DVBE], if applicable).
3. **Statement of Qualifications** (10 pages max, excluding attachments)
 - Relevant firm experience and qualifications
 - Key personnel bios and certifications
 - Description of past projects within the last 3 years (minimum of 5 examples)
 - Description of geographic service coverage
 - Demonstrated ability to meet project timelines and work within budget
 - At least 3 professional references
 - Fee schedule or hourly rate sheet
4. **Optional Attachments**
 - Firm brochure
 - SBE/DVBE certifications
 - Any additional documents relevant to the submitted category

Submission Format

- **One (1) electronic copy**

Emailed submissions may be accepted at: [mmascorro@ccauthority.org & bwalker@ccauthority.org]

All responses must be delivered to:

California Construction Authority (CCA)
1776 Tribute Road, Suite 220
Sacramento, CA 95815

All selected qualified Consultants/Firms must conduct projects in accordance with CCA's terms and conditions as presented in Appendix A, Exhibit B.

It is CCA's policy to encourage the participation of Small Business Enterprise (SBE) in all aspects of contracting to the maximum extent feasible. CCA has established participation goals of TWENTY FIVE PERCENT (25%) for SBE. In awarding any contracts, CCA will consider the efforts of Consultants/Firms to meet these goals. Further details of CCA's SBE policy are included in Appendix B. It is also CCA's policy to encourage the participation of Disabled Veteran Business Enterprise (DVBE) in all aspects of contracting to the maximum extent feasible. Pursuant to State Law, CCA has established participation goals of THREE PERCENT (3%) for DVBE. In awarding any contracts, CCA will consider the efforts of Consultants/Firms to meet these goals. Further details of CCA's DVBE policy are included in Appendix C.

RFQ Timeline

- NOT USED

SELECTION CRITERIA

CCA has established selection procedures to identify qualified Consultants/Firms to provide professional consulting services, in accordance with California Government Codes 4526 and 4529.12. These services are required for various projects, including renovation, new construction, and remediation/mitigation efforts at state, county, and district fair facilities across California.

Consultants/Firms will be selected based on multiple criteria, including the ability to provide qualified staff and resources within the geographic area of the fair and within the required project timelines.

Submissions will be evaluated by a three-person panel of qualified CCA staff. Firms receiving a score of **75% or higher** will be deemed qualified and added to the Master List of pre-approved consultants.

Evaluation Criteria

1. **Professional Experience** – Demonstrated knowledge and experience in public works and inspection services, with a focus on California Building Code (CBC) compliance and similar project scopes.
(25%)
2. **Staffing & Resources** – Identification of key personnel assigned to the project, including relevant experience, ICC/CBC certifications, and a clear scope of services provided.
(10%)
3. **Budget & Schedule Management** – Proven ability to deliver work within budget and on time, with examples of past performance on similar projects.
(10%)
4. **Geographic Coverage** – Description of primary service areas within California. Include a coverage map with service radius from key hubs and a portfolio of completed projects.
(20%)
5. **References** – Provide a minimum of three (3) professional references with contact information, ideally from similar or recent projects.
(5%)
6. **Insurance** – Verification of required coverage, including 1099 eligibility, general liability, professional liability, and automobile insurance.
(5%)
7. **Fee Schedule** – Proposed rate structure, including daily/hourly minimums and travel-related costs.
(10%)
8. **Technology** – Familiarity and experience using project management and field documentation platforms such as Procore and Bluebeam.
(15%)

Consultants/Firms that are interested may also submit copies of the following documents to support each category of service:

1. Brochure (optional)
2. Small Business Enterprises (SBE) and/or Disabled Veteran Business Enterprise (DVBE) Certification (see Appendix B and C).
3. Letter of Interest.

SUMMARY SHEET
(Place on cover of Response)

Consultant/Firm Name: _____

Contact Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Indicate category of submittal:

- ☐ Building Inspection Services
- ☐ Special Inspection Services

APPENDIX "A"

Consultant Services Request for Qualifications (Professional Services)

SAMPLE STANDARD AGREEMENT

SAMPLE

(Please note that Exhibit A as presented in this STANDARD AGREEMENT FOR CONSULTANT SERVICES Sample refers to the project Scope of Work/Consultants proposal, and Exhibit B refers to the “Standard Terms and Condition”, as presented above.)

CALIFORNIA CONSTRUCTION AUTHORITY STANDARD AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **TBD, 2021**, by and between the California Construction Authority hereinafter referred to as "CCA" and **Consultant/Firm Name** hereinafter referred to as "Consultant".

1. Purpose

Consultant shall provide professional services in connection with the **“Project Description at particular Fairgrounds, CCA Project# XX-21-XXX”**.

2. Scope of Work

Consultant shall provide said services set forth in **ATTACHED SCOPE of WORK (Exhibit A in Agreement)**. Attached hereto and incorporated herein ("Exhibit A)". Consultant shall provide said services as requested from time to time in writing by the Executive Officer.

3. Compensation

- a. Consultant shall be compensated for services performed pursuant to this Agreement at the rates set forth in **ATTACHED SCOPE of WORK (Exhibit A in Agreement)**.
- b. Subject to modifications or amendments authorized pursuant to Section 11 herein, the total compensation for services performed by Consultant, pursuant to this Agreement, shall not exceed **XXX THOUSAND XXX HUNDRED DOLLARS and No/100 (\$XXX,XXX.XX)**.
- c. Payments shall be paid monthly in arrears for services performed during the previous month. CCA will make payment no later than 45 days following the date of when the Consultant invoice is received by CCA.

4. Materials, Supplies and Equipment

Except as otherwise specifically set forth herein, Consultant shall, at its sole cost and expense, furnish all materials, supplies, and equipment which is or may be required for performance of services pursuant to this Agreement.

5. Ownership

Consultant agrees that all work products including, but not limited to, professional and technical information, all work sheets, designs, drawings, reports, memoranda and all other tangible personal property of whatever nature developed in the performance of this Agreement shall be the sole property of CCA, provided that Consultant, may retain file copies of these work products. Consultant shall provide these work products to CCA upon request. If CCA uses Consultant's work products for a project other than the project for which the work products were developed, CCA shall hold harmless and indemnify Consultant from any liability for such use to the extent permitted by law.

Consultant will be responsible for materials and equipment needed by you to perform these services.

- a. Except as otherwise directed in writing by CCA, all said work products shall be produced in draft form, marked "WORKING DRAFT" and treated as not being public records subject to disclosure pursuant to Government Code Sections 6250 et seq.
- b. Consultant agrees that the information disclosed to you and any work product produced by you pursuant to this agreement are confidential and you will:
 - (1) hold such information and work product in confidence;
 - (2) use such information or work product only as needed for the work to be performed under this agreement;
 - (3) restrict disclosure of such information and work product to those employees and agents (if any) who need to know such information or see such work product in connection with the work performed hereunder, and cause such employees or agents to not disclose such information and work product;
 - (4) not copy or otherwise duplicate or distribute such information or work product or allow anyone else to copy or otherwise duplicate or distribute such information or work product except for the purposes of performing services under this agreement; and

(5) at CCA's request, promptly return to CCA all the existing tangible information and work product and certify to CCA that all other such information has been destroyed.

5.1 Copyright

Architect or Consultant irrevocably grants to CCA, California Fairs and State of California, any/each of them, a nonexclusive license to use any Consultant copyrighted material submitted pursuant to this agreement. Such license shall include, but not be limited to, the right to use and reuse such copyrighted materials to construct the buildings or other matters covered by such copyrighted materials for additional use and to license such copyrighted materials for reuse. If the holder of the license modifies any such copyrighted materials for reuse, then Architect or Consultant shall not be deemed to warrant any of such copyrighted materials so modified.

6. Limitation of Compensation

CCA is not obligated to employ Consultant or pay royalties or other compensation of any kind to Consultant as a result of the use by CCA of the work products referred to in Section 5 hereof, whether or not said use relates to the project for which said work product was prepared. CCA shall hold Consultant harmless if product is used for other than intended development.

7. Term of Agreement

The term of this Agreement shall commence on the date first written above and shall terminate on **TBD, 2021**, unless extended by mutual consent, in writing, by both parties or terminated as set forth herein.

8. Terms and Conditions

The Standard Form Terms and Conditions attached hereto as Exhibit B and incorporated herein ("Exhibit B") are made a part of this Agreement. Consultant's signature on this Agreement constitutes acknowledgement that Consultant has received said Terms and Conditions.

In the event of any inconsistency between any provision of this Agreement, including Exhibit A, and any provision of Exhibit B, the provisions of this Agreement, shall control.

9. Exhibits

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

10. Notices

Notices to the parties shall be sent to Consultant in the following form and at the following address:

FIRM ABC, Attn: Name
XXXX Street, Suite
City, CA Zip
Phone: (XXX) XXX-XXXX
Fax: (XXX) XXX-XXXX
Email: XXXX@XXXX.XXX

Notices to CCA shall be sent to the following address:

California Construction Authority CCA
1776 Tribute Road, Suite 220
Sacramento, CA 95815-4410
Phone: (916) 263-6100
Fax: (916) 263-6116
Email: ceo@socalfair.com

11. Modification and Amendments

This Agreement may be modified or amended by mutual consent of Consultant and CCA, evidence in writing, and executed by the parties hereto.

12. Conflict of Interest

a. Definitions

(1) "Related Entity" includes all owners, directors, officers, and employees of Consultant and the immediate family members (including spouses, brothers, sisters, and children) of those owners, directors, officers and employees.

(2) A Consultant has a "Financial Interest" if it is reasonably foreseeable that Consultant or any Related Entity may gain a material financial advantage as a result of Consultant's relationship with any bidder, prospective bidder, contractor, subcontractor, or any other entity connected with or directly affected by the services to be performed by this Agreement.

b. Representations

(1) Consultant represents that it has made diligent inquiry of each Related Entity and that, except as listed below, neither it nor any Related Entity has a Financial Interest in any bidder, prospective bidder, contractor, subcontractor, or any other entity connected with or directly affected by the services to be performed by this Agreement.

(Name) _____	(Name) _____
(Address) _____	(Address) _____
(Relationship to Consultant) _____	(Relationship to Consultant) _____

_____ (Initial and use a separate sheet of paper, if necessary).

(2) Consultant represents that it has made diligent inquiry of each Related Entity and that, except as listed below, neither it nor any Related Entity has a Financial Interest, or anticipates having a Financial Interest, in any contract made, or to be made, by CCA in which Consultant have advised CCA or has participated in preliminary discussions, negotiations, compromises, reasoning, planning, drawing of plans and specifications, or solicitations of bids.

(Name) _____	(Name) _____
(Address) _____	(Address) _____
(Relationship to Consultant) _____	(Relationship to Consultant) _____

_____ (Initial and use a separate sheet of paper, if necessary).

(3) Consultant represents that neither it nor any Related Entity will be a purchaser at any sale made by CCA during the term of this Agreement.

(4) Consultant represents that neither it nor any Related Entity will be a vendor at any purchase made by CCA during the term of this Agreement.

(5) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a completed "Form 700 Statement of Economic Interests for Designated Employees" is attached hereto as Exhibit ____ for each owner, director, and officer of Consultant, and for each employee of Consultant responsible for the performance of services under this Agreement.

(6) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a completed "Form 700 Statement of Economic Interests for Designated Employees" shall be filed for any new owner, directors, or officers during the term of this Agreement.

(7) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a complete "Form 700 Statement of Economic Interests for Designated Employees" shall be filed for any new employee assigned to perform services under this Agreement; provided, however, that Consultant shall first obtain the consent of CCA for an assignment of any new employees to perform services under this Agreement.

(8) Consultant represents that it will, and has, attempted to contact CCA to resolve any questions or ambiguities regarding the representations and disclosures required by this Section. Consultant makes the representations in this Section under penalty of perjury under the laws of the State of California.

c. Disclosures

(1) CCA hereby determines that Consultant is hired to perform a range of duties that are limited in scope. A description of Consultant's duties is contained in "Exhibit A." Based upon that description, Consultant shall:

- ☒ Not be required to file a Form 700
- ☐ File a Form 700 and disclose pursuant to:
- ☐ Category 1
 - ☐ Category 2
 - ☐ Category 3

Russell Vandenberg, Interim Executive Officer

California Construction Authority

(2) Disclosure Categories

Category 1: Persons designated in this category shall disclose all investments, business positions in business entities, interest in real property, and sources of income, and also report business positions in business entities or persons who have filed a claim, or have a claim pending, against CCA.

Category 2: Persons designated in this category shall disclose investment, business positions in business entities, and income from sources of the type which within the previous two (2) years have contracted with CCA to furnish services, supplies or materials.

Category 3: Persons designated in this category shall disclose: (a) investments and business positions in any business entity which, during the reporting period, was awarded or bid upon a contract of CCA for, or supplied to it under contract, materials, goods, supplies, or services; (b) interest in real property which, during the reporting period, was acquired by, leased, or otherwise used by CCA for any consideration; and (c) each source of income, provided the income was furnished by or on behalf of any person furnishing or offering to provide real or personal property or services to CCA as stated in subparts (a) or (b) above.

d. Public Record

This contract and all disclosure forms filed pursuant to this contract are public records as defined by Government Code Section 6250, et seq.

CALIFORNIA CONSTRUCTION AUTHORITY

CONSULTANT

By: _____ By: _____

Russell Vandenberg
Interim Executive Officer
1776 Tribute Rd., Suite 220
Sacramento, CA 95815-4410

Name
Title
Company

Federal ID Number

Contract Exhibit "A"

Consultant Services Request for Qualifications
(Professional Services)

SCOPE OF WORK

Contract Exhibit "B"

**Consultant Services Request for Qualifications
(Professional Services)**

STANDARD TERMS & CONDITIONS

STANDARD TERMS AND CONDITIONS

(Consulting Agreement)

GENERAL PROVISIONS

1. **Independent Contractor.** Consultants, officers, employees, agents and sub-Consultants of the Consultant, in the performance of this Agreement, shall act as and be independent Consultants and not officers or employees or agents of CCA. Consultants, officers, employees, agents, and sub-Consultants, if any, shall have no power to bind or commit CCA to any decision or course of action, and shall not represent to any person or business that they have such power. Consultants have and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Consultants in the performance of services under this Agreement. Consultants shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.
2. **Time.** Consultants shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. **Indemnification.** Consultants shall indemnify protect, and hold harmless the State of California, CCA, the Fair, and the County, along with their respective members, officers, agents, servants and employees (collectively, the "Indemnitees") from and against any and all Losses (as defined below) arising directly or indirectly, in whole or in part, out of this Agreement or the performance of Consultants duties under this Agreement, except where such "Losses" are due to the sole active negligence or willful misconduct of the Indemnitees or any of them. As used in this Agreement, "Losses" means claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement and actions of any kind (including, but not limited to, clean-up actions) and all costs and expenses incurred in connection therewith, including, but not limited to, actual attorney's fees and costs of defense." Consultants shall only be responsible for the errors and omissions that he or she actually causes, and not responsible for the conduct of others, and limits the Consultant's duty to defend obligations to the negligence of the Consultants only, in accordance with California Civil Code 2782.8.
4. **Consultant not Agent.** Except as CCA may specify in writing, Consultants shall have no authority, express or implied, to act on behalf of CCA in any capacity whatsoever as an agent. Consultants shall have no authority, express or implied, pursuant to this Agreement to bind CCA to any obligation whatsoever.

5. **Products of Consulting.** At project completion, all Work Products as defined in Section 8 below shall become the sole property of CCA and shall be delivered to CCA before the end of performance under this Agreement.
6. **Assignment Prohibited.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. **Termination.** This Agreement may be terminated by either party on forty-eight (48) hours written notice to the other pursuant to Section 10 notices, of the Agreement; provided, however, if the Consultants terminate this Agreement, Consultants shall complete any work assigned to Consultant prior to such termination being effective. The effective date of termination shall be the 48th hour of said written termination notice with no further action by either party.

In the event CCA abandons the project, upon written notification to the Consultants, this Agreement shall terminate. Consultants shall be entitled to the compensation earned by it through the date of termination, computed pro rata up to and including that date. Consultants shall be entitled to no further compensation as of the date of termination except as may be necessary to wind up any work in progress and to deliver products to CCA. In no event shall CCA be liable for Consultant's lost profit or consequential damages.

8. **Products to be Delivered on Termination.** In the event of termination of this Agreement, Consultants shall immediately deliver to CCA all work products, including but not limited to, professional and technical information or records, work sheets, designs, drawings, reports, memoranda, files, notes, drafts and all other tangible personal property of whatever nature developed in the performance of this Agreement (collectively "Work Products"), excepting any such material necessary for Consultants to complete any work assigned prior to termination by Consultants. All such material shall be the sole property of CCA.
9. **INSURANCE.**

A. **General**

The minimum insurance coverages and requirements set forth below shall be maintained by Consultants for the complete term of the Agreement with a licensed insurance carrier(s) acceptable to CCA (hereinafter "insurance requirements"). If Consultants fails to maintain any of the insurance requirements CCA may, but is not required to, obtain such insurance and deduct premiums due for same from any sums due Consultants under the Agreement. Failure of CCA to obtain such insurance shall in no way relieve Consultants of its responsibilities under

this Agreement. In no event is CCA responsible for the payment of premiums or deductibles of the required coverages. The failure of Consultants to comply with any of the insurance requirements shall constitute a material breach of the Agreement by the Consultants and enable CCA to, along with any other remedies available, terminate the Agreement.

It is the intent of the parties that the Consultant's insurance coverage shall be primary, with the exception of Professional Liability and Worker' Compensation and that any separate coverage available to the State of California, CCA, or the Fair Entity public or private operating or owning the fair shall be secondary. Nothing contained in this Agreement shall be construed as limiting in any way the extent to which the Consultants may be held responsible for the payment of all damages resulting from Consultants operations, acts, omissions or negligence.

B. Certificate of Insurance Requirement

Consultants shall furnish to CCA a Certificate of Insurance on a standard ACORD form, or other form acceptable to CCA, substantiating the required coverages and limits set forth in this Section 9 and also containing the following:

1. Thirty (30) days prior written notice to CCA of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
2. The following statement with respect to the commercial general liability policy: "That California Construction Authority, California Fairs Services Authority, the State of California, the District Agricultural Association, and the Fair Entity (public or private) operating or owning the fair, along with their respective agents, officers, members, servants, and employees, are made additional insureds insofar as the operations under the Agreement are concerned."

C. Commercial General Liability

1. Commercial General Liability insurance shall be maintained in a minimum amount of a combined single limit of \$1,000,000 (One Million Dollars) per occurrence as respects bodily injury and property damage in a form at least as broad as the current Insurance Services Office (ISO) policy form #CG 00-01 and must include the following coverages: personal injury, broad form property damage, products and completed operations, contractual liability, losses related to independent contractors and equipment, and explosion, collapse and underground hazards (hereinafter "the liability policy").
2. Additional Insured Endorsement - The liability policy shall contain an endorsement in the form of ISO "Additional Insured - Owners, Lessees or Contractors, Form B" naming California Construction Authority, California Fairs Services Authority, the State

of California, the District Agricultural Association, and the Fair Entity (public or private) operating or owning the fair as additional insureds. No modification of ISO Additional Insured Form B will be permitted.

3. The liability policy shall specify that (1) the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured and (2) it acts as primary insurance and that no coverage held by any additional insured listed above shall be called upon to cover, either in full or in part, any loss covered under it.

D. Professional Liability

If the fee for services to be provided under this Agreement exceeds \$20,000 (Twenty Thousand Dollars), Consultants shall maintain Professional Liability Insurance covering services and operations under this Agreement in the amount of 1,000,000 (One Million Dollars) per claim or in the amount of the fee for services, whichever is greater, with deductibles and exclusions acceptable to CCA. Such coverage is to be maintained for a period of not less than three (3) years following acceptance of work by CCA.

E. Workers' Compensation

1. Consultants shall maintain workers' compensation insurance coverage or shall be a qualified self-insurer pursuant to the requirements of the California Labor Code in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage in a minimum sum of \$1,000,000 (One Million Dollars), with either the State Compensation Insurance Fund or a licensed carrier.
2. If any injury occurs to any employee of Consultants for which the employee (or his dependents in the event of his death) may be entitled to compensation from CCA under the provisions of said Act, an amount sufficient to such compensation shall be retained by CCA out of the sums due Consultants under the Agreement until such compensation is paid or it is determined that no compensation is due. If CCA is required to pay such compensation, the amount so paid will be deducted from the sums due Consultants.
3. If appropriate, Consultants shall execute the "No Employees Certification Form" attached.

F. Certified Copies of Policies

Upon request by CCA, Consultants shall immediately furnish to CCA a complete copy of any policy required herein, including all endorsements, with said copy certified by the underwriter

to be a true and correct copy of the original policy.

G. Automobile Liability Insurance

Consultants shall carry automobile liability insurance with a minimum coverage of \$1,000,000 (One Million Dollars), per person and per accident for bodily injury and \$100,000 for property damage. Consultants shall either

(1) Provide CCA with a certificate of insurance on a standard form showing that Consultants maintain the required automobile liability insurance, that the insurer shall not terminate or modify coverage without twenty (20) days' advance written notice to CCA, and that CCA, the State of California and Fair where the work is performed are additional insureds; or

(2) Affirm in writing the name of Consultant's automobile liability insurer and policy number, the policy limits and effective dates of coverage, which the coverage will be kept in place for the duration of the Agreement, that Consultants have a valid driver's license, and that his or her vehicle is in proper operating condition.

10. **Licenses**. At its sole cost, Consultants shall obtain and keep in full force and effect during the term of this Agreement, all licenses, permits and other entitlements required for Consultants to legally perform the services provided pursuant to federal, state and local authorities.
11. **Attorney's Fees**. In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.
12. **Fair Employment**. In the performance of this Contract, Consultants will not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices), color, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability (including physical and mental, including HIV and AIDS), medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. Consultants will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious mental condition, marital status, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; terms, conditions or privileges of employment; and selection for training, including apprenticeship. Consultants shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CCA setting forth the provisions of this Fair Employment provision.

Consultants will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission or CCA for the purposes of investigation to ascertain compliance with the Fair Employment section of this contract.

Remedies for willful violation:

- A. CCA may determine a willful violation of these Fair Employment provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which Consultants was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultants have violated the California Fair Employment and Housing Act, and has issued an order, under Government Code Section 12970, which has become final, or obtained injunctive relief under Government Code Section 12973.
 - B. For willful violations of these Fair Employment provisions, CCA shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by CCA in securing the goods or services hereunder shall be borne and paid by Consultants and his surety under the performance bond, if any, and CCA may deduct from any monies due or that thereafter may become due to Consultants, the differences between the price named in the contract and the actual cost thereof to CCA.
13. **Warranty of Title, Waste Ownership.** Consultants will not take title to, will not accept risk of loss with respect to, and will not be responsible for the removal and disposal of any hazardous materials found at the project site.
 14. **Standard of Care.** Consultants will perform service in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession practicing in the same region and similar conditions and during the same period as the services are provided.
 15. **Site Access.** CCA shall provide unimpeded and timely access to the jobsite and project related third party sites, as may be required, for the successful performance of the services. However, at no time, will the Consultants impact any fair activities or events without adequate notice.

Contract Exhibit C

Consultant Services Request for Qualifications
(Professional Services)

WORK ORDER EXAMPLE

Work Order

Consultant: _____ CCA Contract No.: _____

Project Name/Location: _____ Work Order No.: _____

Project No./Task No.: _____ Work Order Amount: _____

Prepared By: _____ Startup Date: _____

I. Scope of Services	Amount Due For Services	Completion Date
Reviewed by Operations Manager Initials:		
Date:		

II. Agreement on Terms and Conditions of Work Order

The Undersigned hereby agree to observe and abide by all the terms and conditions as set forth in the Agreement CCA Contract No. _____ Dated _____, and this Work Order in performing the services described in this work order.

CALIFORNIA CONSTRUCTION AUTHORITY

CONSULTANT

By: _____ By: _____

Russell Vandenberg
Interim Executive Officer
1776 Tribute Rd., Suite 220
Sacramento, CA 95815-4410

Name
Title
Company

Federal ID Number

Cc: Contract File, Consultant, Project Manager, Project File

EXHIBIT D

Consultant Services Request for Qualifications (Professional Services)

CERTIFICATE OF INSURANCE

Consultant to add here upon execution of
Agreement. See Section 10, Exhibit A, for
Insurance Requirements

[STATEMENT TO BE PRINTED ON CONSULTANT
LETTERHEAD]

WORKERS'
COMPENSATION
EXEMPT STATEMENT

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM E. STANDARD TERMS AND CONDITIONS, DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CALIFORNIA CONSTRUCTION AUTHORITY AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING "EMPLOYEES."

Signature of Contractor/Consultant

APPENDIX B

Consultant Services Request for Qualifications (Professional Services)

SMALL BUSINESS ENTERPRISES (SBE)

CALIFORNIA CONSTRUCTION AUTHORITY (CCA)
PARTICIPATION GOALS FOR
SMALL BUSINESS ENTERPRISES (SBE)

PROGRAM STATEMENT

1. It is the policy of the CCA to encourage the participation of Small Business Enterprises (SBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to increase the utilization of SBEs.

CCA has established participation goals of TWENTY FIVE PERCENT (25%) for SBE. In awarding any contracts, the Authority will consider the efforts of a Consultant to meet these goals. Therefore, each selected Firm must meet these goals or must make a "good faith effort" to meet these goals. Failure to meet these goals, or to make a good faith effort, may form the basis upon which CCA determines that the Consultant is non-responsive, making the consultant ineligible for awards under the contract. The CCA reserves the right to exempt certain contracts from the participation goals, as it is the Authority's policy to attempt to achieve these participation goals on an annual basis.

2. The Consulting Firm, and its vendors, suppliers, and their subcontractors who feel they may qualify as a SBE are encouraged to complete a bidder's application SBE certification form which is available at:

Department of General Services
Office of Small Business and DVBE Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940

3. Please indicate whether or not the submitting Consultant/Firm is a SBE.

A. Yes [] No []

Certification No.: _____

Certified By: _____

Expiration Date: _____

B. Percentage of contract responsibility to be performed by responding Firm: _____

C. If certified SBE subcontractor's suppliers and/or third parties will be used to perform any or all of the contract, please state name of firm, service or commodity to be provided, and the percentage of contract responsibility.

NAME OF FIRM	SBE #	SERVICE OR COMMODITY	% OF RESPONSIBILITY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. All submitting Firms must select the appropriate certification, date, and sign.

☐ Firm **listing** SBE participation:

I hereby certify that I have made a diligent effort to ascertain facts with regard to the representations made herein, to the best of my knowledge and belief, each Firm set forth in this bid as a SBE is such an enterprise as defined in the section 10115.1 of the State Public Contract Code.

☐ Firm **not** meeting the Authority's participation goals:

I hereby certify under penalty of perjury under the laws of the State of California that I have made a "good faith effort," as defined by section 10115.2 of the State of Public Contract Code, to meet the SBE participation goals for this contract.

☐ Firm **not** using outside services:

I hereby certify that no work or material is to be supplied by an outside source and therefore are unable to meet SBE participation goals.

Bidders

This declaration is executed on this ____ Day of _____, _____, in _____ California.

Signature

Print

APPENDIX C

Consultant Services Request for Qualifications (Professional Services)

DISABLED VETERAN BUSINESS ENTERPRISES (DVBE)

CALIFORNIA CONSTRUCTION AUTHORITY (CCA)
PARTICIPATION GOALS FOR
DISABLED VETERAN OWNED BUSINESS ENTERPRISES (DVBE)

PROGRAM STATEMENT

1. It is CCA's policy to encourage the participation of Disabled Veteran Owned Business Enterprises (DVBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to increase the utilization of DVBEs.

Pursuant to State law, CCA has established participation goals of THREE PERCENT (3%) for DVBE. In awarding any contracts, the Authority will consider the efforts of a Consultant to meet these goals. Therefore, each Bidder must meet these goals or must make a "good faith effort," as defined by Section 10115 et seq. of the Public Contract Code, to meet these goals. Failure to meet these goals, or to make a good faith effort, may form the basis upon which CCA determines that the Consultant is non-responsive, making the Consultant ineligible for awards under the contract. CCA reserves the right to exempt certain contracts from the participation goals, as it is the Authority's policy to attempt to achieve these participation goals on an annual basis.

2. The Consulting Firm, and its vendors, suppliers, and their subcontractors who feel they may qualify as a DVBE are encouraged to complete a bidder's application DVBE certification form which is available at:

Department of General Services
Office of Small Business and DVBE Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940

3. Please indicate whether or not the submitting Consultant/Firm is a DVBE.

A. Yes [] No []

Certification No.: _____

Certified By: _____

Expiration Date: _____

B. Percentage of contract responsibility to be performed by responding Firm: _____

- C. If certified DVBE subcontractor's suppliers and/or third parties will be used to perform any or all of the contract, please state name of Firm, service or commodity to be provided, and the percentage of contract responsibility.

NAME OF FIRM	DVBE #	SERVICE OR COMMODITY	% OF RESPONSIBILITY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. All submitting Firms must select the appropriate certification, date, and sign.

☐ Firm **listing** DVBE participation:

I hereby certify that I have made a diligent effort to ascertain facts with regard to the representations made herein, to the best of my knowledge and belief, each Firm set forth in this bid as a DVBE is such an enterprise as defined in section 10115.1 of the State Public Contract Code.

☐ Firm **not** meeting the Authority's participation goals:

I hereby certify under penalty of perjury under the laws of the State of California that I have made a "good faith effort," as defined by section 10115.2 of the State Public Contract Code, to meet the DVBE participation goals for this contract.

☐ Firm **not** using outside services:

I hereby certify that no work or material is to be supplied by an outside source and therefore are unable to meet DVBE participation goals.

Bidders

This declaration is executed on this ____ Day of _____, _____, in _____ California.

Signature

Print