

**REQUEST FOR PROPOSALS**  
**EDUCATIONAL SPECIFICATIONS CONSULTING SERVICES**  
**RFP# 2010-1**

The District is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide a full proposal for educational specifications consulting services to the District for the new construction and modernization of White Hill Middle, Brookside Elementary, Manor Elementary and Wade Thomas Elementary Schools.

Respondents to this RFP should mail or deliver Five (5) bound copies, One (1) unbound copy and One (1) electronic copy on CD or DVD of their Submittals, as further described herein, to:

Ross Valley School District  
110 Shaw Drive  
San Anselmo, CA 94960  
**Attn: Eileen Rohan, Superintendent**

**ALL RESPONSES ARE DUE BY 4:00P.M., ON OCTOBER 18, 2010.**

**FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.**

**If you have questions regarding this RFP, questions must be submitted in writing on or before October 8, 2010 at 5:00 p.m. and answers will be posted on the District website by 2:00 p.m. on October 12, 2010. Questions may be sent to Bret Joyner at (415) 454-2162 or [bjoyner@rossvalleyschools.org](mailto:bjoyner@rossvalleyschools.org).**

## **REQUEST FOR PROPOSALS**

### **BACKGROUND**

The Ross Valley School District is an elementary school district (grades K-8) serving the central Marin communities of San Anselmo, Fairfax, and Sleepy Hollow. The district includes four schools: Brookside Elementary School (Lower campus, grades K-2 and Upper campus, grades 3-5), Manor Elementary School and Wade Thomas Elementary School, all serving grades kindergarten through 5th grades and White Hill Middle School for grades 6th, 7th and 8th. For the 2009-2010 school year district enrollment was 1,973 students, being the fourth consecutive year of enrollment growth. The District is seeking Submittals under this Request for Proposals ("RFP") from experienced entities to develop educational specifications, giving a fresh perspective on the educational specifications that were developed in 1999.

This RFP defines the services sought from the Consultant and generally outlines the Program requirements. Briefly stated, the District is seeking experienced and proven professionals to develop Education Specifications that will enhance the operational objectives of the District.

On October 25, 2010 the District will release a list of short-listed firms selected to be interviewed, and will conduct interviews during that week on a date and time to be determined.

### **LIMITATIONS**

The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the Educational Specifications Consulting Services contract(s), if at all, is at the sole discretion of the District.

### **RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District, Board of Trustees, selection members, or any member of the interview committee. Any such contact shall be grounds for the disqualification of the Proposer.

### **PROGRAM DESCRIPTION**

The Governing Board for the Ross Valley School District adopted the District Strategic Plan in the spring of 2007. This plan strongly guides the District's annual planning, priority-setting and allocation of critical resources – human, physical, facilities and goodwill. The District is currently in the final phases of updating its Master Plan in anticipation of a Bond Election in November of 2010. The current Education Specifications were prepared in 1999 and this RFP seeks a consultant to develop updated Education Specifications to reflect the current direction of the District and incorporate the goals of the Strategic Plan.

## **QUALIFICATIONS**

The ideal Consultant will have the following characteristics:

- Provide adequate staffing and resources for the duration of the project.
- Have an established Quality Assurance/Quality Control program.
- Work collaboratively with District staff and District's Authorized Representative.
- Be flexible in nature; with positive, can-do attitudes. Be solution-oriented.
- Be organized, effective and efficient. Exercise professional prioritization skills.
- Work easily with modern amenities like scanners and email, minimize communication via fax.
- Be proactive. Be prepared, working in advance of deadlines.
- Be comfortable working within the state and local processes, maintaining communication with the project team via email and/or other rapid methods on important events and/or delivery of documentation.
- Articulately communicate potential issues early and often. Provide thoughtful recommendations where applicable.

## **SCOPE OF SERVICES**

The selected Consultant shall provide the scope of services that includes gathering information from past documents, current education specialists, the public and other entities to create a document as recommended by the California Department of Education and in conformance with Title 5 of the California Education Code. Consultant will organize meetings as required. The Consultant shall carry out the responsibilities briefly delineated in the scope of services set forth below. Such services shall be performed consistent with the highest standard of care for professionals performing similar scopes of services.

The Consultant shall, as a minimum, undertake the following responsibilities, and any additional responsibilities reasonably necessary and customarily provided by an educational specifications consulting service conducting business in the Bay Area:

### **Educational Program Planning**

- a. Working closely with the District's Facilities Executive Committee, review educational program needs for facilities at each site and assist with the development of an Educational Specification.
- b. Confirm, using District-supplied demographic information, any required new construction or additions to educational program spaces needed at each site.
- c. Develop recommendations for necessary facilities upgrades to support continuing educational program excellence at the sites.

## **INDEMNIFICATION**

The District shall require the selected Consultant to indemnify the District for all acts arising out of the Consultant's work pursuant to the contract between the District and the Consultant.

## **TIME OF PERFORMANCE**

The District shall require the selected Consultant to complete the educational specifications by **December 6, 2010**. Time is of the essence.

## **AGREEMENT**

The selected Consultant will be expected to execute a Professional Services Agreement essentially in the format provided as Exhibit "A"

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## **SUBMITTAL FORMAT**

Firms responding to this RFP for the Project must follow the format below. Material must be in 8-1/2 x 11 inch format and should be no longer than 30 pages excluding cover letter and tabs. The information presented under each heading should conform to the information requested. Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration. Submittals shall include divider tabs labeled with boldface headers below, e.g. the first tab would be entitled "**Business Information**", the second tab "**Project Approach**", etc.

**COVER LETTER** – (maximum one page) shall have the name of the firm making the submission indicating your interest in working with the District. Include a brief description of why your firm is well suited for and can meet the District's needs. The letter shall be signed by the individual authorized to bind the respondent to all statements and representations made therein and to represent the authenticity of the information presented.

**Tab 1 – BUSINESS INFORMATION** – provide the following information:

- Company name
- Address
- Telephone
- Fax
- Name and Email of main contact
- Federal Tax I.D. Number
- License or Registration Number
- Business Structure (Corporation, Partnership, etc)
- A brief description and history of the firm.
- Number of employees (licensed professionals, technical support.)
- Number of current projects and present workload and where possible, projected workload for the period in question
- Location of office where the bulk of services solicited will be performed
- Insurance coverage and limits carried
- Provide similar information for proposed Sub-Consultants

**Tab 2 - PROJECT APPROACH**

- Provide a statement demonstrating your firm’s or team’s ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the client’s goal of moving the Project into construction within the earliest possible timeframe.
- A brief written summary of the firm’s philosophy related to the educational program planning.
- Describe your firm’s approach to quality control / assurance procedures.
- Describe the approach to working with various outside governmental agencies, in particular the State Department of Education, the Division of State Architect and the Office of Public School Construction and conformance with Federal/State/Local applicable code requirements.
- Describe the approach to be used to collect the required data, collaborate with other parties and prepare the document requested by the District.

**Tab 3 - RELEVANT K-12 PROJECT EXPERIENCE** – Provide information about prior services/designs prepared by your firm on at least five (5) prior K-12 educational projects. Include the following information:

- Briefly state the significance of each relevant project your firm has worked on that you would like to be considered in this RFP.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Provide a list of the following for each project:
  - project name and location
  - beginning and end dates of project (including construction)
  - square footage
  - main program elements
  - owner name with name of contact person
  - owner reference, contact name and phone number
  - key individuals of the firm involved and their roles in the project
  - any sub-consultants that worked with the firm

**Tab 4 - PROJECT TEAM SUMMARY**

- Identify key team members expected to work on this project, along with their resumes, including sub-consultants, and state their qualifications relevant to programming services and the scope of this project.
- Include additional references for proposed team.

**Tab 5 – LITIGATION HISTORY** – Provide a comprehensive five-year summary of the firm’s litigation, arbitration and negotiated/settled history with previous clients.

**Tab 6 – FEE PROPOSAL** – Provide a fee proposal. The fee proposal may include a flat fee, an hourly fee, or a combination of both. If the respondent proposes only an hourly fee, an estimated maximum fee should be provided as a guide for the District.

**SELECTION CRITERIA**

The most highly qualified firms designated from the RFP process will provide a Proposal consisting of a detailed scope of services and proposed design fee and schedule. After submission of the Proposal they will participate in the interview process. After the interviews, the Selection Committee will identify the firm/team that can provide the greatest overall benefit to the District.

Should the District be unsuccessful in negotiations with the firm with the highest score, the firm with the second highest score will be extended the opportunity to negotiate a contract.

Each Proposal will be evaluated and ranked on the criteria set forth below. The criteria will be weighted as noted below in determining award.

Statement of Proposals Response (100 Points)

1. Relevant experience of the firm (30 points)
2. Project Approach (25 points)
3. Qualifications of proposed staff (25 points)
4. References & Litigation History (10 points)
5. Cost of Services (10 points)

### **SUBMISSION GUIDELINES**

Respondents to this RFP should mail or deliver Five (5) copies, One (1) unbound copy and One (1) electronic copy on CD or DVD of their proposals to:

Ross Valley School District  
110 Shaw Drive  
San Anselmo, CA 94960  
**Attn: Eileen Rohan, Superintendent**

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Each Submittal must conform and be responsive to the requirements set forth in this RFP. The District reserves the right to waive any informalities or irregularities in received Submittals. Further, the District reserves the right to reject any and all Submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items.

The District hereby notifies all respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award.

The District reserves the right to change the dates on the schedule without prior notice.

**RFP RESPONSE SCHEDULE SUMMARY:**

DATE	EVENT	TIME DEADLINE
September 22, 2010	Release of RFP# 2010-1 to selected Firms	
October 8, 2010	Deadline for submission of written questions to District concerning RFP# 2010-1	5:00 pm.
October 18, 2010	Deadline for all submissions in response to RFP# 2010-1.	4:00 pm
October 27, 2010	Interviews of short-listed Firms.	Begin 8:00 a.m. / continue as needed
November 3, 2010	Notification to selected Firm	

**THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROJECT!**

ROSS VALLEY SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2010 by and between the Ross Valley School District, San Anselmo, California ("District") and \_\_\_\_\_ ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. Services. Consultant shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work"):
2. Term. Consultant shall commence providing services under this Agreement on \_\_\_\_\_, 20\_\_ and will diligently perform as required and complete performance by \_\_\_\_\_, 20\_\_\_.
3. Submittal of Documents. Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
X Workers' Compensation Certification
X Fingerprinting/Criminal Background Investigation Certification
X Insurance Certificates and Endorsements
X W-9 Form
\_\_\_\_\_ [OTHER]

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

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

4.2. \_\_\_\_\_

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

5.1. Not applicable.

No expenses shall be allowable without the prior written approval of the District.

- 6. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the 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 the Consultant's employees. In the performance of the work herein contemplated, the Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, and the District is interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
  - 7.1. Not applicable.
8. **Performance of Services.**
  - 8.1. **Standard of Care.** Consultant represents that the Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the 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.
  - 8.2. **Meetings.** Consultant and the District agree to participate in meetings to discuss the District's Strategic Plan, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
  - 8.3. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
9. **Originality of Services.** Except as to standard generic details, the 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 the Consultant and shall not be copied in whole or in part from any other source, except that submitted to the Consultant by the District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the 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 the Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations that the Consultant transacted under this Agreement. The Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to the Consultant and shall conduct audit(s) during the Consultant's normal business hours, unless the Consultant otherwise consents.
12. **Termination.**
  - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate the Consultant only for services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by the Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
  - 12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, the District shall only be obligated to compensate the Consultant for services satisfactorily rendered to the date of termination. Written notice by the Consultant shall be sufficient to stop further performance of services to the District after the expiration of the thirty (30) day notice period. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

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

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

Written notice by the 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 the District.

13. **Indemnification.** To the furthest extent permitted by California law, the 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 ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of the 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, the Project, or this Agreement, including without limitation the payment of all consequential damages.

#### 14. **Insurance.**

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

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

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

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ _____ \$ _____
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ _____ \$ _____
<b>Professional Liability</b>	\$ _____
<b>Workers Compensation</b>	Statutory Limits

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

14.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

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

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If the Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, the Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon the Consultant’s receipt of a written termination notice from the District. If the Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, the Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant’s employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that the Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 22.1. Requesting that the District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 22.2. Announced and unannounced observance of the Consultant, the Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, the 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 the 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.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **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 deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**  
 Ross Valley School District  
 110 Shaw Drive  
 San Anselmo, California 94960  
**Attn: Eileen Rohan, Superintendent**

**Consultant**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, California 9\_\_\_\_  
 ATTN: \_\_\_\_\_

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

26. **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.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

- 28. **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.
- 29. **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.
- 30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

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

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

**Ross Valley School District**

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

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

Name: Eileen Rohan

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

Title: Superintendent

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

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**Information regarding Consultant:**

Consultant: \_\_\_\_\_

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

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

\_\_\_\_\_  
Employer Identification and/or Social Security  
Number

**NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing 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 Work of this Agreement.

Date: \_\_\_\_\_

Name of Consultant or Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

**[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. (Education 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: *“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’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 Consultant, 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.”*

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- \_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.
- \_\_\_\_\_ Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- \_\_\_\_\_ Surveillance of Employees by District personnel.

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

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

**[MUST BE COMPLETED BY CONSULTANT’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 this certificate on behalf of Consultant.

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

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

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

**E.G., EDUCATIONAL PROGRAM PLANNING:**

- Working closely with the District's Facilities Executive Committee, review educational program needs for facilities at each site and assist with the development of an Educational Specification.
- Confirm, using District-supplied demographic information, any required new construction or additions to educational program spaces needed at each site.
- Develop recommendations for necessary facilities upgrades to support continuing educational program excellence at the sites.

Consultant shall prepare and present education specifications to the District by December 6, 2010.