

**SAN RAFAEL CITY SCHOOLS
MEASURES A & B CAPITAL FACILITIES PROGRAM
310 Nova Albion Way
San Rafael, CA 94903**

**Request for Qualifications and Proposals
Professional Commissioning Services
(RFQ/P No. PM-007)**

A. GENERAL PROJECT INFORMATION

The San Rafael City Schools (District) is seeking Statements of Qualifications and Proposals from Professional Commissioning Service Firms to perform comprehensive commissioning services for the projects described below.

Phase 1 Project Descriptions

Davidson- New 2-Story Modular Building with 10 integrated science labs and 6 prep rooms. Support spaces include student and staff restrooms on both floors, electrical room, elevator, exterior stairs and balcony. Architect: QKA, LLB. Contractor: JLC.

Total Building Area; 15, 672 sf.
Construction Budget: \$9,575,694

Laurel Dell- New classrooms (Grades 1-4, multi-purpose building, restroom and administration. Remodel existing multi-purpose building into two new kindergarten classrooms. Remodel existing classroom wing into new classrooms (grade 5 and school library. Architect: QKA, LLB Contractor: Swinerton Builders.

Total Building Area: 20,280 sf.
New modular construction 14,034 sf.
Existing building to be remodeled 6,246 sf.
Construction Budget: \$10,571,331

San Pedro – Single-story Modular Classroom Buildings with three classrooms to each building. One modular Teacher workroom and a Single-story Modular administration building. Scope will include the modernization of and existing Administration building into support services. Architect: HY. LLB Contractor: JLC.

Total Building Area: 12,024 sf.
New Modular Administration Construction 3,360 sf.
New Modular Classrooms (6) 8,104 s.f
New Modular Teachers Workroom 456.s.f
Existing buildinto be remodeled 2, 375 s.f.
Construction Budget: \$11,769,193

Venetia Valley- New 2 - Story Modular Classroom Building with 23 classrooms, and 7 supporting office spaces. New Multipurpose Modular Building housing a high volume MPR for assembly, school lunch and other group activities. The building also houses a mix of other spaces that include multi-stall restrooms, warming kitchen, classrooms, offices and a campus family center. Architect: SVA. LLB Contractor: Alten Construction.

Total Building Area: 41,300 s.f.

New Modular Classrooms (23)	33,000 s.f.
New Modular Multipurpose Bldg	8,300 s.f.
Demolition of (E) Classrooms	27,750 s.f.

Construction Budgets: Classrooms \$17,249,900 and Multi-Purpose \$5,829,775

San Rafael High School Phase 1: New Admin./Commons/Central Kitchen/Madrone Classrooms & Support

New 2-story building. Approx. 30,000 sf. Architect: HED
Construction Budget: \$20,360,000

Terra Linda High School Phase 1: New Library, Commons, Kitchen, Drama, Music Building

New 2-story building. Approx. 36,000 sf. Architect: HY
Construction Budget: \$24,500,000

B. SCOPE OF SERVICES

The Commissioning Authority (CxA) Consultant shall be responsible for meeting all the commissioning requirements of the Title 24 Building Code, as well as CHPS Commissioning.

Systems to be commissioned include:

- 1) HVAC Systems
 - a) Package units
 - b) Hot water systems
 - c) VRF systems
 - d) Air Handling systems
 - e) Exhaust fans
 - f) Kitchen mechanical systems, including Central Kitchen systems at SRHS project
 - g) HVAC controls systems, building and district-wide energy management systems
- 2) Domestic Hot Water & Plumbing Systems
 - a) Flow control devices
 - b) Pumping systems
 - c) Specialized plumbing waster systems for science classrooms
- 3) Electrical lighting systems and lighting controls such as daylighting controls, occupancy sensors, exterior lighting.

Design Phase Commissioning Process

The commissioning process activities completed by the CxA during the design phase include:

1. Assist in compiling the OPR document and/or review the OPR documentation for clarity and completeness, including language on the following features: mechanical, electrical, plumbing, architectural, lighting, energy consumption, commissioning, indoor environmental quality, and functionality for district operation.

2. Develop the initial outline of commissioning plan during the design phase.
3. Review the Basis of Design Documentation prepared by the A/E for conformance with the OPR.
4. Review the Basis of Design (BOD) and verify it addresses the project requirements identified in the OPR.
5. Participate in design workshops, design reviews, and value engineering discussions prior to the start of the construction documents phase of this work. Assist with technical discussion of MEP and building enclosure system details. Review the 100% DD documents and provide written comments.
6. Design Phase Coordination: Assemble the commissioning team, hold a scoping meeting and identify responsibilities. CxA, the District, and design team shall meet to discuss project scope, schedule, design elements, and how reviews will be coordinated. CxA will complete the Design Review Checklist compliance form (NRCC-CXR-01-E) and issue meeting minutes.
7. Design Phase Commissioning Plan: Develop the design phase commissioning plan, inclusive of the commissioning program overview, commissioning team description, and description of the commissioning process activities specific to this project.
8. CD Phase Reviews: Perform focused reviews of the design including specifications, drawings, sequences of operations, and other relevant project documents. Reviews shall be done at 65%, and 100% Construction Document phases. Back-check the review comments of the 65% and 100% Construction Document in the design submission. CxA performs reviews concurrently with the Design Team. The CxA design reviews are expected to be similar in rigor to a peer review with a focus on system design, energy efficiency, maintainability, accessibility, and for compliance with Federal, State and local codes. The CxA design review is also performed to confirm compliance with project requirements and for the design review checklists required by Title 24.
9. Commissioning Specifications: Develop commissioning specifications for all commissioned systems and equipment. Coordinate with and integrate into the specifications of the architect and engineers. Commissioning specification to include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements, including formats; alerts to coordination issues, deficiency resolution; construction Pre-Functional Checklists and startup requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
10. Construction Phase Commissioning Plan: Update design phase commissioning plan for the construction phase.
11. Operations Consultant Coordination: Coordinate with the Owner's operations consultant for the project and conduct two meetings, at minimum, to review the sequences of operations and the developing controls framework and issue meeting minutes. Comments from the meeting(s) should be documented and forwarded to the design team.
12. Design Phase Commissioning Meetings: Conduct design phase commissioning meetings, as needed, with all respective parties and issue meeting minutes. Potential system performance problems, energy-efficiency improvements, indoor environmental quality issues, operation and maintenance issues, and other issues may be addressed in these design reviews.
13. Controls Integration Meeting: Coordinate a controls integration meeting where the electrical and mechanical engineers and the CxA discuss integration issues between equipment, systems and disciplines to ensure that integration and responsibilities are clearly described in the specifications.

Construction Phase Commissioning Process

The commissioning process activities accomplished by the CxA during the construction phase include:

1. Commissioning Kick-Off Meeting: Coordinate and conduct the construction phase commissioning kick-off meeting with the project team and issue meeting minutes. CxA outlines the roles and responsibilities of each team member, specifies procedures for documenting commissioning activities and resolving issues, and reviews preliminary construction phase commissioning plan and schedule. CxA uses feedback to finalize the commissioning plan and schedule. These requirements for the kick-off meeting become part of the project specifications.
2. CM/PM Coordination: Post Commissioning Kick-Off Meeting minutes, coordinate with the construction management team and project management team to ensure all commissioning activities are being scheduled into the master schedule.
3. Commissioning Meetings: Plan and conduct commissioning meetings bi-monthly and distribute meeting minutes.
4. Commissioning Plan: Revise commissioning plan during the construction phase, as needed.
5. Contractor Submittals: Review all contractor submittals applicable to systems being commissioned for compliance with the OPR, BOD, and commissioning needs, concurrent with the design team reviews.
6. RFI & Change Order Review: All Requests for Information (RFI) and change orders applicable to the commissioned systems to be reviewed by the CxA for impacts on commissioning and project requirements.
7. Pre-Functional Checklists: The installation, start-up and initial checkout of the equipment and systems are executed and documented by the contractor on Pre-functional checklists provided by the CxA and on manufacturer checklists shipped with the equipment. Write and develop individual Pre-Functional Checklists for each piece of commissioned equipment utilizing the information from the equipment manufacturer/submittals. These checklists are to be tailored specific to the equipment of the project. Plan and conduct a separate commissioning meeting to introduce and provide the Pre-Functional Checklists and explain the process to the General Contractor and the subcontractors well before equipment is delivered at the project site. Introduce the checklists, illustrate the importance of completing the checklists during the progression of installation and clarify which trades fill out each section. Issue meeting minutes to all participants.
8. Site Observation Visits: Perform site observation visits to observe component and system installations and to verify that Pre-Functional Checklists of each equipment/system is being incrementally completed by each responsible contractor/sub-contractor. Prepare Site Observation Reports immediately after each site visit and distribute to the District and the design team after each visit. Add issues observed to the Master Issues Log. Develop deficiencies and resolution log.
9. Job-Site Meetings: Attend selected planning/job-site meetings to obtain information on construction progress and provide input on current commissioning activities and outstanding issues, if any.
10. Check-out Plan: Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
11. Pre-Functional Start-up: The CxA may witness some of the start-up execution and will spot-check selected items on the checklist prior to functional testing. Examples of these start-up activities that would be documented by the CxA may include, but not limited to:

- Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed;
 - Witness any ductwork testing and cleaning, sufficient to be confident that proper procedures were followed;
 - Document systems startup by reviewing start-up reports and by selected site observation;
 - Coordinate and conduct pre-balance meeting to review, test, and balance procedures with all parties involved prior to beginning the balance efforts to ensure all procedures are approved and will be documented per the project requirements;
 - Verify air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation;
 - Verify sensors and actuators are properly calibrated by the installing contractors
12. Functional Performance Test Procedures: Write the Functional Performance Test Procedures for all equipment and systems. Procedures to include manual functional testing, energy management control system trending, and may include stand-alone data-logger monitoring.
13. Functional Testing: CxA manages, witnesses, and documents the functional tests, with the actual hands-on execution of the test procedures typically carried out by the subcontractors, particularly the controls contractor. Acceptable performance is reached when equipment or systems meet specified design parameters under specified conditions during different modes of operation, as described in the commissioning test requirements of the specifications and commissioning plan. Some testing is completed by monitoring system operation over time through the building automation system or dataloggers and is not normally completed until a few weeks after occupancy. CxA to coordinate retesting as necessary until satisfactory performance is achieved.

The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot-checked by the CxA during functional testing. CxA shall provide stand-alone data loggers as necessary.

14. Performance Logs & Data: Analyze functional performance trend logs and monitoring data to verify performance. Include a trend data review report interpreting the data together with recommendations for improved performance in the Commissioning Report.
15. Master Issues Log: Maintain a Master Issues Log for all commissioning related issues. Report all issues as they occur directly to the District. Provide directly to the District written progress reports and test results with recommended actions.
16. Equipment Warranty Review: Review equipment warranties to ensure that the Owner's responsibilities are clearly defined and document any deficiencies.
17. O&M Manuals: Review and approve the preparation of the O&M manuals for commissioned equipment.
18. Systems Manual: Produce a Systems Manual inclusive of information needed to understand, operate, and maintain the equipment and systems. The manual consists of the design record, space and use descriptions, single line drawings and schematics for major systems, control drawings, sequences of control, table of key setpoints and implications when changing them, time-of-day schedules, seasonal adjustment/startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for recommissioning frequency by

equipment type, energy tracking recommendations, and recommended standard trend logs with brief descriptions of what to look for in them. Components of this manual include, but are not limited to those items listed above as well as:

- Site information including a narrative of the project scope;
- Site contact information including design and construction teams, operations staff, and emergency contacts;
- Utility connection and shutoff plans and information;
- Description of all commissioned systems, including equipment location plans and system flow and riser diagrams;
- Basic operations and maintenance narratives, including general site operating procedures, normal operation, emergency operation, basic troubleshooting, recommended maintenance requirements and logs, etc.;
- Final control sequences and current operational requirements including schedules and set points;
- Final test and balance information;
- Site equipment inventory and maintenance notes, including spare parts and special tools required for maintenance of equipment;
- Copy of all special inspection verifications required by the enforcing agencies;
- Other building operations resources and documentation

19. Systems Training: Enhanced systems training requirements are included in the specifications. CxA shall ensure adequate training plans are used by the contractor and training is completed per the contract documents. CxA must verify the requirements for training operating personnel and building occupants are completed.

20. Commissioning Report: Produce a Commissioning report that includes a list of participants and roles, building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the CxA regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas: (1) Equipment meeting the equipment specifications; (2) Equipment installation; (3) Functional performance and efficiency; (4) Equipment documentation; and (5) Operator training.

- Outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall be listed.
- Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
- Include a summary of the design review process, submittal review process, and O&M documentation and training review process.
- The issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training records, test schedules, contractor completed pre-functional checklists, start-up reports, completed functional performance tests, the final sequences of operations, blank functional performance tests, trend log analysis, and other documentation deemed necessary by the CxA should all be included within the commissioning report.

Occupancy and Operations Phase Commissioning Process

The commissioning process activities accomplished by the commissioning authority during the occupancy and operations phase include:

1. Schedule and verify deferred and seasonal testing by the contractor.
2. Verify continued training is completed by the GC.
3. Complete the final Commissioning Process Report.
4. Return to the site at 10 months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

C. QUALIFICATIONS: EDUCATION AND EXPERIENCE

The Principal Commissioning Authority (CxA) must have:

1. Acted as the principal commissioning authority for at least three projects of comparable size, type and scope.
2. A minimum of 5 years of experience providing commissioning services on similar projects.
3. Possess a Bachelor's Degree in Mechanical Engineering and be licensed as a Professional Engineer or an Architect within the State of California.
4. The commissioning authority must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope.
5. The commissioning authority should satisfy the qualifications of, and perform in accordance with, the Building Commissioning Associations (BCA) Essential Attributes of Building Commissioning.

D. PROPOSAL REQUIREMENTS

Proposals shall provide sufficient information to allow the District to evaluate the consultant's approach, experience, staff and availability.

1. Proposals shall be limited to 20 single-sided pages, including graphics. A letter of introduction, section dividers, detailed resumes and the sample work products are not included in this limit.
2. Proposal must be signed by an officer of the proposing firm with the authority to commit the firm.

Proposals must include the following information:

1. **Cover Letter** (not included in page count): An introduction letter, including the company name, address, telephone number, and email address of the person or persons authorized to represent the proposed entity regarding all matters related to the proposal. A person authorized to bind the firm to all commitments made in the proposal shall sign this letter. Also, include the address and contact information for the local contact office, if different than the main office, and the primary contact person for the Consultant.

2. **Company Information:** Give a brief history of the firm, office locations, service offerings, and staff size committed to performing commissioning services. As part of the narrative, please include an overview of your firm's philosophy with regards to the commissioning approach, and experience as it relates to basic services as outlined in the RFP.
3. **Relevant Experience:**
 - a) **Project Experience:** Describe your company's experience as it relates to similar projects and scope of work. Provide a list of projects your company has commissioned within the last ten (10) years. In addition, provide no less than three (3) and no more than five (5) detailed examples of completed projects relevant to this. Include client references, key personnel involved, and any sub consultants.
 - b) **Technical Expertise:** Briefly describe "relevant" technical experience in project phasing and completion of commissioning tasks as it relates to this project. For example, testing, adjusting and balancing, typical process challenges, IAQ, energy efficient equipment, project and construction management, troubleshooting and problem solving, controls systems optimization and sequencing, electrical lighting controls systems.
4. **Project Team:** Identify key personnel and any proposed sub-consultants who will be actively involved in the project, team structure, and reporting relationships. List the individual(s) who will serve as the lead CxA for the design phase and for the construction phase of the contract. Please include résumés (not included in page count) of key personnel and any subconsultants. The resumes shall include specific information about expertise in commissioning tasks, (e.g. design reviews, specification writing, commissioning management, troubleshooting, test writing, test execution, energy management, etc.). Staffing assignments should be specific enough to demonstrate understanding of the skills required and commitment of proper resources. List involvement of key team members' projects similar to this one.
5. **Project Approach:** Briefly demonstrate your approach and understanding of the key elements and deliverables of the project, including key project objectives and your technical solutions. Include a detailed technical and management approach for undertaking the project, including any necessary tasks which may not be noted in the RFQ/P to meet the project requirements. Describe your plan to manage the project expertly and efficiently, including your internal processes and your interaction with the project team. Describe how you intend to determine the appropriate level of commissioning effort for the commissioned systems and equipment.
6. **INSURANCE.** The selected respondents will be required to provide insurance coverage in the amounts noted in the attached Independent Consultant Agreement for Professional Services, **Appendix A**. This amount of insurance coverage shall be reflected in the respondent's professional fee.
7. **FEE PROPOSAL:** Provide a fixed, lump sum total fee to accomplish the work for the following phases: design, construction, occupancy and operations. Fee proposals should be separated by project. Provide a statement of hourly rates for services for the firm. Fee shall be provided in a separate attachment, independent of the proposal.
8. **PROCESS FOR SUBMISSION OF QUALIFICATIONS AND PROPOSALS**

Each Statement of Qualifications and Proposal submitted in response to this RFQP ("Proposal") should be in a sealed envelope and identify the name of the entity submitting the Proposal. Respondents to this RFP should mail or deliver four (4) copies, one (1) unbound copy and one (1) electronic copy of their Proposals to:

Dan Zaich, Sr. Director of Capital Facilities
San Rafael City Schools
310 Nova Albion Way
San Rafael, CA 94903

All Proposals are due by 4:00p.m., on April 17, 2018.

Fax or email responses will not be accepted.

Any inquiries regarding this RFP should be directed to Bill Savidge at: bsavidge@K12schoolfacilities.org, on or before April 6, 2018, at 5:00pm.

The selected entity(ies), if any, will be required to sign an agreement based on the District's form of agreement for independent consulting services attached hereto as **Appendix A**.

E. LIMITATIONS

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to award a contract or to reimburse any applicant for costs incurred in submitting a response to this RFP. The District, in its sole discretion, reserves the right to reject any or all Proposals submitted; to choose any combination of Proposals; to interview any, all, or none of the respondents; to negotiate with any respondent; to extend the deadline to submit a Proposal; or to amend or cancel in part or in its entirety this RFP.

F. 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 an agreement for the above-referenced services for which Respondent is submitting its Proposal, no person or entity submitting a Proposal, 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 agreement for the above-referenced services for which Respondent is submitting its Proposal with any member of the District, its governing board ("Board"), members of the selection committee, or any member of any other District committee. Any such contact shall be grounds for immediate disqualification of the Respondent.

G. DISTRICT'S EVALUATION PROCESS

Evaluation Criteria:

CxA and Cx Team qualifications	35 points
Project Experience	25 points
Project Approach	20 points
Proposed Fee / Reasonableness of Fee	20 points

Proposals will be reviewed for responsiveness and evaluated pursuant to the above-listed objective criteria, with particular attention to, without limitation, each respondent's qualifications and demonstrated competence in providing like services.

After the Proposals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top proposer(s). The District may elect to interview one or more proposer. Adequate time will be allowed for presentation of qualifications followed by questions and answers.

If a commitment is made, it will be to the most qualified respondent(s) with whom the District is able to negotiate successfully the terms and conditions of the required agreement documents.

Final selection of a proposer or proposers, terms and conditions of any and all agreements and authority to proceed with the services for which the Proposal was submitted shall be at the discretion of the District.

The selection committee will recommend the most qualified proposers to the District's Board. After selection by the Board, District staff will issue a letter of intent to commence negotiations with the best qualified proposers.

If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the second best qualified proposers in sequence until an agreement is reached or determination is made to reject all Proposals.

H. FINAL DETERMINATION AND AWARD

The District is not obligated to explain any deficiencies in responses, nor accept requests for justification from firms not selected for an interview. The District reserves the right to contract with any entity responding to this RFP as described above for all or portions of the above-described Project, to reject any response as non-responsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP process will lead to selection for participation in an interview, an award of contract or any consideration whatsoever. The award of a contract is at the sole discretion of the District, acting through its Board. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The selected entity(ies), if any, will be required to sign an agreement based on the District's form of agreement for independent consulting services attached hereto as **Appendix A**.

I. ASSIGNMENT

Any contract resulting from this RFP and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

J. PUBLIC RECORD

To the extent that the proposals submitted in response to this RFP are public records under California law, they may be released if requested by members of the public.

K. RFP RESPONSE SCHEDULE SUMMARY

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

DATE	EVENT	TIME DEADLINE
March 23, 2018	Release of RFP # PM-007	
April 3, 2018	Pre-Proposal Conference--Webex	10:00 a.m.
April 6, 2018	Deadline for submission of written questions to District concerning RFQP #PM-006.	5:00 p.m.
April 17, 2018	Deadline for all submissions in response to RFQP #PM-006.	4:00 p.m.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

Appendix A: Form of Agreement

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Professional Commissioning Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the ____ day of _____, 2018 by and between the San Rafael City Schools, ("District") and _____("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Professional Commissioning services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on _____ and will diligently perform as required and complete performance by _____, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	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 (\$ _____). Fees for each project shall be specifically delineated and used for billing. District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the hourly billing provided by Consultant. Payment shall be made 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. The schedule of deliverable Services to be produced is as follows:
 - 4.1.1. See Exhibit A for Milestone dates.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all

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

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

- 7.1. Not applicable.

8. **Performance of Services.**

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

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

- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant agrees to take such actions as are necessary to protect the rights assigned to the District in this Agreement, and to refrain from taking any action that would impair those rights. Consultant's responsibilities under this Agreement include without limitation, placing proper notice of copyright on all versions of the plans and specifications. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

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

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

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

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

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

14. **Insurance.**

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 0

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 and Employers' Liability Insurance.** Not required, Consultant has no employees.

14.1.3. **Professional Liability (Errors and Omissions).** Not required.

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

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

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

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

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

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

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

17. **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.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
19. **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. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 19.1. All site visits shall be arranged through the District;
 - 19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 19.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's

financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or 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:

San Rafael City School District

310 Nova Albion Way

San Rafael, California 94903

ATTN: Dan Zaich, Sr. Director of Capital Facilities

Consultant:

ATTN: _____

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

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or

invalidated in any way.

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

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

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

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

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 authorized 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__

_____ **School District**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

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"):

- X 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:

District Representative's 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.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature:

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: _____

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, it may be attached for reference.