

**ROWLAND UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**(FACILITIES MASTER PLAN)**

This Agreement for Professional Services ("Agreement") is dated \_\_\_\_\_, 2016 for reference purposes only and is made and entered into by and between the Rowland Unified School District, Rowland Heights, California ("District") and \_\_\_\_\_ ("Consultant"), (together, "Parties").

**RECITALS**

**WHEREAS**, District is authorized by California Government Code § 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special service required; and

**WHEREAS**, District is in need of such special services and advice; and

**WHEREAS**, Consultant is specially trained, experienced, and competent to perform the services pursuant to this Agreement; and

**WHEREAS**, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**AGREEMENT**

Now therefore, for good and sufficient consideration, receipt of which is acknowledged, the Parties hereby agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").

**Generally services include, but are not limited to the following:**

- **Perform and provide master planning services including: facilities assessment, space planning, facilities management, survey design and analysis, conceptual design, preliminary cost estimating, and cost benefit analysis for options including remodeling, new construction and new site acquisition.**

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

**As needed for all District sites.**

2. **Term.** Consultant shall commence providing Services under this Agreement on \_\_\_\_\_ 2016, and will diligently perform as required or requested by District as applicable. The terms of these Services shall expire on \_\_\_\_\_, 201\_. This Agreement may be extended upon mutual approval of both Parties to the extent permissible under applicable law.
3. **Submittal of Documents.** Consultant shall not commence the Work under this Agreement until Consultant has submitted and 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>      </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>      </u>	W-9 Form
<u>      </u>	_____

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a "Total Fee" not to exceed \_\_\_\_\_ as more particularly set forth in the attached **Exhibit "B"**. District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Consultant above the Total Fee, unless this Agreement is modified in writing beforehand to increase the Total Fee. This is a material provision.
5. **Invoicing.** During the course of providing the Services, Consultant shall invoice District (in the format and manner specified below) monthly for payment of Services performed or incurred in the immediate prior month. Within thirty (30) days of receipt of Consultant's invoice, District will make payment to Consultant of undisputed invoiced amounts due for Services. District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.
6. **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:
  - 6.1. No expenses outside of those estimated in project quotes shall be allowable without prior written approval by District.
7. **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, partners, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided District employees 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.
8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows: Not applicable.
9. **Performance of Services.**
  - 9.1. **Standard of Care.** Consultant shall perform and require its sub-consultants to perform the Services in accordance with the Agreement: (i) using recognized industry standards and professional skill, care, diligence and judgment adhered to by firms recognized for their expertise, experience and knowledge in performing the same type of Services elsewhere; and (ii) acting with due care and in accordance with applicable law, code, rule and/or regulation. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that District relies upon

such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

9.1.1. Consultant hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

9.1.2. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them. All of the foregoing shall be referred to herein as the "Standard of Care."

9.1.3. If any Services provided by Consultant is deficient because of Consultant's or its sub-consultant's failure to perform the Services in accordance with the Standard of Care, District will report such deficiencies in writing to Consultant. District thereafter may:

9.1.3.1. Have Consultant re-perform such Services at Consultant's own expense; or

9.1.3.2. Have such Services performed in accordance with the section entitled Termination for Default herein, by others and the costs thereof charged to and collected from Consultant.

9.1.3.3. Corrected or re-performed Services shall be subject to the Standard of Care.

9.1.3.4. District shall have the right, in its absolute discretion, to require the removal of Consultant's personnel at any level assigned to perform the Services (including any personnel of any sub-consultant), if Consultant considers such removal necessary in its best interests and requires such removal in writing. Such personnel shall be promptly removed by Consultant at no cost or expense to District. Further, any person who is removed from performance on the Scope of Work for any reason shall not be re-assigned to any other Services. Consultant shall replace or have sub-consultant replace any removed person with a qualified person acceptable to District.

9.2. **Meetings.** Consultant and District agree to participate in regular meetings or teleconferences 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.

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

9.4. **Information.**

9.4.1. **Furnished by District.** Upon request by Consultant, District shall furnish Consultant any general information and data readily available to District or those under contract to District, which Consultant determines may be of use to Consultant in the performance of the Services. District shall rely upon Consultant to determine which of the information and data readily available to District that Consultant requires for the performance of the Services hereunder. District makes no representations with respect to the reliability, accuracy, or

completeness of any information or data it may furnish hereunder. Consultant is entitled to rely on the information or data to the extent it believes it is appropriate to do so using its Standard of Care. Consultant shall apply its Standard of Care and seek any clarification or additional information as it deems necessary.

9.4.2. **Furnished by Others.** Consultant is to obtain, utilizing its own personnel, any required information that has been developed by other public or private agencies or companies that are not under contract to District. Consultant shall apply its Standard of Care as to the reliability of the information or data for the purpose for which Consultant intends on utilizing such information or data.

10. **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 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 the Services.
11. **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 District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **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 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 District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
13. **Suspension.**
  - 13.1. **District's Suspension of Services.** Consultant shall comply immediately with any written order it receives from District suspending the Services and take all reasonable steps to minimize costs allocable to the Services covered by the suspension during the period of suspended Services. Consultant shall resume performance of the suspended Services upon expiration of the notice of suspension, or upon District's direction. Should a suspension last more than thirty (30) days, Consultant shall be allowed an equitable adjustment in the Agreement Price and/or an extension of time, directly attributable to any District-ordered suspension and/or to recover reasonable costs incurred during such suspension for Consultant's costs beyond the initial thirty (30) day period. However, no adjustment shall be made under this section for any suspension, delay, or interruption to the extent that Consultant's performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Consultant or its sub-consultant(s), or for which an equitable adjustment or time extension is provided for or excluded under any other term or condition of this Agreement.

- 13.2. **Consultant's Suspension of Services.** If District fails to make payment of undisputed amounts of the Agreement Price when due Consultant hereunder, Consultant may, upon seven (7) days' advanced written notice to District, suspend further performance of Services until payment in full is received. In such event, Consultant shall have no liability for any delays or additional costs to District due to, or arising out of, such suspension.

#### 14. Termination.

- 14.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered prior to the date of termination.
- 14.2. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 14.2.1. material violation of this Agreement by the Consultant; or
  - 14.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or
  - 14.2.3. 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, District may secure the required services from another Consultant. If the expenses, fees, and/or costs to 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 District upon the receipt of 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.

15. **Indemnification.** To the fullest extent permitted by law, and in accordance with California Civil Code §2782.8, Consultant shall defend, indemnify, protect, and hold harmless District, District's Governing Board, each member of the Board, and its officers, agents and employees from and against any and all actions, assessments, counts, citations, claims, liens, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and Consultants' fees and causes of action ("Claim") resulting from, arising out of, pertaining to, or relating to, in whole or in part, the conduct or omission of Consultant, its sub-consultants, or their respective agents or employees, in: (a) performing the Services; (b) failing to comply in material respects with federal, state, and local laws and regulations applicable to the Services; (c) causing bodily injury or death of persons, or damage to or destruction of property; (d) District's reasonable reliance upon the use of data or other information provided or delivered by Consultant pursuant to the Agreement. The indemnification specified herein excludes Consultant's liability as to the active or sole negligence or willful misconduct of District. The foregoing shall include without limitation, attorneys' fees, experts' fees and costs, investigation expenses and costs incurred by District, and any defense afforded pursuant to this Section will be provided by counsel acceptable to District. This obligation shall apply during the Term of the Agreement and shall survive any termination of this Agreement until any such Claim is barred by the applicable statute of limitation and is in addition to any other rights or remedies that

District may have under the law or under this Agreement.

**16. Insurance.**

16.1. 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.

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, 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 District.)

16.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability 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.

16.1.3. **Professional Liability (Errors and Omissions).**

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	\$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000
<b>Professional Liability (Errors and Omissions)</b>	\$ 1,000,000

16.2. **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 District and approved by District. Certificates and insurance policies shall include the following:

16.2.1. 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 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."

16.2.2. 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.

16.2.3. An endorsement stating that 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, , 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.

16.2.4. All policies shall be written on an occurrence form.

16.3. **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 District.

17. **Disputes.** Prior to Consultant's initiation of any litigation to recover any money damages under this Agreement, Consultant must first comply with the claims presentation requirements set forth in California Government Code Sections 900 et seq.

18. **Continuation of Consultant's Services.** Except in the event of District's failure to make payment of undisputed amounts of the Agreement Price due Consultant hereunder, Consultant shall continue to provide and perform the Services despite any other dispute Consultant may have with District.

19. **Interaction with the Media and Public.** Consultant shall promptly refer all inquires from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform District about what action was taken to alleviate the complaint.

20. **Prevailing Wages.** N/A.

21. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.

22. **Assignment.** Consultant shall not assign, transfer, convey or otherwise dispose of the Agreement (or the right, title, or interest in it or any part of) without the prior written consent and endorsement of District. Any assignment of proceeds of the Agreement shall be subject to all proper setoffs and withholdings in favor of District and to all deductions specified in the Agreement. All monies withheld, whether assigned or not, shall be subject to being used by District for completion of the Services. In the event that District consents to such assignment of monies, written notice thereof shall be given by Consultant to District at least twenty (20) days before payment is due.

23. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of District's Governing Board and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the 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 District, in writing, and, at the sole option of 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 District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

24. **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. Except for any license or permits furnished by District, Consultant shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services. The costs of any permits and complying with such permits shall be included in the Scope of Work.
25. **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.
26. **Anti-Discrimination.** It is the policy of 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 sub-consultant(s).
27. **Fingerprinting of Employees.** District has determined on the basis of scope of work in this Agreement, that Consultant and its sub-consultants and employees will have only limited contact with pupils at most. Consultant shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
28. **Disabled Veteran Business Enterprises.** Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%), per year, of funds expended each year by the District on projects or programs that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Facility Master Plan may use funds allocated under the Act. Therefore, to the extent feasible, the Consultant shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals and appropriate documentation identifying the amount paid to DVBEs in conjunction with this Agreement.
29. **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.
30. **District's Evaluation of Consultant and Consultant's Employees and/or Sub-consultants.** District may evaluate the Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
  - 30.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and sub-consultants and each of their performance.
  - 30.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or sub-consultant(s).
31. **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.

- 32. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or sub-consultant(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.
- 33. **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:**  
Rowland Unified School District  
1830 S. Nogales Street  
Rowland Heights, CA 91748  
ATTN: Superintendent  
Phone: (626) 854-8303  
Fax: (626) 854-8302

**Consultant:**

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.

- 34. **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.
- 35. **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 District’s administrative offices are located.
- 36. **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.
- 37. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction for any reason, then to the fullest extent permitted by law (a) all other provisions hereof will remain in full force and effect and will be liberally construed in order to carry out the intent of the parties hereto; (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof; and (c) any court or arbitrator having jurisdiction will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law and in accordance with the Parties’ intent.
- 38. **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.

- 39. 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.
- 40. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 41. 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.
- 42. 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.
- 43. 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: \_\_\_\_\_, 2016

Dated: \_\_\_\_\_, 2016

**Rowland Unified School District**

**[Consultant]**

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

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

Print Name: Alejandro Flores

Print Name:

Print Title: Assistant Superintendent of Administrative Services

Print Title:

**Information regarding Consultant:**

Consultant:

License No.: N/A

Address:

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

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

\_\_\_ Individual

\_\_\_ Sole Proprietorship

\_\_\_ Partnership

\_\_\_ Limited Partnership

\_\_\_ Corporation, State: California \_\_\_\_\_

**NOTE: Title 26, Code of Federal 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, District**

\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other: \_\_\_\_\_

**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 Contract.

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 District prior to performing any Work under this Contract.)

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

**EXHIBIT "B"**

**CONSULTANT'S PRICES FOR SERVICES**