

**REQUEST FOR PROPOSAL 2024-21
LONG RANGE FACILITY MASTER PLAN**



Carlsbad
Unified School District

**Carlsbad Unified School District
Facilities Planning & Construction Management
6225 El Camino Real
Carlsbad, CA 92009**

**Any questions relative to this project should be directed to:
Jessica Kimbrell, Director of Facilities Planning & Construction Management,
bidning@carlsbadusd.net**

RFP Issued: January 9, 2025

Proposals Due: February 13, 2025 no later than 10:00 AM

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NOTICE TO CONSULTANTS

NOTICE IS HEREBY GIVEN that the Carlsbad Unified School District of San Diego County, California, acting by and through its Board of Trustees, hereinafter referred to as the District will receive up to, but not later than **10:00 AM PST, February 12, 2025, via email to bidning@carlsbadusd.net**, proposals for the award of a contract for the following:

RFP 2024-21 Long Range Facilities Master Plan

Submissions are to be provided **electronically**, and it is highly recommended to submit in advance of the deadline date. All proposals shall be made on form(s) furnished by the district and conform with and be responsive to the contract documents. Any qualification that is submitted after this time shall be non-responsive and returned. Any claim by a consultant of error in its qualifications must be made in compliance with section 5100 et seq. of the public contract code.

Mandatory Pre-Proposal Meeting

A mandatory Pre-Proposal meeting will be held on January 21, 2025 at 9:00 am at the Carlsbad Unified School District main office, 6225 El Camino Real, Carlsbad, CA 92009. Proposers are **strongly required** to attend the meeting in order to gain a comprehensive understanding of the District's needs. Attendance is essential for those planning to submit a proposal, as it will provide important insights and clarify expectations.

Letter of Interest

All interested parties must send a **Letter of Interest by January 24, 2025** end of the business day to be considered for the RFP process. The Letter of Interest must be sent electronically to the email: bidning@carlsbadusd.net. Proposals will not be accepted from consultants that do not submit a Letter of Interest.

All Statements of Proposals ("SOP") must be submitted via email to bidning@carlsbadusd.net, to the above address no later than 2:00 p.m., Thursday, February 13, 2025.

Qualifications will not be opened publicly. Any proposal received later than the specified time shall be disqualified. Each proposal shall be in accordance with qualifications and instructions and information contained in this RFP. If your firm does not meet the qualifications listed in the proposal, your firm may be deemed non-responsive. The District reserves the right to accept or reject any or all proposals or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the District. Responses shall remain valid and subject to acceptance anytime within sixty (60) days after the submission deadline, unless a longer period of time is mutually agreed to by the parties.

Proposing firms are hereby made aware that the District will not reimburse costs for the preparation of the proposal to any proposing firm for any reason.

Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this RFP and that no person having any such interest shall be subcontracted in connection with this RFP, or employed by Respondent.

Respondents will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the proposal, along with any other remedies available to the District.

Clerk of the Governing Board
Carlsbad Unified School District
Publication: *San Diego Daily Transcript* - January 9 and 16, 2025

i. BACKGROUND

Carlsbad Unified School District (The District) educates more than 11,000 students in nine (9) elementary schools, three (3) middle schools, one (1) continuation high school and two (2) high schools in the city of Carlsbad. In addition, the District has one (1) administrative facility (See Appendix A). Carlsbad Unified School District is recognized as one of the highest achieving school districts in San Diego County.

The District is requesting Proposals from firms interested in providing professional services relating to the development of a Long Range Facility Master Plan (LRFMP). The District intends to enter into a contract with the successful firm by mid-March 2025. The District desires the scope of this contract to be completed, and ready for presentation to the School Board with approval of the LRFMP by Fall 2025.

The District is planning to sell the remaining \$87M of its 2018 Measure HH Bond authorization in the first quarter of 2025.

ii. SCOPE OF SERVICES

The District is seeking a variety of master planning services, including:

- Phase 1 - A mini-master plan for the projects remaining at the Phase III schools – Poinsettia Elementary, Calavera Hills Elementary and Middle Schools, North County Academy, Carlsbad High School and Sage Creek High School; a high level facilities master plan for the remaining school sites and current facilities assessment, space planning, facilities management, conceptual design, preliminary cost estimating, and cost benefit analysis for options including remodeling, facility improvements, and new construction. Provision of the services will also require meeting, as needed, with the District Facilities Planning & Construction Management and Maintenance and Operations staff, upper level District administrators, and other potential community members via public input meetings, for programming guidance. Consultants must have experience in facilities master planning for California TK-12 educational facilities and in facilitating innovative and collaborative solutions.
- Phase 2 – Master Plan - Balance of school sites to meet Proposition 2 requirements
- Phase 3 – Needs Assessment/Deferred Maintenance plan districtwide

Primary goals for the Facilities Master Plan include:

2. Conduct a complete and thorough visual, non-intrusive assessment of all District facility buildings, components and site/grounds, including the core and shell of all buildings, including superstructure, exterior closure and roofing. Identify any deficiencies, including program and service areas, utility systems and infrastructure, telecommunications and health, safety and security conditions by school/District building. Prepare a digital database of all existing District properties including location and age of each building on the site, land area and site improvement. Prepare a Facilities Condition Index for each of the sites with reference to remaining useful life of systems (in months) and costs to repair/replace systems.

3. Utilize District Maintenance & Operations information from records and interviews to supplement site investigations. Incorporate deferred maintenance needs at each campus into the Facilities Master Plan.
4. Identify the District's current and future needs for additional facilities based on District's educational initiatives, existing capacities and projected enrollment by school in the near and long-term future. Work with existing District demographic consultants to project future enrollment and facility needs based on forecasts and curricular trends.
5. Identify and evaluate costs and benefits of a broad array of options to meet current and projected facility needs.
6. Incorporate cost estimates for each improvement by school site.
7. Develop a facilities improvement project list and develop an interactive web-based facilities management plan.
8. Define implementation steps necessary to fulfill the needs identified, coordinating the identified scope of work with funding resources and creating a ten (10) year Planning Schedule for the work to be done District-wide.

The Facilities Master Plan shall be developed with input from District staff (Staff to be determined).

The ten-year plan shall be broken down by fiscal year and subject to review at the end of each fiscal year.

Plan must include the following components:

- School Site Capacity Study
- Demographics and Saturation Study:
 - Phase I: all APPROVED development. What our school housing needs will look like when all currently approved development is complete.
 - Phase II: all PLANNED development. Long-term, what our school housing needs will be when projects that are many years off are completed.
 - Phase III: complete maturation. What our school housing needs will be when ALL property within the city is developed according to its current uses.
- Educational Specifications
- Needs Assessment: evaluate all facility needs (plan must include kitchens); safety and security, modernization needs, technology infrastructure, energy audit, field maintenance costs, etc.
- Financing Plan: determine Local, State and Federal Funds available to meet the District goals on a per project basis (estimated project costs; funding options)
- Project List/Priorities/Schedules

FIRM/CONSULTANT QUALIFICATIONS

The ideal consultant team will have the following characteristics:

- Have successful experience providing facilities master planning services for California TK-12 school districts
- Ensure that staff have the necessary experience and resources to deliver high-quality facilities master planning services.
- Have reasonable proximity to the City of Carlsbad
- Work collaboratively with District and District's Authorized Representative(s)
- Be flexible in nature. Be solution-oriented

- Be organized, effective and efficient. Exercise professional prioritization skills. Utilize current web-based software and technology
- Be proactive. Be prepared, working in advance of deadlines

AGREEMENT FOR SERVICES

Attached to this RFP is the Consultant Agreement for Facilities Master Planning Services (Appendix "A").

All comments or objections to the Consultant Agreement must be included in Respondent's response to the RFP, due by **10:00 a.m., Thursday, February 13, 2025**. The District will consider all comments and objections in making its determination whether to interview or select the Respondent. Final terms and conditions of the Agreement for Services will be negotiated prior to final selection.

PROPOSAL SUBMISSION

All Statements of Proposals ("SOP") must be submitted via email to bidning@carlsbadusd.net no later than 10:00 a.m., Thursday, February 13, 2025. **Proposals received after the above stated time and date will be rejected. Faxed or hard responses will not be accepted.**

FORMAT FOR PROPOSAL SUBMISSION

General Instructions:

All qualifications are to be submitted in compliance with the format set forth above and in the order as outlined below to facilitate evaluation by the District of the candidate's ability to meet or exceed the specified requirements.

The proposal should be concise, well organized and demonstrate the respondents qualifications and experience applicable to the envisioned project. The proposal shall meet the minimum requirements listed herein. The proposal shall be limited to twenty (20) pages. All submittals shall be tabbed by section and subsection number listed below, for easy referral to the numbered answer. All submittals shall become the property of the District and will not be returned. All proposals must be signed by an authorized individual or officer of the firm submitting the proposal.

Clarifications or questions must be submitted by email to Jessica Kimbrell, Director of Facilities Planning & Construction Management at bidning@carlsbadusd.net. Deadline for submittals of Request for Information (RFI) is Thursday, January 30, 2025, no later than 2:00 p.m. RFI responses will be provided in writing and transmitted by e-mail no later than Tuesday, February 4, 2025.

Statement of Proposal Requirements and District Scoring Scheme:

SECTION 1 – Executive Summary and Business Profile - Furnish a brief profile of your firm.

- State the legal name of your firm, address, telephone, e-mail address, date firm established, number of current employees (if a firm), and type of business (individual, corporation, etc.).
- Provide a brief description of your architectural firm, including number of years in business, number of employees (company-wide) and those located in San Diego County.
- List applicable license number(s), registration number(s), and federal taxpayer ID number.

- Identify who is authorized to sign agreements (contact name and title) and represent your firm in matters related to this Statement of Qualifications. This individual must sign the Letter of Introduction.
- Name of the primary Principal who will serve as the District contact person through the course of a project.

SECTION 2: Team

- Chart showing major components of the firm’s organization, including the names of individuals in key positions.
- Program organization chart – including the names of individuals to be involved in this program. Include resumes/qualifications/relevant experience of these individuals.
- The names of firms and individuals that will perform any sub-consultant work for your firm (i.e. outside firms providing cost estimating, planning, architectural design, structural, mechanical or electrical engineering services). Provide resumes/qualifications/experience of each person to be involved in the program.

SECTION 3: References

- The name, address, phone number of five (5) previous clients for similar projects. Provide a list of references for projects which your firm, including your sub-consultants, has performed collectively.
- Provide photos and literature on related similar projects done by the individuals listed in Section two (2). Do not include projects completed by other branch offices or by individuals that are not part of the proposed program organization chart.

SECTION 4: Capacity

- Indicate the individual or firm’s proximity to the District and availability to accomplish the work. List the proposed staff’s current and anticipated availability over the next 6 months.

SECTION 5: Experience

- Describe your firm’s specific approach for accomplishing the District’s “mini” facilities master plan goals for the Phase III schools – Poinsettia Elementary, Calaveras Hills Elementary and Middle Schools, North County Academy, Carlsbad High School and Sage Creek High School.
- Demonstrate how your firm would assist the District in abiding by the new Proposition 2 requirements.
- Describe your approach in developing a scope of work on a targeted modernization on a campus.

SECTION 6: Proposal

- Phase 1 - Base Price - “Mini” master plan - Poinsettia Elementary, Calaveras Hills Elementary and Middle Schools, North County Academy, Carlsbad High School and Sage Creek High School
- Phase 2 - Alternate Price - Master Plan - Balance of school sites to meet Proposition 2 requirements
- Phase 3 - Needs Assessment/Deferred Maintenance plan districtwide
- Firm’s hourly rate fee schedule

STATEMENT OF PROPOSALS REVIEW PROCESS

District staff will review all submitted proposals. After the review, staff may select one (1) or more firms to do follow-up interviews.

i. KEY DATES

Request for Proposal issue date:	January 9, 2025
Mandatory Pre-Proposal Conference:	January 21, 2025 @ 9 AM
Letter of Interests Due:	January 24, 2025
Last date for questions/clarifications:	January 30, 2025 @ 2 PM
Final Addendum:	February 4, 2025
Due date for Proposal:	February 13, 2025 @ 10 AM
Anticipated Interview date:	March 4, 2025
Board of Trustees Award:	March 12, 2025

LATE PROPOSALS WILL NOT BE ACCEPTED

PROPOSALS SUBMITTED VIA FACSIMILE WILL NOT BE ACCEPTED

1. Proposals must be typewritten, concise, straightforward, and must address each requirement and question.
2. The District reserves the right to negotiate modifications with any firm as may be required to serve the best interests of the District and to negotiate the final contract with the most qualified candidate.
3. All proposals and/or qualifications will become the property of the District. Information in proposals will become public property and subject to disclosure laws. The District reserves the right to make use of any information or ideas in the proposal. All proposals will be maintained as confidential working papers until officially placed on the District's Board of Education meeting agenda.
4. The District reserves the right to reject any and all proposals and/or qualifications and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of a proposal for this RFP is solely the responsibility of the candidates.

NOTE: From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Board of Trustees ("Board"), Independent Oversight Committee ("IOC"), or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the entity submitting a SOP.

(If additional explanation of payment terms is required, attach Exhibit B which is incorporated here in full by this reference.)

4. 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:

N/A

(If additional explanation of expense reimbursement terms is required, attach Exhibit C which is incorporated here in full by this reference.)

5. Precedence of Agreement Over Exhibits. Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.
6. Standard of Performance. Consultant shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Consultant by this Agreement.
7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and shall act as an independent Consultant. Consultant shall perform its obligations under this Agreement according to the Consultant's own means and methods of work which shall be in the exclusive charge and under the control of the Consultant, and which shall not be subject to control or supervision by District except as to the results of the work. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement. Nothing in this Agreement shall give the Consultant authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. Consultant is not authorized to make any representation, contract or commitment on behalf of the District.
8. Taxes. Consultant acknowledges and agrees that it is the sole responsibility of Consultant to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. No part of the Consultant's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. Materials. Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

N/A

10. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, 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 sources, except that submitted to Consultant by District as a basis for such services.
11. Confidentiality and Use of Information.
 - (a) Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - (b) Consultant shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise District and, as a result of the use of any programs or materials developed by Consultant under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
12. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Consultant shall make available to District for examination at District's primary administrative offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
13. Works for Hire/Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. Termination. District may at any time, with or without reason, terminate the 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 not later than five (5) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Consultant; or (b) any act by Consultant exposing the District to liability to others for personal injury or property damage; (c) or if Consultant is adjudged a bankrupt, and 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 of termination for cause shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another Consultant. If the cost to the District of obtaining the services from another Consultant exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Consultant. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

15. "DEFENSE AND INDEMNITY." (a) District shall not be liable for, and Consultant shall defend and indemnify District and its officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, Consultants, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. Consultant shall have no obligation, however, to defend or indemnify District Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of District Parties.

(b) Consultant shall defend and indemnify the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

16. Insurance. All insurance shall be in a form and with insurance companies acceptable to the District, and licensed by the California Department of Insurance. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. The insurance policies (other than Worker's Compensation) shall include provisions for waiver of subrogation.

Consultant agrees to carry a comprehensive commercial general liability policy with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury and property damage per occurrence and two million dollars (\$2,000,000.00) aggregate in

a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. The General Liability insurance shall have and A.M. Best rating of no less than A.

Consultant agrees to carry an automobile liability insurance policy with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury and property damage per accident. Automobile Liability Insurance shall cover all owned, non-owned and hired vehicles.

In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than ten (10) working days after execution of this Agreement, Consultant shall provide District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Consultant agrees to name District and its officers, agents and employees as additional insureds under said policy.

17. Professional Errors and Omissions Insurance. Consultant agrees to maintain in full force and effect professional Errors and Omissions Insurance in the amount of two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate. No later than ten (10) working days after execution of this Agreement by both parties, Consultant shall provide District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.
18. Workers' Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder in the amount of at least one million dollars (\$1,000,000) per accident for bodily injury and disease. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and hold harmless the District from such claim.
19. Inspection by District. The services completed herein must meet the approval of the District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Consultant do not conform to the specifications and requirements of this Agreement, District may require Consultant to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Consultant correctly performs them. When the services to be performed are of such a nature that Consultant cannot correct its performance, the District shall have the right to (1) require the Consultant to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by District. In the event Consultant fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Consultant, and/or withhold from payment due to Consultant, any costs incurred by District that

are directly related to the performance of such services, or (2) terminate this Agreement for default.

20. Hazardous Materials. Consultant shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Consultant agrees that it will not store any Hazardous Materials at any District Facility without prior approval of the District Administrator of Agreement or in violation of the applicable site storage limitations imposed by Environmental Law. Consultant agrees to take, at its expense, all action necessary to protect third parties, including, without limitation, employees, students, and agents of the District from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Consultant agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the District with respect to any third person under any Environmental Laws.

21. Contact with Students. Consultant will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Consultant fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Consultant shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury, damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to prohibit its employees, sub consultants or agents from having pupil contact or communication. Any sub consultants hired by Consultant shall be subject to and shall comply with this section, and it shall be the Consultant's responsibility to require compliance with this section. Consultant and sub consultant shall be jointly and severally liable for any injury that results from sub consultant's failure to comply with this provision. Based on the determination that neither Consultant nor any sub consultant of Consultant will have contact with pupils, no fingerprinting of Consultant or its agents, sub consultants or employees is required by this Agreement.

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

23. Compliance with Applicable Laws. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.
24. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
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. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
27. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or a perception that a person has or is associated with a person who has, or is perceived to have, any of these characteristics.
28. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
29. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
 For District: Jessica Kimbrell, Director of Facilities Planning and Construction Management
 6225 El Camino Real
 Carlsbad, Ca 92009

 For Consultant: _____

30. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by

written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

31. 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.
32. Successors. All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
33. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract. In construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
34. Conflicts of Interest. Consultant presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Consultant shall not employ any person having any such interest in the performance of this Agreement.
35. Cartwright Act. Following receipt of final payment under the Agreement, Consultant assigns to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the Consultant for sale to the District under this Agreement.
36. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
37. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

Approved by Board of Trustees on _____

DISTRICT

CONSULTANT

By: _____
Signature

By: _____
Signature

Typed Name

Typed Name

Title

Title

CERTIFICATION OF COMPLIANCE-CONTACT WITH PUPILS

_____ (Consultant) certifies that pursuant to Education Code Section 45125.1, it has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Carlsbad Unified School District, pursuant to the contract, and that non have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code 45125.1, attached hereto is a list of the names of the employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Consultant

Signature

Date

CERTIFICATION OF DISCLOSURES

Submission of the complete and accurate Certification of Disclosures is a requirement for consideration.

- 1. Provide a disclosure of any and all relationships with current District employees and/or Board members that could be determined to be a conflict of interest for this RFP.

- 2. Disclosure of any finder’s fees, fee splitting, payments to consultants, or other contractual arrangements of the Firms that could present a real or perceived conflict of interest.

- 3. Disclosure of all litigation (claims, lawsuits and legal proceedings) involving your business in the last five (5) years. Briefly state the nature of the action and the outcome, if any.

- 4. Within the last five years, has your company been terminated by a client during the course of any project? If so, please explain.

Above Information Completed By **(Signature)**:

Name: _____

Position: _____

Date: _____

Above Information Reviewed and Certified to be True By **(Signature)**:
(Must be an Owner, Managing Partner, or Chief Executive of the Business)

Name: _____

Position: _____

Date: _____

APPENDIX A
DISTRICT SITES AND ADDRESSES

- | | |
|---|---|
| 1. Aviara Oaks Elementary School
6900 Ambrosia Lane
Carlsbad CA 92011 | 9. Jefferson Elementary School
3743 Jefferson Street
Carlsbad CA 92008 |
| 2. Aviara Oaks Middle School
6880 Ambrosia Lane
Carlsbad CA 92011 | 10. Kelly Elementary School
4885 Kelly Drive
Carlsbad CA 92008 |
| 3. Buena Vista Elementary School
1330 Buena Vista Way
Carlsbad CA 92008 | 11. Magnolia Elementary School
1905 Magnolia Avenue
Carlsbad CA 92008 |
| 4. Calavera Hills Elementary School
4100 Tamarack Avenue
Carlsbad CA 92010 | 12. Pacific Rim Elementary School
1100 Camino de las Ondas
Carlsbad CA 92009 |
| 5. Calavera Hills Middle School
4104 Tamarack Avenue
Carlsbad CA 92010 | 13. Poinsettia Elementary School
2445 Mica Road
Carlsbad, CA 92009 |
| 6. Carlsbad High School
3557 Lancer Way
Carlsbad CA 92008 | 14. Valley Middle School
1645 Magnolia Avenue
Carlsbad CA 92008 |
| 7. Carlsbad Village Academy
Alternative High School
3557 Lancer Way | 15. Sage Creek High School
3900 Bobcat Blvd.
Carlsbad, CA 92010 |
| 8. Hope Elementary School
3010 Tamarack Avenue
Carlsbad CA 92008 | 16. CUSD District Office
6225 El Camino Real
Carlsbad, CA 92009 |