



ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

**REQUEST FOR QUALIFICATIONS & PROPOSALS (“RFQP”)
LABOR COMPLIANCE CONSULTING SERVICES**

FOR

**MEASURE “AVH”
BOND PROGRAM**

RFQP #5/25-26

RFQP Date: April 20, 2026

DUE Date: May 13, 2026

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
LABOR COMPLIANCE CONSULTING SERVICES
FOR MEASURE “AVH” BOND PROGRAM
RFQP #5/25-26**

SCHEDULE

EVENT	DATE
Release of RFQP:	Monday, April 20, 2026
RFQP Questions / Clarifications Due:	Thursday, April 30, 2026; 12:00 p.m.
Answers to RFQP Questions / Clarifications:	Wednesday, May 6, 2026
Proposal Due Date:	Wednesday, May 13; 2:00 p.m.
Interviews (if necessary):	TBD
Board of Trustees Approval (tentative):	Tuesday, June 9, 2026

I. PURPOSE

The Antelope Valley Union High School District (the “District”) is seeking qualified consultants, firms, partnerships, corporations, associations, persons, or professional organizations (“Consultant(s)”) submit a statement of qualifications/proposal (“SOQ/P”) for labor compliance consulting services in connection with various modernization and new construction projects (hereinafter referred to as “Projects”) related to the AVUHSD Bond Measure AVH. Projects will be funded by local bonds and may be eligible to receive state funding. The District is utilizing multiple delivery methods, and when applicable, the skilled and trained labor workforce requirements for these delivery methods mandated by the State of California shall be enforced.

The District’s objective is to obtain qualifications from capable full-service labor compliance consulting firms to monitor compliance with the District’s Community Workforce Agreement (CWA); also referred to as a project labor agreement, who can meet or exceed the requirements set forth herein and in the Labor Code, Title 8 of the California Code of Regulations and by the Department of Industrial Relations, California Assembly Bills AB 1486, AB 2316 and California Senate Bill No. 693. The purpose of this RFQP is to select a consultant that will serve the District in Labor Compliance monitoring and administration of the above-referenced projects.

A copy of the CWA can be found here: [AVUHSD Community Workforce Agreement](https://www.avdistrict.org/about/district-departments/business-services/bids-rfps-rfa) (https://www.avdistrict.org/about/district-departments/business-services/bids-rfps-rfa)

II. INTRODUCTION

The District is a public 9-12 school district located in the cities of Lancaster, Palmdale and their immediate suburbs, Los Angeles County, California. Currently, the District operates eight (8) comprehensive high schools, three (3) alternative high schools, and one (1) early

college high school in partnership with Antelope Valley Community College. Future projects shall be funded by Bond Measure AVH, a general obligation fund of \$398M approved in 2024. For additional information concerning the Measure AVH Bond program please see:

<https://www.avdistrict.org/community/2024bond>.

III. DISTRICT GUIDELINES AND EXPECTATIONS

This RFQP is not a formal request for bids or an offer by the District to contract with Firm(s) responding to this RFQP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFQP as necessary. All materials submitted to the District in response to this RFQP shall remain the property of the District. The District also reserves the right to seek proposals from, or to contract with, any Firm not participating in this process. The District shall not be responsible for the costs of preparing any proposal in response to the RFQP. Responses received from this RFQP will be used by the District to inform any adjustments or changes to the Professional Services Agreement attached hereto as Attachment "A". The agreement is subject to review and negotiations relative to the professional services provided and subject to final review and approval of the District's legal counsel.

Firms must have extensive experience in the construction of public-school facilities in California, compliance and administration of CWA work, and extensive experience as a public school district representative, working with contractors and other school facility related consultants, establishing project scope, project budgets, and bidding procedures under both Public Contract Code and alternative construction delivery methods, including lease-leaseback.

Firms interested in submitting proposals are directed to make personal contact only with the Bond Program Project Coordinator, identified herein, and should not contact the District Board of Trustees members, the Superintendent, Assistant Superintendents, any member of the Citizens' Oversight Committee, or any other officials or staff of the District. The District may reject proposals if a Firm or its representatives make direct contact with the District.

In the spirit of total transparency, the District requires the submitting firm to include in their proposal a Financial Interest Certification stating that no member of the team has had any financial interest or business relationship with the District Board members or staff. By submitting this certification, the submitting firm agrees to the posting of this information to the public through the proposal. Refer to Attachment "B" of this RFQP.

Firms must disclose any relationship with the District and execute the Conflict of Interest Statement included with this RFQP. Refer to Attachment "C" of this RFQP.

IV. TERM

The District reserves the right to select one Consulting firm for Labor Compliance services or a pool of firms which are considered the most qualified to meet or exceed the District's requirements for the best value at the lowest cost and highest quality. The Consulting firm(s) selected per this RFQP shall be validated for a period of five (5) years.

The Consultant shall carry out the responsibilities briefly delineated in the scope of services set forth below and on the form of Agreement, Attachment "A".

V. QUESTIONS/REQUESTS FOR INFORMATION

All questions and requests for explanations or clarifications pertaining to this RFQP must be submitted in writing via email and must be received NO LATER than 12:00 p.m. on Thursday, April 30, 2026 to Joy Jacobs, Bond Program Coordinator at joy.jacobs@fonder-salari.com. Questions and Answers will be issued as an addendum to the RFQP on the date and time listed in the above RFQP schedule. All addenda will be posted to the District website.

VI. SUBMISSION DEADLINE

Respondents to this RFQP shall submit one (1) electronic copy in PDF format via e-mail, NO LATER than 2:00 p.m., Wednesday, May 13, 2026 to:

Antelope Valley Union High School District
Measure AVH Bond Program
Attention: Joy Jacobs, Bond Program Project Coordinator
Email Address: joy.jacobs@fonder-salari.com
Subject: Proposal for RFP No. 5/25-26

VII. SCOPE OF SERVICES

The selected Consultant shall provide a scope of services that includes for full-service Labor Compliance Consulting Services to monitor compliance with the District's Community Workforce Agreement (CWA), also referred to as a project labor agreement, for various facility improvement projects relative to the implementation of their current and ongoing capital facility projects, as deemed necessary by the District. The selected Consultant must be prepared to perform some or all of the Services described below. The exact scope for each project will be determined by the District on a project-by-project basis depending on the needs of each project and pursuant to individual solicitations for each project.

Consultant should have extensive experience with Department of Industrial Relations ("DIR"), California Labor Code, Regional Prevailing Wage Requirements, Office of Public School Construction ("OPSC"), the Uniform Building Code ("UBC"), Title 24 of the California Code of Regulations, and the Division of the State Architect ("DSA"). Respondents must have extensive experience in the construction of public school facilities in addition to being a public school district representative, and working with contractors.

The selected consultant(s) will provide Project Labor Administration and Coordination services for the Antelope Valley Union High School District for both CWA and non-CWA projects as determined by the District. The selected consultant(s) will coordinate with the Bond Program Manager and Construction Managers (CM's) as required for all projects.

A. Labor Compliance Monitoring Services

Consultant shall provide professional services related to the coordination of contractors' and subcontractors' compliance with Labor Code, prevailing wage and related requirements on the Project. Labor Compliance Monitoring Services to include, but are not limited to:

1. Community Workforce Agreement Administrator

- i. CWA Interface & Reporting
- ii. iWorkforce Development and Employment Programs for Local Students, Residents, and Businesses
- iii. Grievance & Dispute Resolution
- iv. Labor Relations Activities
- v. Ensure/enforce the terms of the CWA are consistently applied
- vi. Administrator shall maintain and account for the hours devoted to the administration of the CWA.
- vii. Provide Weekly Activity Report which shall be submitted to the designated District staff.
- viii. Prepare, deliver and present an annual report to the District's Board of Trustees on the status/efficacy of the CWA.
- ix. Prepare Annual Labor Compliance Report, as required, to submit to the Department of Industrial Relations.

2. Labor Relations / Compliance

- i. Provide support to the District to administer the CWA and to assist with contract interpretations and notices.
- ii. Includes working with procurement/contract teams to ensure appropriate language referencing CWA requirements.
- iii. If necessary, develop and implement procedures and training for CM's, Contractor's and District staff regarding the CWA.
- iv. If necessary develop and implement procedures for the identification of Local Hires for Professional Services consultants.
- v. Serve as the principal liaison on behalf of the District to the Building Trades Council and its affiliated Unions.
- vi. Support the establishment of reasonable work rules as stated in the CWA.

3. Compliance / Enforcement

- i. Request from the contractor(s) and review certified payroll and report on local hire metrics as they relate to the goals and objectives of the District's Governing Board of Trustees.
- ii. Prepare District Annual Report to the Department of Industrial Relations for Labor Compliance Programs.
- iii. Collect and maintain the Letter of Assent (LOA) from all contractors and subcontractors performing work on the projects.

- iv. Develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the demands of the project work.
- v. Work with Unions and Contractors in the administration of the local residency goal.
- vi. Maintain adequate records.
- vii. Collect and analyze the evidence of core employees' qualifications and report findings to the Council and District.
- viii. Monitor compliance by all contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations.
- ix. Utilize a certified payroll system to collect, store, review and audit Certified Payroll Report fringe benefit statements trustee reports, and other related documents.
- x. Coordinate with contractors and subcontractors to facilitate the timely payment to appropriate trust funds as required and work with Unions and all contractor parties to expeditiously resolve all disputes regarding payments to trust funds.
- xi. Work with any contractor or subcontractor who is delinquent in payments to trust or fringe benefit program.

4. Grievances

- i. Observe the processing of grievances and assist in administrative matters necessary to facilitate the timely resolution of all labor disputes and grievances through coordination with the Council and appropriate grievance and arbitration procedures in order to ensure that the rehabilitation and construction of work is completed on time.
- ii. Include scheduling and arrangements of facilities for meetings, selection of the arbitrator and any other administrative matters to resolve disputes.
- iii. Process, investigate, resolve and/or refer to the State Labor Commissioner all wage violations.
- iv. Advise the District to withhold payments as necessary.
- v. Prepare monthly report that details labor compliance status on each project and other requested information. Provide this information to the appropriate CM and Bond Program Manager and District as requested/required.
- vi. Prepare and close-out labor compliance reports.

5. Audits

- i. Require each project contractor to submit copies of Certified Payroll Records and related labor compliance documentation on a frequency defined by the Document Submittal Schedule, which is shared with the contractors during the Pre-Construction Meeting.
- ii. Investigate, analyze and provide recommendations on prevailing wage claims submitted by workers on projects.
- iii. Conduct audits of payroll records for issues such as payroll irregularities, worker complaints, onsite worker interview, and/or con-compliance reports by either District personnel or third parties.

- iv. Analyze payroll records and confirm proof of payment of trust fund/training fund contributions to ensure the total prevailing hourly rates are met and compliance with the District's CWA mandates are effectuated. Upon discovery of any apparent discrepancies, send an investigation package to the contractor(s), which includes a restitution demand letter, worksheet, and evidence in support of the apparent violation.
- v. If needed, prepare documentation for disbursement of wage restitution, training/trust fund payments, and/or penalty assessments. Severe non-compliance will escalate a recommendation of contractor invoice withholding and/or (upon approval of the District) preparation of Request for Review of Forfeitures to the Department of Industrial Relations (DIR). If required, assist the District with participation in due process hearings and responding to early settlement requests.

6. Labor Compliance Meetings

- i. Coordinate, schedule, liaison, and attend meetings between the District, PM/CM and the signatory Unions, including pre-bid, pre-job/pre-construction meetings or conferences to discuss craft jurisdictions, the dispatch of workers, review the District's employment and contracting programs and goals.
- ii. Provide interim bulletins advertising of scheduled pre-construction meetings and agendas for CWA items for pre-bid, pre-construction, and other meetings.
- iii. Document Receipt, Data Entry, QA/QC
- iv. Regularly Visit District construction sites to monitor compliance of the CWA by both Contractors and Unions.

7. Workforce Development

- i. Work with the Council, Unions Apprenticeship programs, District and other programs to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons. Serve as liaison for furnishing apprentices as requested.
- ii. Contractor Outreach. Provide technical assistance to contractors as needed.
- iii. Education and assistance to businesses not familiar with working on public works projects.
- iv. Coordinate trainings related to certified payroll, how to work in a CWA, and others.
- v. Work with District to facilitate/assist in community outreach efforts as directed to assist contractors in goals of the CWA including but not limited to the encouragement and participation of local, minority, women, veteran owned enterprises.
- vi. Collect and analyze Local Hiring and Local Business, Minority, Women, Veteran owned Enterprises data to ensure that District goals are met and report findings to the District's Board of Trustees.
- vii. Work with the District, Bond Program Manager, CM's and Contractor's as necessary regarding compliance with the terms of the CWA.
- viii. Maintain files and electronic databases related to the CWA.
- ix. Assist the District with labor compliance issues on projects not covered by the CWA

B. Labor and Skilled & Trained Workforce Coordination Services

The District may employ delivery methods for the District's project(s) which require contractors to comply with California's skilled and trained workforce ("SWF") requirements (Public Contracts Code § 2600, et seq.). When necessary, Consultant shall provide professional services related to compliance with SWF requirements applicable to the District's project(s). All services shall be provided on an as needed basis, and shall include the following:

1. Consultant shall participate in pre-job conference/job-start meeting(s) and provide all required information regarding the contractor's and District's obligations in connection with the District's project(s), including:
 - i. Contractor's obligation to submit to the District on a monthly basis while it performs work on the District's project, a report demonstrating compliance by the contractor and its subcontractors at every tier with the skilled workforce requirements described in Public Contract Code section 2602 ("Workforce Report(s)")
 - ii. Contractor's obligation to include specific information as provided by the District in each Workforce Report.
 - iii. Contractor obligation to submit Workforce Reports monthly to the District no later than thirty (30) days after the end of the preceding month. (i.e., the monthly Workforce Report for activity during March must be submitted no later than April 30.)
 - iv. The consequences of a contractor submitting to the District no report or an incomplete report, and the District's ability to withhold progress payments from the contractor.
 - v. Contractor's options where it is providing no report or an incomplete report to the District and that is the result of no report or an incomplete report from a subcontractor.
 - vi. The District's obligation to forward any out of compliance Workforce Report or any plan to achieve substantial compliance to the Labor Commissioner.
 - vii. Explain to the contractor the District's end-of-project reconciliation process for any withheld progress payments.
2. Once the District's project(s) commence, Consultant shall review all Workforce Reports for the District's project(s) to determine whether Consultant finds that the Workforce Reports demonstrate compliance with the SWF requirements, and provide Consultant's finding to the District.
3. For all Workforce Reports for which Consultant has found do not demonstrate compliance with the SWF requirements and only if the District agrees with that finding, Consultant shall promptly notify the contractor if any contractor or subcontractor's Workforce Report fails to demonstrate compliance.
4. Consultant shall determine for the District's consideration the amount of any withhold from progress payments from any out of compliance contractor as provided by the SWF requirements.

5. Consultant shall review any plan to achieve compliance with the SWF requirements submitted to the District and shall make recommendation to the District as to whether to accept or reject the contractor's plan.
6. If the District accepts the contractor's plan to achieve substantial compliance with the SWF requirements, or if a contractor replaces an out of compliance subcontractor with one that provides an enforceable commitment to use a SWF, Consultant shall recommend to the District whether to pay any withheld payments to the out of compliance contractor.
7. Consultant shall forward to the Labor Commissioner any out of compliance Workforce Report or plan to achieve substantial compliance received from contractors, and will simultaneously notify the District as a "cc" on all of these transmittals.
8. Consultant shall act as the District's representative when corresponding with the Labor Commissioner as it pertains to contractor compliance with SWF requirements, and will simultaneously notify the District as a "cc" on all of these transmittals.
9. Consultant shall communicate on a regular basis with contractors, workers, building and trade organizations, and other community entities and provide in-services to District personnel. This shall include responding to inquiries, verbal or written, from persons or entities regarding the District's project(s) and compliance with SWF requirements related thereto.
10. At the District's direction and request, Consultant shall cooperate and work with the District during any challenge by any contractor to a determination that the contractor's Workforce Report(s) fail to demonstrate compliance with the SWF requirements, or to a withholding of progress payments.
11. Consultant shall manage all facets and is the primary contact for the District's compliance with the SWF requirements on the District's project(s).

VIII. SELECTION CRITERIA

An evaluation committee, consisting of designated consultants and other District personnel will select the firm(s) to be used by the District. All proposals will be evaluated based on the following criteria:

- A. Overall responsiveness of the Response to this RFQP.
- B. Technical expertise and viability of the firm, including experience of principals and staff.
- C. Past performances on relevant similar work previously accomplished for school districts.
- D. Client references and satisfaction on prior projects.
- E. Experience, qualifications, and resources.
- F. Familiarity with the particular needs of the District.
- G. Litigation/Arbitration/Termination History
- H. Cost effectiveness based on the rates set forth in the response.

The District, at its sole discretion, may schedule in-person interviews with select Responders to further discuss their qualifications and the District's needs.

IX. REQUIRED SUBMITTAL FORMAT

Proposals shall be in 8½ x 11-inch format, limited to thirty (30) pages; single sided, not including cover letter, tabs, resumes, and any required documents. Each Consulting firm shall submit one (1) electronic copy in PDF format of the proposal via e-mail **NO LATER than 2:00 p.m., Wednesday, May 13, 2026.** Please edit the subject line of the e-mail as "AVUHSD RFQP No. 5/25-26 Qualifications for Labor Compliance Consulting Services".

All Proposals shall be delivered to the District contact and addressed as indicated within this RFQP. It is the sole responsibility of each firm to ensure all Proposals are delivered and received by the District in a timely manner. Any Proposals received at the designated location after the scheduled time shall be returned.

A. Letter of Intent

1. Provide a letter of introduction signed by an authorized officer of the Consulting firm. If the company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
2. Include a brief description of why your firm is well suited to meet the District's needs.

B. Table of Contents

A table of contents of the material contained in the Response should follow the Letter of Intent.

C. Firm Information

1. Include name of firm, address, telephone number, type of firm (i.e., corporation, partnership, etc.), and name and email address of principal contact. Provide a brief history of the organization, including:
 - A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name. Whether the organization has gone by a different name while under substantially the same management.
 - Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
 - Location of office from where consulting team members will manage the services.
2. Describe staffing capacity and resources to perform the scope of work. Provide resume(s) of key personnel who may be performing services for the

District, defining their role and individual experience, including their respective licensing information.

3. Describe to what extent sub-consultants may be utilized to provide the required services. Identify each sub-consultant in the response and include all the sub-consultant's fees and expenses in the Responder's Fee Proposal.
4. Up to seven (7) Letters of Reference, Testimonials, or a combination of both may be attached.

D. Project Approach and Firm Qualifications

1. Describe Firm's philosophy and how Firm intends to work with the District's administration officials to perform the Services.
2. Describe your firm's experience with the various tasks within the Scope of Work herein for K-12 clients/projects.
3. Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.
4. Describe your firm's approach to quality control / assurance procedures.
5. Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential issues to avoid project delays.

E. Relevant K-12 Project Experience and References

1. Provide a list of ALL K-12 projects performed by Firm in the past five (5) years. Provide the information described below for the ten (10) MOST RECENT projects:
 - Name of project and district.
 - Scope of projects, delivery method, description of services provided.
 - Contact person, e-mail address, and telephone number at district.
 - Firm person in charge of each project.
 - Construction Dollar value of each project.
 - CWA/PLA or non-CWA/PLA

F. Litigation History & Conflict of Interest

1. Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A proposal failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.
2. If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have the potential to conflict with the Firm providing Services to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in any project to which Firm may provide Services.

G. Fees

1. Provide a detailed current fee schedule for the types of services offered.
2. Include information about billing practices (i.e. lump sum, other), including reimbursable cost categories & hourly billing rates by position for additional services.

H. Attachments & Addenda

1. For information only: Attachment A – “Sample Professional Services Agreement”
2. Provide an executed copy of Attachment B – “Financial Interest Certification”
3. Provide an executed copy of Attachment C – “Statement of Non-Conflict of Interest”
4. Provide an acknowledgement of each addendum issued to the RFQP

X. ADDENDUM/WITHDRAWAL

A firm who has submitted a PROPOSAL may submit an addendum to such PROPOSAL at any time up to the official closing date for the receipt of PROPOSALS. The last submission shall supersede and invalidate all previous submissions by that firm as it applies to this RFQP. No oral or telephonic PROPOSALS or modifications will be considered.

A firm may withdraw its PROPOSAL at any time up to the official closing date for the receipt of PROPOSALS. The withdrawal shall be in writing, bearing the signature of the person who submitted the PROPOSAL.

XI. NON-OBLIGATION

This Request for Proposals and Qualifications shall not be construed to create an obligation on the part of the District to enter into a contract with any firm. This request is an information solicitation of proposals and qualifications only. The District reserves the right to reject any and all proposals or to accept the proposal that, in the judgment of the District, is in its best interest.

The District reserves the right, at its sole discretion, to modify RFQP requirements, cancel the selection process, or amend the schedule.

Proposers shall not be reimbursed for any costs associated with the preparation of proposals in response to this RFQP.

XII. INSURANCE

Firms, at the time of contract/agreement, must have the ability to secure the insurance coverage listed below and, on a Certificate acceptable to the District. A Certificate of Insurance must be filed with the District’s Assistant Superintendent of Business Services, prior to execution of the contract. Such insurance shall be required throughout the term of the contract.

- A. Commercial General Liability Insurance: Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/Two Million Dollars (\$2,000,000) aggregate.
- B. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Two Million Dollars (\$2,000,000) in the aggregate.
- C. Cyber Liability: Minimum limits of \$500,000 per occurrence and \$500,000 general aggregate covering claims including but not limited to infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall protect the District for breach response costs as well as regulatory fines and penalties up to the policy limit.
- D. Workers' Compensation and Employer's Liability Insurance: The selected Consultant shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected Consultant shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- E. Errors and Omissions Insurance: Errors and omissions insurance on a claims made basis with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- F. A.M. Best financial strength rating (FSR) of A-: VII or better.
- G. All insurance will be in a form and with insurance companies acceptable to the District.
- H. Policy Endorsement that names Antelope Valley Union High School District and its Board of Trustees, officers, employees, agents, and volunteers as an Additional Insured under its Commercial General Liability and Automobile Liability policies. In the event of loss due to any perils, Waiver of Subrogation endorsement in favor of those named as additional insureds or a blanket waiver of subrogation endorsement for the following: Commercial General Liability and Workers' Compensation.
- I. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.
- J. Consultant shall be expected to, and hereby agree to provide new and accurate certificates of insurance as to any additional scope of work added to the Agreement.

ATTACHMENT A
SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

See following pages.

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 202__ by and between the Antelope Valley Union High School District, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at [INSERT ADDRESS], California [INSERT ZIP CODE] ("District"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals.

The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A." [Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]

3. Compensation.

a. Subject to paragraph 3(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." [Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without written approval of District's [***INSERT TITLE***]. This amount is to cover all printing and related costs, and the

District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

4. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

6. **[Insert Term or Time of Performance].**

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed (“Notice to Proceed”). **[If the District has specific milestones or timelines for performance, please input those requirements in the “Activity Schedule” attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach “Activity Schedule” as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

7. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure

Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

8. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

9. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. Conflicts of Interest.

During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the District and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the District.

11. Business Certificates & Licenses.

Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement any required business registration certificates and license from any relevant authority and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

12. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

13. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

14. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project

- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of

California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer’s Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and

amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance

through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Pass Through Clause. Consultant agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, sub-contractors, and others engaged in the project will be submitted to District for review.

15. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the District. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

16. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

17. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following provision and renumber all further provisions, if not applicable.]

18. District Material Requirements.

Consultant is hereby made aware of the District's requirements regarding materials, as set forth in **[Insert the name of the document that contains the District's standard material requirements]**, which are deemed to be a part of this Agreement.

19. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

20. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

21. Attorneys' Fees.

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the District Attorney's Office in enforcing this

Agreement on behalf of the District shall be considered as "attorneys' fees" for the purposes of this Agreement.

22. Responsibility for Errors.

Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to District, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the District and to participate in any meeting required with regard to the correction.

23. Prohibited Employment.

Consultant shall not employ any current employee of District to perform the work under this Agreement while this Agreement is in effect.

24. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

25. Organization.

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

26. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

27. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:
Antelope Valley Union High School District
[INSERT ADDRESS]
Attn: [***INSERT NAME & DEPARTMENT***]

CONSULTANT:
[***INSERT NAME, ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

28. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

29. Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, as determined by the District in its sole discretion, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants performing services pursuant to this Agreement also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1 or the District, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

30. Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

31. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

32. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

33. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

34. Non-Waiver.

The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

37. Headings.

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments.

Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

43. Federal Requirements. [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ANTELOPE VALLEY UNION HIGH
SCHOOL DISTRICT

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
[NAME]
[TITLE]

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF CHARGES/PAYMENTS

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C
ACTIVITY SCHEDULE

EXHIBIT D
FEDERAL REQUIREMENTS

ATTACHMENT B
FINANCIAL INTEREST CERTIFICATION

I _____, acting as the _____, am an authorized representative of _____ (“Consultant”) and do hereby certify that for the term of the agreement contemplated by this proposal, that other than past or future contracts with the District as an entity, no officer, contractor, subcontractor, or employee of Consultant has, or shall have, any financial interest or business relationship with any individual member(s) of the District’s governing board or staff and that no such District board member(s) or staff shall have any direct or indirect financial benefit or relationship in the agreement contemplated by this proposal, or obtain any present or anticipated material benefit arising therefrom.

By: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT C
STATEMENT OF NON-CONFLICT OF INTEREST**

The undersigned, on behalf of the Firm set forth below (the "Consultant"), does hereby certify and warrant that if selected, the Consultant, while performing the consulting services required by the Request for Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Antelope Valley Union High School District ("the District").

The undersigned further certifies and warrants the following:

- a) No officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;
- b) The Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;
- c) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;
- d) The Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and
- e) In support of Education Code Sections 35230-35240 and Board Policy 4119.21, during the selection process (from the date the RFQ is released to the conclusion of the selection process), if it is determined that any individual(s) who work(s) and/or represent(s) the Consultant for business purposes communicates, contacts and/or solicits Board Members in any fashion, such Consultant shall be disqualified from the RFQ selection process and from participating in any future RFQs and/or RFPs. This may also result in the removal of the Vendor, Firm, Contractor and/or Consultant from any established Pre-qualified list, as well as the removal from the "interested vendors" list.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A STATEMENT OF QUALIFICATIONS DISQUALIFICATION

Signature	Date

Signature	Date