



Moorpark Unified School District

Request for Qualifications RFQ# 2027-01 Architecture and Engineering Services

Moorpark Unified School District ("District") is requesting "**Statements of Qualifications (SOQ's) from experienced Architectural and Engineering**" ("A/E"), persons, partnerships, vendors, corporations and organizations (collectively, "Firms") to provide professional architectural and engineering services for the possible design and construction of various future facilities projects over an initial term of five (5) years, with the option to extend.

The District seeks to establish a pool of qualified architectural and engineering firms to provide services including Architectural, Mechanical, Electrical, Civil, Structural, and Landscape Architecture.

Per California Government Code 4526, Firms selections for this pool will be based on each firm's qualifications, knowledge, and experience and not a fee schedule. The District will not award any projects via this RFQ.. The District intends to use this RFQ/P to establish a pool of qualified architects. The District will then solicit proposals from some or all members of the pool for projects later identified by the District.

The District reserves the right to select none, one or more firms to perform the work identified in this RFQ. The District further reserves the right to accept the SOQ's that it considers to be in the best interest of the District.

I. Submittal Due Date:

SOQs shall be received no later than **2:00 p.m. on October 13, 2026**. The submittal shall include two (2) hardcopies plus one (1) PDF electronic version (flash drive) of the SOQ.

Deliver SOQs to:

**Moorpark Unified School District
Attention: Terri Allison, Director Maintenance, Operations and Transportation
5297 Maureen Ln.
Moorpark, CA 93021**

The District assumes no responsibility if the Respondent is unable to deliver the SOQ by the deadline. Respondents are responsible for ensuring that SOQs are complete. The firm's submission must contain all information as outlined in Section V of this RFQ.

II. Program Milestones

Sept 24 th and Oct. 1, 2026	Notice Inviting Qualifications https://mrpk.org/MOT
Oct. 9 th , 2026	Last Day for RFI's
Oct. 15 th , 2026	2:00 PM – Statement of Qualifications due
Oct. 23 rd , 2024	Short List of Firms
Oct. 29 th , 2026	Interviews, if District elects to conduct interviews
Nov. 10 th , 2026	Board meeting to consider and approve short list of Firms

III. Overview of the District:

Moorpark Unified School District (MUSD) is located within the city of Moorpark, which is a medium-sized bedroom community of approximately 34,800 people. The city is located in Ventura County in Southern California and is a diverse community with varying needs. MUSD has ten schools, including five TK-5 elementary schools, one TK-8 school, two comprehensive middle schools, one comprehensive high school, and one middle college high school located on the Moorpark College campus. MUSD offers a California State Preschool Program (CSPP), a Special Education Preschool program for three and four-year-old students, and a comprehensive Adult Education Program. Summer programs and after-school programs are available to students. Nine of our schools, including all Title I schools, have been recognized as California Distinguished Schools or National Blue Ribbon Schools. MUSD was the only school district in Ventura County awarded the CA Pivotal Practice award for exemplary innovation and exceptional work during the 2020-21 school year. MUSD was recognized for its Multi-Tiered System of Support delivery system. In the Spring of 2024 and 2025, California recognized MUSD with the Green Ribbon Award, Supporting Innovative Practices Heart of Inclusion Award, the highest stability rate of any Ventura County School district at 95%, and the first Ventura County school district to have a fully electric bus.

MUSD adopted a Facilities Master Plan in August, 2026 to provide a continuous basis for planning educational facilities that will meet the changing needs of a community and will allow the District access to eligible state funds by including requirements set forth by the passing of California's Proposition 2 (AB 247), in the November 2024 Election.

III. Program Description:

The project(s) will include repair, modernization, replacement and/or new construction school facilities including but not limited to:

- Repair and/or replacement of deteriorating portable classrooms with permanent classrooms.
- Modernization, repair or renovation of District buildings and grounds
- Construction of classrooms with current learning technology and infrastructure.
- Upgrade or replacement of student support facilities including restrooms, libraries, kitchens, cafeterias, multipurpose rooms, offices and theaters.

- ADA improvements
- Energy-efficient and sustainable building projects — including new classroom construction and upgrades to building and landscape systems such as windows, roofing, lighting, electrical, HVAC, and drought-tolerant/waterwise landscaping.
- Replacement of old furniture and equipment.
- Repair and replacement of playgrounds and playground equipment
- Renovation and construction of new physical education, sports, career technical education and STEM facilities
- Repair and replacement of deteriorated roofs, windows and doors.
- Repair and replacement of deteriorating plumbing systems including gas, domestic water, sewer, storm drain and irrigation infrastructure.
- Repair or replacement of heating, ventilation and air conditioning systems
- Repair, upgrade, and replacement of electrical infrastructure and fire life safety systems
- Repair, upgrade, and Improvements to campus security (fencing, safety alarms, intrusion, cameras, etc.).
- Upgrade or replacement of technology facilities and equipment including intercoms, wireless systems, telecommunications, internet, and network connections.
- Landscape, hardscape and site paving

The District's construction program may include, design-bid-build, design build and lease-leaseback forms of procurement. The design services to be provided by the selected pool of A/E firms will include the design services necessary to support the form of procurement for construction services, including, for example, providing complete design services with preconstruction input from the selected lease-leaseback provider for lease-leaseback projects.

In addition to design services, the A/E shall provide construction administration services, which may vary depending on the size and complexity of the project as well as the form of procurement for construction services.

Specialty services are expected to be more targeted projects and likely will have greater variation in the scope of work required. A/E firms will not provide construction management services.

The A/E will work under the direction of the District's Business Services Department.

III. Scope of Services

Attached as Exhibit A to this RFQ is the District's Architectural Services Agreement. This Agreement, together with its exhibits, sets forth the typical summary of services required for the project(s), although variations in the actual services may occur depending on the size and complexity of the particular project(s), as well as the nature of the procurement for construction services. The Agreement for any particular project will specify the exact scope of design services.

Services may include, but are not limited to the following:

- Site Adaptation and Development
- Programming
- Feasibility Studies
- Master Planning
- Phasing Plans
- Due Diligence, Surveying, and Permit Processing
- Schematic Design & Design Development

- Interior Design and specification of Furniture, Fixtures and Equipment
- Construction Documents and Technical Specifications
- Pre-Construction Services
- Sustainability and Energy Efficiency, Grant Assistance
- State and Local Agency Approval Process, including state funding applications
- Cost Estimates
- Bidding/Documentation
- Project Close-Out

IV. Summary of Qualifications

Qualified respondents must have extensive experience with the Office of Public School Construction, California Department of Education, Division of State Architect, Uniform Building Code and Title 24 of the California Code of Regulations. In addition, the successful A/E firms shall have the following characteristics:

- Have experience with modernization, new construction, expansion, and renovation projects for California TK-12 school districts, including successful completion of such projects on time and within budget.
- Work collaboratively and cooperatively with School Districts, District's authorized representatives, the District's program and construction managers, and the District's construction contractors, or similar personnel at other California school districts.
- Provide adequate staffing and resources for the project(s). Maintain key staff as introduced in the interview or selection process, through the duration of the project.
- Have an established Quality Assurance/Quality Control program.
- For general A/E services, have experience with design-bid-build as well as design build and lease-leaseback project delivery systems.
- Firms submitting for specialty work should identify any specialty areas of expertise and projects reflecting that expertise, as discussed further under Section VI below.
- Firms submitting for specialty work should identify any specialty areas of expertise and projects reflecting that expertise.

V. Statement of Qualifications Format and Content

In order to be considered for selection, the Firm shall submit the following information listed below in Body of Submittal.

All materials submitted to the District in response to this RFQ shall remain property of the District.

Provide two bound hard copies and one electronic pdf file (flash drive) of the Statement of Qualifications. QR codes and links to websites and videos will not be considered.

No more than one SOQ will be accepted from any Respondent. If a Respondent intends to submit qualifications on multiple types of services, all services should be identified in a single SOQ.

Body of Submittal

SOQ shall include a cover sheet, table of contents and section tabs/separators.

The following sections should be included in the order listed:

1. Letter of Introduction

A letter of introduction, signed by an officer of the firm submitting the SOQ, or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for the project. Acknowledge all addenda in the letter. The letter shall clearly indicate that the individual signing for the firm has carefully read and understands the requirements of this RFQ, and that the firm commits to comply with all provisions in the RFQ.

2. Firm Information

- a. Provide general information about your firm, and, if a joint venture, of each participating firm, including description and history of firm, years in business, name(s) of owner(s), home office location, local office location (if different), types of licenses held, number of employees (licensed professionals, technical support), primary business types and market areas. Identify the legal form, ownership, and principals of the firm. Provide a complete list of architectural and consulting services provided or offered by your firm.
- b. State if your firm is a small business (including microbusinesses) or Disabled Veteran Business Enterprise ("DVBE") certified by the California Department of General Services. The District encourages small businesses and DVBEs to submit Proposals and intends to award at least one Agreement to a small business/DVBE if the Respondent is deemed qualified.
- c. Identify any limitations in the services for which your firm is proposing or specialized expertise your firm possesses. For example, if your firm is limited to certain types of projects, such as landscape architecture, please specify that limitation or specialty.

3. Statement of Approach or Methodology

3.1 Differentiators / Firm Experience

- a. Describe the firm's experience with state and other agencies involved in the planning, design, and construction phases for K-12 school projects.
- b. Describe your experience working with Construction Managers in design-bid-build, and lease lease-Back delivery systems. Discuss your experience working with contractors providing pre-construction design and/or constructability review.
- c. Describe your firm's experience with the types of services for which you are proposing, including anything that differentiates your firm's experience.
- d. Indicate the firm's knowledge and experience with State, Federal, and local agencies, and the firm's participation with the Disabled Veterans Business Enterprises (DVBE). Specific experience with the Division of State Architect (DSA), California Department of Education (CDE) and Uniform Building Code (UBC), and Title 24 of the California Code of Regulations is mandatory.

3.2 Design Approach

Provide a general discussion of your design approach. That discussion **may** include responding to the

following questions:

- How does your firm approach modernization projects versus new construction projects?
- How do you integrate flexibility to accommodate future developments?
- How do you integrate design input from other parties, such as subconsultants, the Owner, or the contractor?
- How does your firm coordinate and interface between your firm's drawings and those of consulting professionals to achieve fully coordinated design and construction documents?
- What is your process to ensure that designs are efficient, cost effective to construct, and designed to the established budget, including your firm's experience with construction cost estimating and construction cost reduction measures such as, but not limited to, value engineering and bid alternates?
- What methods and approaches does your firm use to successfully meet completion deadlines, including examples?
-

3.3 Quality Control

- a. Describe your firm's quality control process to minimize the extent of errors and omissions of construction design documents.
- b. Describe your firm's implementation process and lessons learned on Past TK-12 projects

3.4 Sustainability / Energy

Describe your firm's approach to sustainability/energy management which **may** include responding to the following questions.

- What is the firm's approach to and experience with energy management/conservation, integrated communications systems, "green buildings," and evaluating technology infrastructure?
- What experience does the firm have in implementing sustainable practices and energy saving measures into modernization projects?
- How has your firm handled keeping up to date regarding, and informing your clients of, code changes, including Cal Green requirements?

3.5 Construction Administration

Describe your project administration practices and procedures. Describe the process to be used to administer the construction phases, e.g., meetings, site visits, requests for information, etc. Your response **may** include responding to the following questions.

- What practices or procedures that you believe will be of particular value to the District?
- How do you process Requests for Information and what is your average response time?
- How do you evaluate requests for project design changes and/or field clarifications? How do you determine the validity of and cost responsibility for change orders?
- What is your firm's experience with the DSA Construction Oversight Process, including the "DSA Box," and process for obtaining DSA certification?
- How do you ensure efficient project completion, including your methods for reviewing and resolving punch list items and confirming that equipment and other elements of the project function properly?

4. Project Team/Roles and Responsibilities

Identify the Key Personnel you would assign to the District's project(s), including their roles. Describe each of his or her experience with architectural and engineering services for school construction projects, including identifying those projects for the past 5 years. Provide resumes and list licenses for each person.

5. Specific Relevant Experience

For all respondents, describe specific firm experience with architectural or engineering services for TK-12 public school projects in California in the last 5 years. Respondents should focus on experience in Southern California and by the team proposed. Please include the following for each project:

- Project scope, including the nature of the project (e.g. renovation, new construction, etc.), square footage, cost, completion date and role of firm.
- Project budget and examples of successful value engineering and other steps that maintained the budget without sacrificing quality.
- Whether the project was completed on time and within budget and, if not, why not.
- Project schedule development and maintenance, including specific examples of scheduling challenges and how your firm resolved them.
- Whether any of the projects have been phased during school occupancy while conducting renovation and new construction.
- Key individuals involved within the firm and their roles.
- Which sub-consultants worked with the firm.
- Provide project reference at the District including contact person, telephone number, and email.

6. References

Please provide letters of recommendation from three (3) different schools or districts. Do not provide more than one reference for the same project. Small business Respondents may provide fewer than 3 references, but they should explain why three references are not available.

7. Conflicts of Interest

Identify any actual or potential conflicts of interest the firm has with the District. Such conflicts include, without limitation, a conflict between family, business, or financial interests of the firm and the services to be provided as a result of this RFQ.

8. Fee Schedule

The selected firms shall employ at its expense professionals (including employees and sub-consultants as necessary) properly licensed and skilled in the execution of the functions required for the architectural and engineering services of the projects.

Provide a fee structure and/or basis for such services for modernization and new construction projects. Include your firm's hourly billing rates by position, professional fee schedules, reimbursable items, miscellaneous costs, and any variations that the District could expect for specific projects, if applicable.

Please include the percentage for any annual increases/escalation of fees.

9. Litigation

- a. Is there any pending legal action alleging violation of the law or professional negligence in connection with any projects your firm is involved with? If so, please describe such pending action.
- b. Have there been any settlements or judgments involving such actions within the last five (5) years? Please describe each settlement or judgment, including the nature of the action and the amount of recovery.
- c. Has your firm been involved as a party in any litigation, including arbitration, within the last five (5) years? If so, please describe.
- d. Has your firm ever been fired / replaced by another architectural firm during a project? If so, explain, including whether your firm was replaced during design, construction, or some other phase. Do not include terminations for convenience where the project was not completed.
- e. Has your firm or any of the Key Personnel proposed in the SOQ ever had a professional license, credential, or registration suspended or revoked, or other disciplinary action taken against any such professional by an administrative agency with oversight responsibility over the professional, within the last ten (10) years? If so, please describe.

10. Insurance

Firms shall maintain insurance, as described below, during the full term of an awarded contract. Firms are not required to provide proof of insurance until awarded a project contract. Firms that fail to provide required insurance at that time may be eliminated during contract negotiations. Certificates of insurance, in form and with insurers satisfactory to District, evidencing all coverages above shall be furnished to the District prior to the award of contract and before commencing any operations under a contract.

- a. Workers Compensation, with Employer's liability limits not less than \$1,000,000.00 each accident;
- b. Comprehensive Commercial General Liability Insurance with limits not less than \$2,000,000.00 each occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, independent contractors, broadloom property damage, products and complete operations coverage (\$4,000,000.00 aggregate);
- c. Comprehensive or business automobile liability insurance with limits not less than \$1,000,000.00 each occurrence combines single limit for bodily injury and property damage, including owned, non-owned and hired auto coverage's, as applicable;
- d. Professional liability insurance with limits to \$2,000,000.00 each occurrence for errors or omissions arising out of all professional services performed under the contract (\$2,000,000.00 aggregate).
- e. **Provide the amount of errors and omissions insurance carried by your firm.**

VI. Evaluation Criteria and Selection Process

1. Evaluation Process

SOQs will not be opened before the due date and time. After the deadline, SOQs will be opened privately

to assure confidentiality. However, to the extent that the submittals are public records under California law, they may be released to members of the public if specifically requested under the California Public Records Act after the District announces its intent to award agreements under this RFQ.

The District reserves the right to request additional information at any time, in writing or otherwise, which, in its sole opinion, is necessary to assure that the firm's competence, professional qualifications, number of qualified employees, and business organization are adequate to perform the required architectural and engineering services for the District.

A review and selection committee composed of key District personnel will review and evaluate all SOQs. SOQs will be evaluated based on each firm's qualifications, approach and methodology, experiences with similar work, technical capabilities, track record of their use, references and overall responsiveness to the RFQ

2. Interviews

If interviews are conducted, then the Firm's Key Personnel will be expected to attend the interview. Any interview will start with an opportunity for the firm to present its SOQ and its project team. The District will then have the opportunity to review matters in the SOQ, the firm's history, and other matters the District deems relevant to the selection process. The District may inquire as to the firm's suggested approaches and the issues identified in this RFQ.

3. Final Determination and Approval of Qualified Firm List

The evaluation committee will recommend the list of one, none, or multiple firms for inclusion in the qualified pool of Firms for Board for approval.

Recommendations will be made based on a combination of the written Statement of Qualifications ("SOQ"), interview (if conducted), reference checks, and on the basis of demonstrated competence and professional qualifications necessary for performance of the services required.

The District reserves the right to select the firms which, in the District's sole judgment, best meet the needs of the District.

The District reserves the right to award one or more contracts, or no contracts, resulting from this RFQ, to reject any SOQs as non-responsive, and to amend the RFQ and the RFQ process, or to discontinue the process at any time. While the purpose and intent of this RFQ is to identify a pool of A/E firms that will meet the needs of the District, the District reserves the right, at its sole discretion, to award future projects to A/E firms not participating in this process where the needs of the project are best served by doing so. The awarding of any contract is at the sole discretion of the District.

As referenced above, this RFQ is intended to establish a pool of qualified firms for A/E services. Once the pool is established, the District may seek a proposal from one or more qualified firms based on expertise for the particular project.

Inclusion in the qualified pool does not constitute a guarantee of work, a contract award, or any commitment by the District to utilize a given firm's services. Rather, the District will select firms from within the pre-qualified pool for specific projects or task orders based on project scope, firm expertise, workload capacity, and other relevant factors at the District's sole discretion, consistent with applicable provisions of the California Public Contract Code (including Government Code Section 4526 for architectural and engineering services).

District reserves the right to add, remove, or modify the composition of the qualified pool at its discretion throughout the term of this agreement.

VI. General Information

1. Inquiries

All requests for information (RFI's) regarding this RFQ shall be submitted in writing via email to TAllison@mrpk.org no later than **Oct 9, 2026**. Respondents are requested not to contact any other District staff or Board members in connection with this selection process. Any Respondents who violate this request may be disqualified from further consideration.

Responses to RFI's will be posted on the Moorpark Unified School District website at <https://www.mrpk.org/districtoffice/business-services/maintenance-operations-transportation/current-rfq-constructions-bids>

It is the responsibility of the Respondent to check the website for updated information prior to the SOQ due date. Questions received after the deadline noted in the RFQ may not be answered.

2. Amendments

The District reserves the right to cancel or revise in part or in its entirety this RFQ. If the District cancels or revises this RFQ, all Respondents will be notified by addenda. The District also reserves the right to extend the date responses are due. Potential Respondents are responsible for verifying that they have received all addenda to the RFQ, and, by submitting a SOQ, the Respondent agrees to be bound by all information stated in any addenda.

3. Attachments

The following documents are attached to this RFQ:

Exhibit A: Form of Agreement (Sample Agreement)

VII. Special Conditions

1. **Non-Discrimination.** The District does not discriminate on the basis of race, color, ethnic group, identification, national origin, religion, age, gender, sexual orientation, ancestry, medical condition, genetic information, or disability in consideration for an award of contract.

2. **Tobacco and Drug-Free Workplace.** The District and all District projects are "tobacco" and "drug free" workplaces and, as such, require that all persons on District property be subject to the requirements mandated by California Government Code section 8350, et seq. when on a project site.

3. **Fingerprinting.** The selected firm(s) shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law. Fingerprinting and clearance of any named candidate to perform project inspection services is a program-wide prerequisite and must occur prior to any candidate setting foot on any school campus.

4. **Costs.** Costs of preparing a SOQ and making presentations in response to this RFQ are solely the responsibility of the Respondent and shall not be chargeable in any manner to TVUSD.

5. **Limitations.** This RFQ does not commit the District to award a contract, to defray any costs

incurred in the preparation of a SOQ pursuant to this RFQ, including attendance at any interview, or to procure or contract for work.

6. **Withdrawals.** The SOQs may be withdrawn upon request by the submitting firm, without prejudice, prior to, but not after the time fixed for receipt of submitted qualifications, provided that the request is in writing, has been executed by the firm or its duly authorized representative, and has been filed with the District.

END OF RFQ

EXHIBIT A

**Instructions / Face Sheet for
Independent Consultant Agreement for Design Professional Services
(CONSTRUCTION-RELATED)**

Contract Number: _____
Funding Source: _____
Budget Number: _____
Site/Department: _____
Program Responsibility: _____

The Local Educational Agency (LEA) employee that is providing the attached Consultant Services Agreement for Construction-Related Professional Services should first do the following:

- 1. Determine which of the following statutory provisions the LEA is relying on in entering into this contract:**
 - **If Consultant is furnishing architecture, landscape architecture, engineering, environmental services, land surveying, or construction management, then Government Code section 4529.12 requires the LEA to procure contract through a fair, competitive selection process (e.g., by obtaining proposals, using a request for proposal or request for qualification process).**
 - **If Consultant is furnishing special services and advice in financial, economic, accounting, engineering, legal or administrative matters, and those persons are specially trained and experienced and competent to perform the special services required, then Government Code section 53060 authorizes the LEA to procure contract through direct negotiation.**
- 2. Review the insurance requirements for the LEA and revise the insurance provisions of the agreement accordingly.**
- 3. Review the forms under section 3 and determine which of those documents should be attached to the agreement.**

• Regarding Fingerprinting Certification •

CONSULTANT for this project will have contact with students as indicated below:

- ☐ CONSULTANT will have **NO** contact with students.
- ☐ CONSULTANT will have contact with students only in the immediate presence of a District staff member.
- ☐ CONSULTANT will have unsupervised contact with students. A consultant certification is attached.

Project Manager's Signature

Date

- 4. Completely fill in all blanks and delete the unused options in the agreement.**
- 5. Ensure there is an accurate and complete description of the Consultant's Scope of Services.**
- 6. Require the Consultant to complete the following before it begins working under the Agreement:**
 - **Complete and return all required certificates and documents, including insurance documents and bonds (if required).**
 - **Fill in all information regarding the Consultant located after the signature block.**

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT

**INDEPENDENT CONSULTANT AGREEMENT
FOR DESIGN PROFESSIONAL SERVICES
Architectural and Engineering**

This Independent Consultant Agreement for Design Professional Services ("Agreement") is made and entered into as of (insert date) by and between Moorpark Unified School District ("Local Educational Agency" or "LEA") and (insert firm name) ("Consultant"). LEA and Consultant may be referred to herein individually as a "Party" and collectively as the "Parties."

- A. Local Educational Agency desires to engage Consultant services as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference ("Services").
- B. Consultant has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **Conditions.** Consultant will have no obligation to provide services until LEA returns a signed copy of this Agreement.
- 2. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent Consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, directors, partner, or joint venture of the LEA, and are not entitled to benefits of any kind or nature normally provided employees of the LEA and/or to which LEA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the work, the means and methods of its Services, and that of any agents, employees, subcontractors or suppliers, LEA being interested only in the results obtained.
- 3. **Term.** Consultant shall commence providing services under this Agreement on Insert Date and will diligently perform as required and complete performance by Insert Date unless this Agreement is terminated and/or otherwise cancelled prior to that time as provided by this Agreement.
- 4. **Services.** The Consultant shall provide Architectural/Engineering Consulting services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 5. **Performance of Services**
 - a. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of LEA. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California LEAs.

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

- b. **Meetings.** Consultant and LEA agree to participate in regular meetings (inert requirement) basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - c. **LEA Approval.** The Services completed herein must meet the approval of the LEA and shall be subject to the LEA's general right of inspection and supervision to secure the satisfactory completion thereof.
 - d. **New Project Approval.** Consultant and LEA recognize that Consultant's Services may include working on various projects for LEA. Consultant shall obtain the approval of LEA prior to the commencement of a new project.
6. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the LEA and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by LEA as a basis for such services.
7. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the LEA has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- X Signed Agreement
- X Workers' Compensation Certification
- X Fingerprinting/Criminal Background Investigation Certification
- X Insurance Certificates and Endorsements
- X W-9 Form
- Other: _____

8. **Compensation.** LEA agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed (insert here) LEA shall pay Consultant according to the following terms and conditions:

- a. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the LEA. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the LEA for Services actually completed and after the LEA's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

- 1) _____
- 2) _____
- 3) _____

- 4) _____
- 5) _____

b. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A"**. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

9. **Expenses.** LEA shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for LEA unless approved in writing prior to the Consultant incurring such expense, except as follows:

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

- a. _____
- b. _____

11. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the LEA to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the LEA changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the LEA agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the LEA uses any fully or partially completed documents without the Consultant's full involvement, the LEA shall remove all title blocks and other information that might identify Consultant.

12. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of LEA and cannot be used without LEA's express written permission. LEA 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 LEA. 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.

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

shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

14. Assignment and Subcontractors.

- a. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the LEA, which may be withheld by the LEA in its sole and absolute discretion for any reason. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the LEA, in its sole discretion, to terminate the Agreement.
- b. Nothing contained herein shall prevent Consultant from employing independent associates, subcontractors, and sub-consultants as Consultant may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the LEA.

15. Termination.

- a. **For Convenience by LEA.** LEA may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by LEA shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- b. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, LEA shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to LEA. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the LEA can attempt to procure the Services from another source.
- c. **With Cause by LEA.** LEA may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 1) material violation of this Agreement by the Consultant; or
 - 2) any act by Consultant exposing the LEA to liability to others for personal injury or property damage; or
 - 3) Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the LEA and all federal, state, and local laws, ordinances and regulations.

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

Consultant shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (DOSH or Cal/OSHA), including but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program.

Consultant shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance remain in effect.

17. **Anti-Discrimination.** It is the policy of the LEA that in connection with all work performed under contracts there be no discrimination against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and LEA policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
18. **Confidentiality.** Consultant agrees to maintain the confidentiality of all LEA and LEA-related records and information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Consultant and Consultant's officers, agents, employees, participants, vendors, customers or subcontractors.
19. **Fingerprinting of Employees.** If Consultant and any employee interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Consultant shall not permit any employee to have any contact with LEA pupils until such time as the Consultant has verified in writing to the governing board of the LEA that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the LEA, or acting as independent contractors of the Consultant. Unless the LEA determines that the Consultant will have limited contact with students, verification of compliance with this section and the Criminal Background Investigation

Certification required with this Agreement shall be provided to the LEA prior to Consultant performing any portion of the Services.

20. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
21. **Indemnification.** Pursuant to the full language of California Civil Code §2782.8, Consultant agrees to indemnify, including the cost to defend, Local Educational Agency and its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents, employees, or subcontractors in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or intentional misconduct of the Local Educational Agency; and does not apply to any passive negligence of the Local Educational Agency unless caused at least in part by the Consultant. The Local Educational Agency agrees that in no event shall the cost to defend charged to the Consultant exceed that Consultant's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

22. **Insurance.** Consultant, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage [NOTE: limits will be determined by the LEA's Risk Manager.]:

- a. Commercial General Liability Insurance. Consultant shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage: [NOTE: The limits may consist of primary insurance, excess insurance or reinsurance, or a combination of those.] [delete the one not applicable]

	<u>Each Occurrence</u>	<u>Aggregate</u>
Intermediate Risk	\$2,000,000.00	\$4,000,000.00
High Risk	\$5,000,000.00	\$10,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Consultant in connection with the Services described in this Agreement shall maintain such insurance unless the Consultant's insurance covers the subcontractor and its employees.

- b. Automobile Liability. If vehicles will be driven on LEA property, Contactor shall procure and maintain, during the full term of this Agreement the following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person/ 300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

Consultant's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the LEA, and its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers.

- c. Workers' Compensation and Employers' Liability Insurance. Consultant shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Consultant shall procure and maintain Employers' Liability insurance coverage of \$1,000,000 per accident or disease.

Any and all subcontractors hired by Consultant in connection with the Services described in this Agreement shall maintain Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such Services unless such employees are covered by the protection afforded by the Consultant's Workers' Compensation Insurance.

- d. Professional Liability. Consultant shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance, appropriate to Consultant's profession, in an amount \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- e. Umbrella or Excess Policy. The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by LEA, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.
- f. If the Consultant or Consultant's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA
- g. Consultant's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the LEA. Any insurance or self-insurance maintained by LEA shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- h. Consultant further hereby waives any and all rights of subrogation that it may have against the LEA.
- i. Certificates of Insurance. Consultant and any and all subcontractors working for Consultant shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.
- j. Endorsements. Consultant's and any and all Consultant subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the LEA, its governing board, officers, administrators, managers, agents, employees, and/or volunteers as additional insureds.

All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA:

1) General Liability

a) Ongoing operations: CG 20 10 10 01 or CG 20 26 10 01

b) Completed operations: CG 20 37 10 01

2) Primary, non-contributory: CG 20 01 04 13

3) Waiver of subrogation: CG 24 04 05 09

4) Commercial automobile liability: CA 20 48 10 13

k. Self-Insured Retentions. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the LEA. Consultant shall be responsible to pay that self-insured retention and the LEA shall not be responsible to pay these costs. In the event that Consultant's self-insured retentions collectively total more than \$50,000.00, LEA reserves the right to request proof of Consultant's financial solvency in relation to remittance thereof or require Consultant to post a bond guaranteeing payment of the self-insured retention(s), or both.

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

m. Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:

1) The Retroactive Date must be shown and must be before the date of the agreement or the beginning of the Services.

2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

n. Failure to Procure Insurance. Failure on the part of Consultant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement

23. **[INCLUDE IF USING SCHOOL FACILITIES PROGRAM FUNDS, OTHERWISE DELETE SECTION]** **Disabled Veteran Business Enterprises**. Section 17076.11 of the Education Code requires LEAs using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school LEA, for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the LEA, appropriate documentation to the LEA identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

24. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. **LEA's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The LEA may evaluate the Consultant in any way the LEA is entitled pursuant to applicable law. The LEA's evaluation may include, without limitation:
- Requesting that LEA employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
26. **Notice.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- Personal delivery; or
 - Overnight commercial courier; or
 - Certified or registered prepaid U.S. mail, return receipt requested;
 - Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the LEA and the Consultant as follows:

Local Educational Agency

Consultant

Attn: _____

Attn: _____

Street

Street

City, State, Zip Code

City, State, Zip Code

E-mail Address

E-mail Address

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

If any terms and conditions of the Consultant conflict with the terms of this Agreement, the terms of this Agreement prevail.

28. **Governing Law and Venue.** Consultant hereby acknowledges and agrees that LEA is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of LEA hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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 state or federal court situated in the County of Ventura, State of California or other location agreed by mutual written consent of all of the parties to this Agreement. Consultant hereby waives and expressly agrees not to assert, claim or allege, in any way, that it is not subject to the personal jurisdiction of the courts named above. Consultant further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

29. Dispute Resolution

- a. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.
- b. The parties agree that, in the event of any unresolved dispute under the Agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- c. If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 30, Attorney's Fees, the cost of the mediator shall be borne equally by the parties.
- d. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. The parties may make a motion for protective order or motion

to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025.020 et seq. and 2031.010 et seq.

30. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs expert/consultant fees and attorney's fees. This provision does not apply to Consultant's obligation to indemnify the LEA as provided in this Agreement.
31. **Binding Effect.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
32. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
33. **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.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
36. **Paragraph Headings.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
37. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
39. **Force Majeure:** The Consultant shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, global pandemic (including, without limitation, Covid-19), or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the LEA, provided that it is satisfactorily established that the non-performance is not due to the Consultant's acts, omissions, fault or neglect.
40. **Correction of Errors:** Consultant shall perform, at its own cost and expense and without reimbursement from the LEA, any work necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care required herein or by applicable law.

41. **Time is of the Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
42. **Counterpart Execution: Electronic Delivery.** This Agreement and all amendments, exhibits, and supplements may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.
43. **Signature Authority.** Consultant represents and warrants that Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

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

Date

Date

Local Educational Agency

Consultant

By:

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

E-Mail Address

E-Mail Address

Telephone

Telephone

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or Social
Security Number: _____

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

**EXHIBIT “A”
DESCRIPTION OF SERVICES TO BE PERFORMED BY
CONSULTANT**

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

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the LEA as follows:

- That I am a representative of the Consultant under contract with the LEA;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Agreement (check all that applies):

_____ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its Subcontractors' employees who may have contact with LEA pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with LEA pupils during the course and scope of the Agreement is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Services, a physical barrier at the Work Site, that will limit contact between Consultant's employees and LEA pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Services on the Agreement is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with the LEA pupils.

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with LEA pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____