

# CORONA-NORCO UNIFIED SCHOOL DISTRICT

## REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES FOR

### BID NO. 2023-24-215 Architectural Services Retainer Districtwide

#### **PURPOSE**

The purpose of this Request for Proposals ("RFP") is to obtain one or more proposals that will enable the District to select an ideal candidate to effectively partner with to evaluate certain conditions (TBD at that time) at a school site or sites and provide a summary report with suggestions to correct the conditions of the District.

The District will select one or more architectural firm(s) that is the most qualified to meet or exceed the District's design, budget, and schedule requirements at the lowest cost and highest quality.

#### **TERM**

The contract entered into per this Request for Qualifications/Proposals ("RFQ/RFP") will be for the term specified in the agreement with the District.

#### **CONTRACT**

The selected firm will be expected to execute an agreement in the form included herein as Exhibit "B." Although an interested firm may propose changes to the agreement, unless otherwise agreed to by the District, the firm agrees and understands that the existing terms and conditions of the agreement will be binding upon the firm. Any proposed changes to the agreement must be submitted with the proposal. **The award of the contract is subject to approval of the Board.**

DISTRICT reserves the right to extend the bid closing date or to waive any irregularities or informalities in any bids or in the bidding. DISTRICT also reserves the right to reject any or all bids, if DISTRICT, prior to rejecting all bids and declaring that the Project can be more economically performed by its own employees, furnishes a written notice to an apparent low Bidder. (Public Contract Code section 22038(a).) If a Contract is awarded, it shall be awarded to the lowest responsible Bidder. If two (2) or more identical low bids are received from responsible Bidders, DISTRICT may accept the one it chooses. (Public Contract Code section 22038(b).) The award of the Contract, if made by DISTRICT, will be by action of the governing board. In the event an award is made to a Bidder and such Bidder fails or refuses to execute the Agreement and provide the required documents within ten (10) calendar days after notification of the award of the Contract to Bidder, DISTRICT may award the Contract to the next lowest Bidder or release all Bidders. **Each bid must conform and be responsive to the Contract Documents.**

#### **GENERAL CONDITIONS**

(Downloadable copy available at

[https://www.cnusd.k12.ca.us/departments/business\\_services/purchasing/bids\\_rfps](https://www.cnusd.k12.ca.us/departments/business_services/purchasing/bids_rfps))

## **DEADLINE FOR PROPOSALS**

If your firm is interested in providing a proposal for the **Architectural Retainer Services Districtwide Bid No. 2023-24-215** for or on behalf of the District, please submit a detailed summary of your firm's qualifications in accordance with this RFP.

**Submission of all bids shall be made electronically via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/>, by no later than 10:00 a.m., on March 27, 2024.** Bids received after the deadline will not be considered. It is the sole responsibility of the proposer to see that his proposal is received in proper time.

## **QUESTIONS**

All questions pertaining to this RFP **must be submitted through email or electronically via the Bonfire E-Procurement Platform, available at <https://cnusdk12.bonfirehub.com/>, by no later than 1:00 p.m., on March 21, 2024.** Should questions raised by a firm necessitate an Addendum to this RFP, the Addendum will be provided on Bonfire no later than **4:00 pm on March 22, 2024.**

Direct questions to:

Monica Raygoza  
Director, Purchasing, Warehouse & Reprographics  
[mraygoza@cnusd.k12.ca.us](mailto:mraygoza@cnusd.k12.ca.us)  
PHONE: (951) 736-5050  
FAX: (951) 736-5055

The District will not be responsible for any oral or other unofficial interpretation of any element of the RFP or its related documentation.

**Bid Opening:** Bids shall be electronically unsealed publicly and read aloud at the District Office at 2820 Clark Ave, Norco CA 92860 on March 27, 2024, at 10:00 am.

## **FULL OPPORTUNITY AND NONDISCRIMINATION**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises, Small Local Business Enterprises, Small Emerging Local Business Enterprises, and Disabled Veterans Business Enterprises shall be afforded full opportunity to submit proposals in response to this RFQ/RFP, and no respondent to this RFQ/RFP will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability during the evaluation process leading to the award of the contract.

## **CALIFORNIA PUBLIC RECORDS ACT:**

All documents received by DISTRICT, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act. Bidder shall identify any information contained in the bid that the bidder deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others. **Note:** A blanket statement that all contents of the bid response are confidential or proprietary cannot be honored by DISTRICT.

## **PROPOSALS**

Proposals must include the following information:

1. Firm's name, address, telephone number, fax number, website address, Federal ID Number, and California DIR Registration Number.
2. Firm's principal contact and his/her contact information.
3. Firm's federal tax identification number.
4. Firm's license or registration number.
5. List of, at minimum, three (3) references, including name, address, and telephone number of persons who can attest to the firm's performance on relevant projects.
6. Fee proposal, based on time and materials.
7. Completed Additional Information Form included herein as Exhibit "D" and completed and executed Criminal Records Check Certification included herein as Exhibit "E".

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **Scope of Services:**

The architect(s) selected will be provide some of the services below based on Time and Materials.

At the request of the Facilities Department the firm(s) may be asked to do the following:

- A. Evaluate certain conditions (TBD at that time) at a school site or sites and provide a summary report with suggestions to correct the conditions to the District.
- B. The summary is expected to contain any potential scope of work outlining conditions that need to be addressed as well as a Rough Order of Magnitude (ROM) of the estimated costs associated with the work at that time of the evaluation.
- C. The work provided on these estimates does not need to contain construction drawings, engineer drawings, or schematic drawings unless this is requested by the District.
- D. Providing this service does not prevent the firm (s) from being able to competitively bid on the project later.

#### **A Sample request may be the following:**

1. Architect firm ABC will be asked to evaluate the number of parking spaces, traffic flow, ADA, and POT compliance at Elementary School XYZ.
2. The deliverable back to the district would provide a report with a proposed scope of work and an estimated ROM cost to the District to bring the parking lot up to current code.
3. Architect firm would be paid on time and materials based on their hourly rate.

**EXHIBIT "B"**

**FORM OF AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT  
FOR CIVIL ENGINEERING SERVICES  
AGREEMENT NUMBER 00000:00:00**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), dated [REDACTED], 20[REDACTED], ("Effective Date"), is made by and between the CORONA-NORCO UNIFIED SCHOOL DISTRICT ("DISTRICT") located at 2820 Clark Avenue, Norco, CA 92860 and [REDACTED] ("CONSULTANT") located at [REDACTED]. DISTRICT and CONSULTANT are sometimes individually referred to as "Party" and collectively as "Parties."

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

**WHEREAS**, DISTRICT requires the services of a duly qualified [REDACTED] Consultant to perform the special services required by this Agreement; and

**WHEREAS**, CONSULTANT is specially trained and experienced and competent to perform the special services by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

**WHEREAS**, CONSULTANT represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and the terms and conditions set forth hereinafter, the Parties hereto agree as follows:

**1. Appropriation of Funds.**

- a. This Section controls against any and all other provisions of this Agreement.
- b. This Agreement is subject to the budget and fiscal policies, regulations, and practices of DISTRICT and shall be valid only for the term for which DISTRICT's Board appropriates sufficient funds to compensate CONSULTANT for the services to be provided under this Agreement.
- c. If appropriated funds are exhausted or if DISTRICT's Board does not appropriate funds for the services to be provided under this Agreement, this Agreement will immediately terminate,

without penalty or fee, at the end of the term for which funds are appropriated and neither party will have any further obligation towards the other Party.

**2. Services.**

a. CONSULTANT agrees to render the special services described in Exhibit A attached hereto and incorporated herein (“Services”).

b. CONSULTANT agrees to provide the Services in a good workmanlike manner on the dates and times herein stated, in accordance with the terms of this Agreement, in strict conformity with the specifications and standards outlined in the Request for Proposals (“RFP”), if applicable, or other agreed upon agreement and consistent with DISTRICT’s policies and regulations.

c. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of or contracted by CONSULTANT. CONSULTANT will comply with DISTRICT’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at DISTRICT’s request, must be supervised by CONSULTANT. CONSULTANT shall commit adequate resources to complete the project schedule specified in this Agreement.

d. CONSULTANT shall provide and furnish all labor, materials, tools, and instrumentalities required to perform the Services.

e. ***Ownership of Results.*** Any interest in studies, reports, memoranda, computation sheets, or other documents prepared by CONSULTANT in connection with the Services shall become the property of and shall be transmitted to DISTRICT. CONSULTANT may retain and use copies of the documents only for reference and as documentation of its experience and capabilities.

f. If DISTRICT and CONSULTANT mutually agree that the scope of work included in Exhibit A must be revised to list additional work to be performed by CONSULTANT under the Agreement, such revision shall be performed through an Amendment as provided in Section 30 herein and approved by DISTRICT’s Board. If applicable, the Amendment shall also provide for any additional compensation to CONSULTANT as agreed to by the parties.

**3. Term.** Subject to Section 1 herein, and unless sooner terminated as provided herein, the term of this Agreement will commence as of the Effective Date and will continue until **the date in which CONSULTANT has performed all Services required by this Agreement.**

**4. Compensation.**

a. DISTRICT agrees to pay CONSULTANT, as full compensation for performance of the Services, a not to exceed amount of **\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)**, unless otherwise agreed to in writing by the Parties. Any reasonable expenses shall be pre-approved. The breakdown of costs and payment schedule associated with this Agreement appears in Exhibit A, attached hereto and incorporated herein.

b. No change orders will be allowed except by amendment as provided in Section 30 of this Agreement.

c. DISTRICT will pay no additional amount for travel or other expenses of CONSULTANT, including, but not limited to, supplies, tools and taxes levied in connection with this Agreement or the Services delivered pursuant thereto.

d. DISTRICT shall process CONSULTANT's proper, complete, and accurate itemized invoices within thirty (30) days from DISTRICT's receipt of such invoices and upon approval by Chief Business Officer, in his/her sole discretion, that the Services have been rendered satisfactorily, in a professional and timely manner, and in accordance with this Agreement. Invoices shall not be submitted more frequently than monthly.

e. If applicable, it shall be CONSULTANT's responsibility to ensure that the total approved compensation amount is not exceeded. Any invoices for amounts in excess of such amount will not be processed.

f. In no event shall DISTRICT be liable for interest or late charges.

g. ***Responsibility of Equipment.*** DISTRICT shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment may be furnished, rented, or loaned to CONSULTANT by DISTRICT. CONSULTANT understands and agrees that its use of any such equipment shall be accepted by CONSULTANT "AS IS" and "WITH ALL FAULTS."

h. ***Payment does not imply acceptance of work.*** No payment shall in any way lessen CONSULTANT's liability to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment, or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by DISTRICT and in such case must be remedied or replaced by CONSULTANT without delay at no additional cost to DISTRICT.

i. ***Disallowance of Payments.*** If CONSULTANT claims or receives payment from DISTRICT for a service, reimbursement for which is later disallowed by the State of California or United States Government, CONSULTANT shall promptly refund the disallowed amount to DISTRICT upon DISTRICT's request. At its option, DISTRICT may offset the amount disallowed from any payment due or to become due to CONSULTANT under this Agreement or any other agreement.

**5. CONSULTANT's Certification.** By executing this Agreement, CONSULTANT certifies that CONSULTANT is not suspended, debarred, or otherwise excluded from participation in federal or state programs. CONSULTANT acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

**6. Tax Identification Number.**

a. If CONSULTANT will receive payments of \$600 or more, CONSULTANT shall furnish to DISTRICT CONSULTANT's Federal Tax Identification Number or Social Security Number,

whichever is applicable. Concurrent with the executed Agreement, CONSULTANT shall provide to DISTRICT a completed and signed W-9 Form, which is attached as Exhibit B to this Agreement.

b. Type of Business Entity

\_\_\_\_ Individual                      \_\_\_\_ Sole Proprietorship                      \_\_\_\_ Partnership  
\_\_\_\_ Corporation                      \_\_\_\_ Other – please specify: \_\_\_\_\_

c. Tax Identification

\_\_\_\_\_ Federal Tax identification Number  
\_\_\_\_\_ Social Security Number

**Under penalty of perjury, I certify that the number shown on this document is my correct taxpayer identification number.**

**7. Criminal Records Check Certification.**

a. If any portion of the work under the Agreement is to be performed at an operating school, CONSULTANT shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT’s pupils. CONSULTANT shall complete, and return with the executed Agreement, the Criminal Records Check Certification form attached hereto as Exhibit C.

b. If at any time during the term of this Agreement CONSULTANT is either notified by the Department of Justice or otherwise becomes aware that any employee or agent of CONSULTANT performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7(c), respectively, CONSULTANT agrees to immediately notify DISTRICT and remove said employee from performing services on this Agreement.

**8. Compliance with Applicable Laws.** At all times during the term of this Agreement, CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this Agreement.

**9. Compliance with Americans with Disabilities Act.** CONSULTANT acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a consultant, must be accessible to the disabled public. CONSULTANT shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. CONSULTANT agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of CONSULTANT, its employees, agents, or assigns will constitute a material breach of this Agreement.

**10. Confidential Information.** CONSULTANT understands and agrees that, in its performance under this Agreement or in contemplation thereof, CONSULTANT may have access to private or confidential information which may be owned or controlled by DISTRICT and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to DISTRICT, its employees, or students. CONSULTANT also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject CONSULTANT to civil liability. Consequently, CONSULTANT agrees that all information



disclosed by DISTRICT to CONSULTANT shall be held in confidence and used only in performance of the Agreement. CONSULTANT shall exercise the same standard of care to protect such confidential information as it uses to protect its own proprietary data, provided it is reasonable and consistent with industry standards. This Section shall survive the termination or expiration of this Agreement.

#### **11. Independent Contractor.**

a. CONSULTANT is, and shall at all times be deemed to be, an independent contractor, and shall be responsible for determining the sequence, method, details, and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONSULTANT or any of CONSULTANT's agents or employees. CONSULTANT assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONSULTANT, its agents, and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

b. If any governmental authority should, nevertheless, determine that CONSULTANT is an employee, DISTRICT's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to CONSULTANT and to the applicable governmental authority does not exceed the maximum amount specified in Section 4 herein. CONSULTANT shall refund any amounts necessary to effect such reduction.

#### **12. Insurance.**

a. Without limiting CONSULTANT's liability pursuant to the "Indemnification" section of this Agreement, at its sole cost and expense, CONSULTANT shall obtain and maintain for the entire term of the Agreement the following insurance: (1) Comprehensive General Liability, (2) Automobile Liability for owned and non-owned vehicles, (3) Workers Compensation as required by law, (4) Employer's Liability, and (5) Professional Liability (E & O). Each of the insurance policies shall have limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

b. The Comprehensive General Liability and Automobile Liability policies shall be endorsed to provide the following:

(1) Name as additional insureds the DISTRICT, its Board members, officers, agents, and employees.

(2) Specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurances apply separately to each insured against whom a claim is made or a suit is brought.

c. Concurrent with the executed Agreement, CONSULTANT shall provide to DISTRICT true and correct copies of all certificates of insurance reflecting the coverage required herein. Such certificates of insurance shall be attached to this Agreement as Exhibit D. All such policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance described herein without first giving DISTRICT at least thirty (30) days prior written notice of such cancellation or change. Should any such policy

of insurance be canceled or changed, CONSULTANT agrees to immediately provide DISTRICT true and correct copies of all new or revised certificates of insurance.

d. If any policies are written on a claims-made form, CONSULTANT agrees to maintain such insurance continuously in effect for three (3) years following completion of this Agreement or extend the period for reporting claims for three (3) years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three (3) years following completion of the Agreement.

e. CONSULTANT understands and agrees that DISTRICT may withhold payment for Services performed for any violations of the insurance provisions of this Agreement.

**13. Indemnification.** CONSULTANT shall indemnify, save, and hold harmless DISTRICT and its Board members, its officers, agents, consultants and employees (“indemnitee(s)”) of and from any and all liabilities, claims, debts, damages, losses (including legal costs and attorney’s fees), demands, suits, actions, and causes of action of whatsoever kind, nature, or sort (including, but not limited to, infringement of any patent right, copyright, trade secret, or any other proprietary right or trademark by any of CONSULTANT’s officers, employees, or agents), arising out of or incident to any intentional or negligent acts, errors or omissions of CONSULTANT, its officers, employees or agents in the performance of the Services required by this Agreement. Notwithstanding, CONSULTANT shall not be required to indemnify or hold harmless an indemnity due to that indemnitee’s negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

**14. DISTRICT’s Liability.** DISTRICT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION 4 OF THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS IN CONNECTION WITH THIS AGREEMENT.

**15. Termination and Remedies.**

a. DISTRICT may terminate this Agreement, in whole or in part, for the following reasons:

- (1) If funding for the Services is terminated or reduced.
- (2) If CONSULTANT fails to provide the Services in a satisfactory manner as determined by DISTRICT.
- (3) If CONSULTANT fails or refuses to perform or observe any term, covenant, or condition contained in this Agreement.
- (4) If at any time during the performance of this Agreement, DISTRICT determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement.

b. Termination of the Agreement shall be effective on the date DISTRICT provides notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall cease performance of the Services, unless otherwise specified in the notice.

c. In the event DISTRICT terminates this Agreement as specified above, CONSULTANT shall only be paid for those Services properly rendered up to the date of termination.

d. DISTRICT shall have the right to offset from any amounts due to CONSULTANT under this Agreement, or any other agreement between DISTRICT and CONSULTANT, all damages, losses, costs, or expenses incurred by DISTRICT as a result of CONSULTANT's actions that led DISTRICT to terminate the Agreement.

e. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under applicable laws, rules, and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**16. Submitting False Claims.** Pursuant to Government Code section 12650 et seq., a consultant who submits a false claim shall be liable to DISTRICT for three times the amount of damages which DISTRICT sustains because of the false claim. A consultant who commits a false claim act shall also be liable to DISTRICT for the costs of a civil action brought to recover any of those penalties or damages, and shall be liable to DISTRICT for civil penalty of up to eleven thousand dollars (\$11,000) for each false claim. CONSULTANT will be deemed to have submitted a false claim to DISTRICT if CONSULTANT:

a. knowingly presents or causes to be presented to an officer or employee of DISTRICT, a false claim for payment or approval;

b. knowingly makes, uses, or causes to be made or used a false record or statement material to get a false claim paid or approved by DISTRICT;

c. conspires to defraud DISTRICT by getting a false claim allowed or paid by DISTRICT;

d. has possession, custody, or control of public property or money used or to be used by DISTRICT and knowingly delivers or causes to be delivered less property than the amount for which CONSULTANT receives a certificate or receipt;

e. is authorized to make or deliver a document certifying receipt of property used or to be used by DISTRICT and knowingly makes or delivers a receipt that falsely represents the property used or to be used;

f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;

g. knowingly makes, uses, or causes to be made or used a false record or statement material to an obligation to pay or transmit money or property to DISTRICT, to conceal, avoid, or decrease an obligation to pay or transmit money or property to DISTRICT; or

h. is a beneficiary of an inadvertent submission of a false claim to DISTRICT, subsequently discovers the falsity of the claim, and fails to disclose the false claim to DISTRICT within a reasonable time after discovery of the false claim.

**17. Prohibited Interests.**

a. No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving the Agreement, shall become directly or indirectly interested financially in the Agreement or in any

part thereof. The Agreement will be terminated if CONSULTANT aids, abets, or knowingly participates in the violation of this Section.

b. CONSULTANT hereby certifies that no current Board member or employee of DISTRICT, and no one who has been a Board member or an employee of DISTRICT within the last two (2) years has participated in bidding, selling, or promoting this Agreement. CONSULTANT also certifies that no current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement. CONSULTANT understands that any violation of this provision of the Agreement shall make the Agreement voidable by DISTRICT.

**18. State Audit.** Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or CONSULTANT connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. CONSULTANT shall preserve and cause to be preserved such books, records, and files for the audit period.

**19. Notice.** All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

**DISTRICT:** Corona-Norco Unified School District  
2820 Clark Avenue  
Norco, California 92860  
Attn: Monica Raygoza, Director I, Purchasing

**CONSULTANT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, California 9\_\_\_\_\_  
Attn: \_\_\_\_\_

Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. DISTRICT or CONSULTANT may from time to time designate any other address for this purpose by written notice to the other party.

**20. Required Provisions.** 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 the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provision is not inserted, or is not correctly inserted, then, upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

**21. Severability.** If any 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 without being impaired or invalidated in any way.

**22. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for all litigation relative to this Agreement shall be in Riverside County.

**23. No Waiver.** The failure of either party in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**24. Subcontracting.** CONSULTANT is prohibited from subcontracting this Agreement or any services to be provided pursuant to this Agreement unless such subcontracting is previously agreed to in writing by the parties and is executed in the same manner as this Agreement.

**25. Assignment.** Neither Party may assign its rights or obligations under this Agreement to another party.

**26. Third-party Rights.** No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

**27. Non Discrimination.** CONSULTANT agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

**28. Entire Agreement.** This Agreement, the exhibits thereto, DISTRICT's RFP, if applicable, and CONSULTANT's response to RFP, if applicable, constitute the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties.

**29. Section Headings.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

**30. Amendment.** This Agreement may only be amended in writing by mutual consent of the Parties. Changes, including any increase or decrease in the amount of CONSULTANT's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

**31. Administrative Remedy for Disputes.** Should any question or dispute arise regarding this Agreement, prior to any action or resorting to any other legal remedy, the Parties agree to meet as soon as possible in a good faith effort to negotiate a resolution to the dispute.

**32. Authority.** Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the Parties hereto.

**33. Order of Precedence.** Except as specifically provided elsewhere in this Agreement, conflicting provisions of this Agreement shall prevail in the following order of precedence: (1) the

provisions in the body of this Agreement, (2) the exhibits of the Agreement, if any; (3) all other documents cited in this Agreement or incorporated by reference.

**33. Execution in Counterparts.** This Agreement may be executed in several counterparts and when so executed shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatory to the original and same counterpart.

[Signatures on Next Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed.

**CORONA-NORCO UNIFIED  
SCHOOL DISTRICT**

**FIRM'S NAME**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Initials/Date Draft

Board: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

**(attach copy of consultant's proposal, marked as Exhibit A)**

**EXHIBIT B**

**W-9 Form**

[To be attached by CONSULTANT]



**EXHIBIT C**

**CRIMINAL RECORDS CHECK CERTIFICATION  
(CONSULTANT Fingerprinting Requirements)**

**CONSULTANT CERTIFICATION**

With respect to the Agreement dated [REDACTED] 20[REDACTED] by and between Corona-Norco Unified School District (“District”) and [REDACTED] (“Consultant”) for the provision of [REDACTED], Consultant hereby certifies to the District’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
CONSULTANT’s Representative

\_\_\_\_\_  
Date

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**CONSULTANT EXEMPTION**

Pursuant to Education Code section 45125.1, the Corona-Norco Unified School District (“District”) has determined that [REDACTED] (“Consultant”) is exempt from the criminal background check certification requirements for the Agreement dated [REDACTED] by and between the District and Consultant because:

- Consultant’s employees will have limited contact with District students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

**EXHIBIT D**

**Certificates of Insurance**  
[To be attached by CONSULTANT]