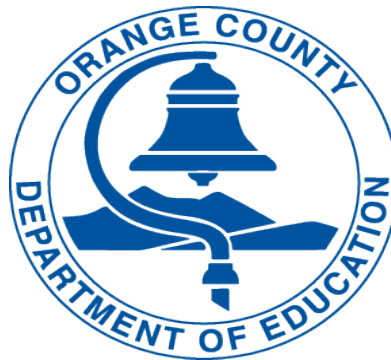


ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

Request for Proposal (RFP)

Number 25-10

**DSA INSPECTOR OF RECORD (IOR) SERVICES
RANCHO SONADO EDUCATION CENTER
FIRE RESTORATION PROJECT - DSA #04-124609**



PROPOSAL DUE DATE

Friday, June 12, 2026 at 10:00:00 a.m. PST

SUBMIT PROPOSALS TO:

**ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
Purchasing Department
200 Kalmus Drive, Building A
Costa Mesa, California 92626**

**PUBLIC NOTICE INVITING
REQUEST FOR PROPOSALS NUMBER: 25-10
DSA INSPECTOR OF RECORD (IOR) SERVICES - RANCHO SONADO EDUCATION CENTER
FIRE RESTORATION PROJECT – DSA #04-124609**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, (“Superintendent”) is seeking proposals from qualified firms for DSA Inspector of Record (IOR) Services for Superintendent’s Rancho Sonado Education Center Fire Restoration Project (“Project”). The full scope of the work for this Project is set forth in this Request for Proposals (“RFP”).

Proposals must be received by mail or in person in a sealed envelope or package no later than **10:00:00 A.M. PST on Friday, June 12, 2026**, at the Orange County Superintendent of Schools, Purchasing Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. No facsimiles or emailed proposals will be accepted. It is the firm’s sole responsibility to ensure its proposal is timely delivered and received at the location designated above. Any proposals received after the stated time and date will not be considered.

A complete copy of the Superintendent’s RFP documents and specifications are available on the Superintendent’s website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

Interested firms responding to this RFP are to include all costs for labor, materials, equipment, and all other expenses required to accomplish the services required. All proposals are to be submitted on the forms provided by in the RFP document. The Superintendent reserves the right to reject any or all proposals and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities not affected by law in any proposal. The right is also reserved by the Superintendent to select the firm which in his/her opinion will best serve the needs of the Superintendent

Proposals submitted by qualified firms shall be at no cost or obligation to Superintendent. No firm may withdraw its’ proposal for a period of ninety (90) calendar days after the date set for the opening of the proposals. Each proposal must conform and be responsive to Superintendent’s RFP documents.

Please direct any technical or procedural inquiries or questions regarding the RFP documents and/or Project to the attention of Patricia McCaughey, Executive Director, Business Operations via email only at pmccaughey@ocde.us no later than 10:00:00 a.m. PST on May 29, 2026. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the Superintendent’s website. General information regarding the Superintendent is available via www.ocde.us.

By: Patricia McCaughey
Executive Director, Business Operations
Publication: Orange County Register
Date Published: May 15, 2026 and May 22, 2026

INFORMATION FOR RESPONDENTS

1. Introduction

The Orange County Superintendent of Schools (Superintendent) is requesting proposals from experienced and qualified firms (Respondents/Firms) specializing in Division of Architect (DSA) Inspector of Record (IOR) Services required by applicable sections of Title 21 and Title 24, California Code of Regulations for Superintendent's Rancho Sonado Education Center, Fire Restoration Project, DSA #04-124609. Firms must have extensive experience and an overall understanding of public-school facilities construction and working with public school representatives, architects, contractors, and other facility related consultants.

2. General Background

The Orange County Superintendent of Schools (Superintendent) is located in Southern California and provides educational services for children and young adults throughout Orange County. Superintendent is responsible for the interpretation and enforcement of state laws as directed by the Legislature, the State Board of Education, and the California Department of Education. In addition, Superintendent partners with families, businesses, and the community to promote student success and well-being in Orange County. With more than 1,200 permanent full and part-time employees and about 1,200 substitutes, Superintendent provides cost-effective, centralized services, including Alternative and Correctional Education, Outdoor Science, Career Technical Education Partnership, Special Education, Child Care Services, and Student Programs. The mission of the Superintendent is to serve as a connecting agency among Orange County school districts, community college districts, local, state, and federal governmental agencies, and community organizations. The Superintendent responds to local school district and community requests for staff development, administrative, business, and educational and support services and partners with families, businesses, and the community to promote student success and well-being in Orange County.

For additional information regarding Superintendent, please visit the Superintendent's website at www.ocde.us.

3. Project Summary

The Rancho Sonado Education Center is located on approximately 112 acres located at 8755 Santiago Canyon Road, Silverado, California 92676. The site is on substantially vacant land which currently has a single structure. It previously housed two-separate buildings and a pond. Existing hiking and walking trails can be found throughout the property and are used as part of Superintendent's Inside the Outdoors Environmental Education Program.

The Project is designed as a nature learning center for Superintendent to conduct its Inside the Outdoors Environmental Education Program for elementary school students attending both public and private schools. The nature learning center will be comprised of outdoor pavilion structures, a multipurpose educational building, administrative building, and an outdoor amphitheater with

shade sails. The Project will also undertake sitework that will include a new parking lot, an improved fire access driveway, a new driveway entry, hiking trails, landscaping renovation, and a new wayfinding signage. The property will also open to the public to use to participate in other Inside the Outdoors Environmental Education Programs or special permit activities.

Construction plans and specifications were prepared by TBP/Architecture, Inc. (“Architect”) and have been approved by DSA under Application #04-124609; (Increment 1 approved 9/23/25, Increment 2 approved 12/31/25, Increment 3 approved 3/2/26); and are available on our website.

4. Project Description

The Rancho Sonado Education Center property was impacted by the Bond Fire in December, 2020. Many of the existing structures were lost in the fire and the educational program at the site was paused. The scope of the Rancho Sonado Project is to renovate the site to re-establish its original purpose as an environmental education center. The new structures and scope proposed to replace the previous structures are as follows:

- 2,168 SF Administrative Building
- 1,709 SF footprint of dining area vs 3,981sf for entire roofed area above the dining area. Outdoor Dining Pavilion: This shelter will be used for lunches brought by the students for meal break. There will be no food prep at this facility.
- 3,780 SF Multi-Purpose Building: This building will be used for special instruction and lab sciences associated with environmental education.
- 2,954 SF includes (2) adjacent planters Amphitheater: This area will be used for special events and training, including outreach events for the public.
- (4) 823 SF Educational Pavilions: These shelters will be interspersed throughout the site for environmental presentations from the staff and provide protection from the elements for students.
- Parking lot with (50) parking spaces, as well as (4) bus parking spaces, and (2) ADA parking spaces, located at “Base Camp.”
- Landscape improvements, including native and drought-tolerant planting.
- Roadway improvements to increase the width of the on-site driveway to provide fire apparatus access to the site.
- Fire and safety improvements including the installation of a provide fire hydrant, and sprinkler systems.

The Project will be constructed using the lease-leaseback project delivery method authorized by Education Code section 17400 et seq. Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300. CW Driver has been selected as our lease-leaseback partner or “Contractor.”

The project construction start date is tentatively scheduled for August 2026 and the estimated

performance period is seventeen (17) months.

5. Project Scope of Work

The awarded Firm shall provide all necessary labor, equipment, devices, and services to perform IOR inspection services, which include without limitation the following tasks:

- a) The IOR shall completely and timely inspect all portions of the Construction Work as it progresses to ensure work is completed in strict conformity with the construction contract, plans, and specifications (Contract Documents), and all applicable laws and regulations.
- b) The IOR shall endeavor to guard Superintendent and the State of California against apparent defects and deficiencies in the Construction Work and act on behalf of the Superintendent to see that the Construction Work is executed and completed in a timely manner in accordance with Contract Documents, and all applicable laws and regulations.
- c) The IOR is responsible for possessing a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed. In addition, the IOR is responsible for being knowledgeable in applicable laws and regulations, and for maintaining an on-site accessible library of such for reference.
- d) The IOR is responsible for identifying and documenting non-compliant Construction Work as work on the Project progresses, facilitating corrective action, and documenting the resolution. The IOR is responsible for directing the contractor to correct non-compliant Construction Work but is not authorized to direct work that deviates from the Contract Documents.
- e) The IOR is responsible for verifying code-compliant implementation of the materials testing and special inspections, as applicable, including notification of materials testing labs. IOR shall initiate and expedite testing by the Superintendent designated test laboratories and shall maintain all necessary back up information for special inspection invoice processing and shall be responsible for the sequential progress of the Project related to the test lab reports.
- f) The IOR shall comply with all the requirements of a DSA project inspector including, without limitation:
 - The DSA inspection card process that establishes specific construction milestones that must be approved by the IOR before contractor(s) can start subsequent work on a project
 - All the requirements included and/or referenced in the following forms:
 - Form DSA IR A-7, Project Inspector: Certification and approval (Revised 02-22-13).
 - Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and

Performance (Revised 12-02-12).

- g) **Compliance with Applicable Laws.** IOR shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans, or specifications is to be construed to permit Construction Work not conforming to these codes.
- a. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
 - b. Regulations of the State Fire Marshall (Title 19 of the California Code of Regulations) and applicable local fire safety codes.
 - c. Labor Code of the State of California – Division 2, Part 7, Public Works, and Public Agencies.
 - d. Education Code of the State of California.
 - e. Industrial Accident Commission's Safety Orders, State of California.
 - f. National Electrical Safety Code, U. S. Department of Commerce.
 - g. National Board of Fire Underwriters' Regulations.
 - h. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.
- h) The IOR shall assist Architect in responding to Contractor's inquiries regarding Construction Document interpretation, or uncertainties regarding the Construction Documents. IOR shall assist in documenting these.
- i) The IOR shall observe the Superintendent's occupancy or movement of Superintendent-furnished equipment to the Project before completion and record and report any damages occurring so any claims may be fully documented.
- j) Inspection Records. The IOR shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work (Inspection Records). The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:
- **Record of Inspection on Plans** – a systematic record of the inspection of all Construction Work required by the Construction Documents. The IOR shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans

and specifications have been met.

- Construction Procedure Records (CCR, Title 24, Part 1, Section 4- 342(6)). These shall include, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.
 - Deviations and Resolution of Deviations. The resolution of reported deviations.
 - Daily Job Log. Daily job log of the IOR's time spent, areas and scopes inspected, and tasks performed on the Project.
- **Job File.** IOR shall maintain a record of his/her attendance on the Project and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the Superintendent.
 - The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the Superintendent, shall be kept in an order as directed by the Superintendent (e.g., by date or type of transaction).
 - IOR shall assist Superintendent staff in preparing quarterly progress reports to the governing board of the Superintendent.
 - In addition, the IOR shall organize and maintain a complete system of construction records, including, but not limited to:
 - All Inspection Records.
 - Job memo file.
 - Project conference file.
 - Progress reports.
 - Test and Inspection List (Form DSA-103-1 (Revised 01-01-12)).
 - Correspondence file, including ,without limitation all correspondence from/to Architect, construction contractor(s), construction manager(s), Superintendent, and DSA.
 - Complete change order file.
 - All Addenda.
 - All deferred approval documents.
 - Complete shop drawings, samples, and submittal file.
 - All Contract Documents including, without limitation, the approved plans, and specifications.
 - All records and documents kept by IOR shall be and remain the property of Superintendent.
- **Building Codes.** In addition to the above documents, IOR shall keep at the Project an accessible library of all applicable building codes and regulations necessary to

perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

- CCR, Title 24, Part 1 (Administrative Code);
- CCR, Title 24, Part 2, Volumes 1, 2, and 3 (Building Code);
- CCR, Title 24, Part 3 (Electrical Code);
- CCR, Title 24, Part 4 (Mechanical Code); 14.3.5. CCR, Title 24, Part 5 (Plumbing Code); 14.3.6. CCR, Title 24, Part 6 (Energy Code).

- **Communications, Reporting, and Notifications.**

- **DSA Notification.** IOR shall notify DSA:
 - At least forty-eight (48) hours prior to the start of any Construction Work at the Project.
 - At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.
 - At least forty-eight (48) hours prior to the first concrete pour/placement at the Project.
 - When Construction Work has been suspended for a period of more than two (2) weeks.
- **Notification of Superintendent and Architect.** IOR shall immediately report to Superintendent, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. IOR shall inform the Superintendent, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the IOR has related to the Project or the Contract Documents. IOR shall advise the Superintendent of needed inspections related to the status of the Construction Work, and Superintendent shall provide the schedule of Construction Work to IOR so that both Parties arrange timely inspections.
- **Deviation Notification of Contractor(s).** IOR shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. In addition, the IOR shall report such to the Superintendent, the Architect, and the construction manager. IOR shall document all resolutions of reported deviations and make them part of the Inspection Records.

- **IOR Responsibilities for Forms and Reports.**

- **Semi-Monthly Reports.** IOR shall submit semi-monthly reports on the 1st and the 15th of each month to Superintendent, the Architect, and DSA

- **Verified Reports.** IOR shall submit verified reports at the following times that will include notification of outstanding deviations:
 - Construction Work on the Project is suspended for a period of more than one (1) month.
 - IOR is terminated for any reason.
 - DSA requests a verified report.
 - If Superintendent occupies any building on the Project.
 - When the Construction Work is complete.
 - Each verified report shall be on Form DSA-6, or more current form thereof, and shall clearly describe all non-compliant Construction Work including change order work that is pending DSA approval. Each verified report shall state that IOR knows of his/her personal knowledge that the Construction Work has, in every material respect, been performed in compliance with the Construction Documents. IOR shall declare under penalty of perjury that all information indicated on the report is true.
 - **All Other Reports.** In addition, IOR shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the Superintendent. IOR shall prepare and forward to the Superintendent, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.
- k) **Facilities/Equipment.** Superintendent shall provide for IOR's operational needs, such as office supplies, telephone, and fax machine, unless otherwise agreed to by the Parties.
- l) **IOR Certification.** IOR shall provide the Superintendent a copy of documents satisfactory to the Superintendent certifying that IOR holds proper state certification and approval by DSA to perform the required Services for this Agreement. IOR shall also provide any other documents or certification requested by the Superintendent. IOR shall initiate and provide the Superintendent with Form DSA-5, or any more current qualification/certification form.
- m) **Substitute Inspector** and/or Assistant Inspector. IOR shall provide the Services throughout the Term and shall not delegate its duties without the full knowledge and prior written consent of the Superintendent. In the event of IOR's absence for more than two (2) consecutive days or unavailability for scheduled inspections, IOR, at no cost to Superintendent, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by Superintendent, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to Superintendent within thirty (30) working days after the date of the Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. IOR shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
- n) **Other Jobs Outside of the Project.** IOR shall be required to work full-time on the Project and

shall not work on or be under contract for another project without prior written approval from Superintendent, and without a reduction in compensation proportionate to the amount of time IOR is required to be absent for responsibilities to another project.

- In the event that this Agreement involves a company of IORs, a DSA- approved IOR shall be designated as the Project IOR and shall be on constant duty at the Project as described in this Agreement.
- IOR shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.

o) Value Added Services

- Perform quality control inspections over and above those required by DSA to ensure compliance with industry standards and applicable certification agency requirements, (such as the Steel Door Institute, Tile Institute, Green Book, etc.)
- Review material deliveries to the site to verify compliance with the approved submittals.
- Monitor and sign off on timecards for added work scope authorized on a T&M basis.
- Sign off on %'s of completed work claimed on each contractor's monthly invoice.
- Sign off on monthly invoices for T&I company to certify units/hours billed.
- Sign off on completeness, accuracy, and currency of as built documents as a prerequisite for the contractor's monthly billing.
- Review and sign off on final as built documents before they are submitted to the AOR for review.
- Prepare a preliminary written punch list of work requiring completion or correction for review by the A/E and Owner prior to the final formal punch list being scheduled by the team.
- Once final punch list is issued by the A/E team, sign off and review items as they are completed, and bring any disputed or unclear items to the attention of the project team.

6. Request for Proposal (RFP) Schedule

The Superintendent anticipates the following timeline for the process of selecting experienced and qualified firms.

EVENT	DATE*
Request for Proposals Advertisement Dates	May 15, 2026 and May 15, 2026
Deadline for Submittal of Clarification or Questions	May 29, 2026

Last Day to Respond to Request for Clarification or Questions	June 3, 2026 10:00:00 a.m. PST
Proposal Due Date	June 12, 2026 10:00:00 a.m. PST
Evaluation Committee Review	June 15 – June 19, 2026
Interviews (optional)	June 22 – June 24, 2026
Notification of Selected Firm(s) Issued	July 2, 2026
*Note: All dates are preliminary and subject to revision at the Superintendent’s discretion.	

7. Request for Information (RFI)

Any question, request for explanation or clarification of any kind in regard to this RFP must be made in a written form, submitted via email directed to Patricia McCaughey at pmccaughey@ocde.us. Questions must be received no later than **10:00:00 a.m. PST on May 29, 2026**. No other person or entity is authorized to receive such questions. A response will not be provided to any late questions, or requests for explanations or clarifications. Any interpretation, clarification, or correction to this RFP will only be made by addendum as noted in this RFP. No person or firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the Superintendent. Any clarifications resulting from questions will be posted on Superintendent’s website www.ocde.us.

8. Request for Proposal (RFP) Deadline

Proposals are due in the Purchasing Department on or before **June 12, 2026 at 10:00:00 a.m. PST**. Proposals are to be submitted in a sealed envelope or package bearing the RFP name and number, date, and time due, and the name of the Respondent displayed on the package or envelope. Respondents shall submit their proposals on or before the due date and time. The receiving time in the Purchasing Department will be the governing time for receipt of proposals. Proposals will not be opened or revealed before the time set for receipt. It is the sole responsibility of the firm submitting a Proposal to ensure that its Proposal is actually received in the Purchasing Department prior the deadline time and due dated specified above. Any proposals received after the time and date specified above, will not be considered.

A proposal sent by facsimile transmission or email will not be accepted. All proposals submitted in response to this RFP will become the property of the Superintendent and will be returned only at the discretion of the Superintendent and at the Respondent’s expense. The Superintendent reserves the right to make use of any and all information or ideas contained in the proposal. The proposal when submitted become public information and are subject the Freedom of Information Act requests from the general public. Any ideas, trade secrets, or proprietary or confidential information submitted by the Respondent must be stamped as such; however, this may not

preclude the Superintendent from releasing such information if requested to do so. Entire proposals designated as confidential may be rejected by the Superintendent.

Interested firms must submit a proposal by the due date referenced above to the following address:

Orange County Superintendent of Schools
Purchasing Department
200 Kalmus Drive, Building A
Costa Mesa, CA 92626

The Superintendent reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law to evaluate the proposals submitted and to award the Contract which in the Superintendent's opinion will best serve the needs of the Superintendent.

9. Withdrawal of Proposal

Respondent may withdraw their proposal by written request, at any time prior to the closing time for receipt of proposals. After RFP opening, no Respondent may withdraw their proposal for a period of ninety (90) days after the date set for the opening thereof.

10. Exceptions or Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the Respondent. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations.

11. Errors and Omissions

If the Respondent identifies any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, they must promptly notify the Superintendent in writing and request clarification or modification of the document. Any changes will be issued through addenda, which will be posted on the website www.ocde.us

If a Respondent fails to notify the Superintendent of a known error in the RFP, or an error that could reasonably have been identified, before the submission deadline, the Respondent assumes full responsibility and risk. Should the contract be awarded, the Respondent will not be entitled to additional compensation or time due to the error or its subsequent correction. Respondents should thoroughly review the entire RFP, any addenda, and all related materials or data referenced in the RFP or otherwise available.

12. Ethics in Public Contracting

By submitting a response, Respondent certifies that its submittal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other firm, supplier, manufacturer, sub-contractor, customer, or other person in connection with its submittal, and that

it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. Submittal Requirements – General Information

Proposals must be completed in all respects as required by the instructions in this RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the staff of Superintendent, the information in the proposal was intended to erroneously and fallaciously mislead in the evaluation of the proposal.

Before submitting a proposal, Respondent shall carefully read the specifications and the forms of other documents. Respondents shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the services. No allowance will be made because of lack of such examination or knowledge. The decision as to acceptability of items rests solely with the Superintendent staff. Respondent shall submit complete information on the services required in proposal. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the Superintendent during the RFI period.

Firm's services must be fully compliant with all applicable requirements including Superintendent policies and regulations, and all State and Federal laws. All proposal costs shall be borne by the Respondent. This RFP will be awarded to the most responsive, responsible respondent to the RFP that Superintendent deems is in the Superintendent's best interest. Superintendent reserves the right to reject any or all proposals, select one or more qualified firms, with or without interviews and to negotiate with any or more than one of the qualified firms in the event that Superintendent deems is in the Superintendent's best interest. Superintendent at its sole discretion, reserves the right to waive any irregularity in any Proposal received.

Proposals must be typewritten, concise, well organized and demonstrate Respondents qualifications. Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory personnel of your company. The completed proposal shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.

Each firm responding to this RFP shall submit one (1) portable document format (PDF) copy of the proposal on a flash drive, plus five (5) bound copies and one (1) unbound copy of the proposal in an 8 ½ x 11 format, portrait orientation, with a minimum of 11-point font with each page clearly numbered at the bottom. Each section must be tabbed. The original copy must be marked "Original" and must be wet signed by person authorized to bind the Respondent. Additional copies may be photocopies. The proposal must contain all information as outlined in this RFP and shall

be limited to not more than 30 single-sided pages or 15 double-sided pages in length, excluding front and back covers, tab separators, cover page, table of contents, resumes, and appendices.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between Superintendent and any individual or firm; (ii) create any obligation for Superintendent to enter into a contract with any individual or firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

Proposals must address the following items in the order listed below with each section numbered either numerically or alphabetically in the document within the page limits identified above. Proposals which do not include all of the elements as specified or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the Superintendent and eliminated from consideration.

- A. **Cover Page** - Indicate the Request for Proposals (RFP) Title and submittal due date, legal name of firm, local address, position, and full contact information for the individual designated as the Firm’s contact lead for this proposal.
- B. **Table of Contents** - Shall reflect the order stated herein and shall include section titles and page numbers.
- C. **Cover Letter/Letter of Interest** – Provide a brief, no more than 3 pages, dated cover letter addressed to Patricia McCaughey, Executive Director, Business Operations, signed (wet signature) by an authorized officer of the firm. Include identification of the project principal (authorized to represent the firm regarding all matters related to the proposal and who will be available, knowledgeable, and regularly attentive to the Superintendent), explain your understanding of the IOR services required under this Project. Firm shall include the following:
 - a. Firm’s legal name, address, telephone, web address of the office that will be primarily responsible for providing services throughout the Project.
 - b. Type of ownership, or legal structure of the firm (individual, corporation, etc.).
 - c. Brief history of your firm, including the number of years in business. A minimum five (5) years required. State the eligibility of the firm to respond to this RFP.
 - d. Description of the firm, include a description of the firms relevant expertise and qualifications for providing the DSA-certified Inspector of Record (IOR) services required by applicable Title 24, California Code of Regulations and DSA IR A-8 and new construction projects. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with Superintendent. Include information regarding the size of the firm and location of the office from which the required services will be performed, number of employees, and history of involvement in school inspections.

- e. A statement on the firm’s understanding of the work to be performed, ability to provide the services, how you see best to assist the Superintendent in executing this Project, added benefits your firm would bring to the Project, how you would tackle potential challenges, and how you will communicate and work with Superintendent, Superintendent’s Project Manager, Architect and General Contractor. The letter shall also indicate the names of the persons who will be authorized to make representations on the part of the firm, their titles, email addresses and telephone numbers. The person who has the legal authority to execute the contract on part of the firm shall sign the cover letter.
- f. California Business License Number, if applicable.
- g. Respondent’s letter must also contain the following statement:

“We have read the Superintendent’s Request for Proposals (RFP) Number 25-10 for the Inspector of Record (IOR) services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to provide the Superintendent’s requested services that we have indicated we can provide. We understand that our ability to meet the criteria outlined in the RFP will be judged by the Superintendent’s evaluation committee. In addition, we certify that we have thoroughly examined the RFP requirements, and our proposed fees cover all the services that we have indicated we can meet, and we acknowledge and accept all terms and conditions of this complete RFP.”

D. Proposed Personnel/Firm Team - Please identify the name(s) of your firms project team who will be principally responsible for working with the Superintendent’s team on the Project. Please indicate the role and responsibility of each individual. If the Firm is chosen as a finalist, these principal individuals must attend the interview, in any, and in-person presentation and provide a brief resume of the firm’s principals, including registrations/licenses. Provide resumes for DSA inspectors that will be on the Project team, please limit to two pages, not including certifications. The resumes must include (a) education; (b) years of relevant experience; (c) professional registrations, certifications, and affiliations (d) project-specific experience with focus on county office of education or K-12 projects, including dates and durations of each project listed and the name of the firm where employed, and the number of years employed by Firm. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.

The inspector shall be subject to the approval of the Division of the State Architect after acceptance by the Superintendent. Approval of the Inspector’s appointment must be obtained from DSA and a copy of the DSA letter of approval should be in the Inspector’s

possession before work is started on the Project. To maintain continuity, Inspectors assigned to this Project shall remain assigned to the Project for its duration, regardless of interruptions that may occur. If changes must be made due to unavoidable circumstances, the Inspection Firm shall submit the name and resume of the replacement inspector to the Superintendent for approval. Should the inspector be absent for a brief duration due to illness, vacation, etc., the Inspection Firm is required to provide and schedule a qualified replacement inspector approved by the Superintendent and DSA. The minimum recommended qualifications for a Project Inspector as provided in the State Building Code Part 1, Title 24 of the Code of Regulations include but are not limited to the following for this project are: 1) Hold rating as Class 2 Inspector; 2) Have had at least five (5) years of experience in construction work of a type similar to that for which they are being proposed, including size and dollar value; 3) Have a thorough current knowledge of building materials, state codes and construction procedures as a qualified DSA Project Inspector; 4) Have the special ability in reading and understanding plans and specifications for all disciplines; and 5) Have the mental and physical ability to communicate with all parties in a professional manner and to carry out the duties of inspection.

E. References and Litigation History

- a. References - Include a minimum of five (5) client references with whom you have had school projects initiated and/or completed in the last five (5) years that are comparable to Superintendent's Project for each service you are submit a proposal. List must include the following information for each project:
 - 1. Project Name, location, and description
 - 2. Client Name and complete address
 - 3. Contact name, email address and telephone number
 - 4. Date of Services
 - 5. Contract amount

- b. Claim/Litigation History – Provide a detailed list of any current or prior violation or claims, disputes or litigation negotiated/settled against an individual or your firm that have occurred in the last five (5) years. For the claim(s) identified herein, identify which claims proceeded to mediation, settlement meetings or similar dispute resolution proceedings, and describe the outcome of the mediation or other proceeding.

Information regarding any of the above may, at the sole discretion of the Superintendent be deemed to indicate an unsatisfactory record of performance.

- F. Capacity and Methodology** - Describe how the Firm will provide Division of the State Architect (DSA) Inspector of Record (IOR) services and fulfill the requirements and expectations of the Superintendent and this RFP. Use this section to address the ability of your

Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. . Provide an organizational chart containing the names of all key positions with titles and their specific tasks assignment for this Project.

- G. **Fee Schedule** – Provide a detailed list of all-inclusive hourly billing rates for each proposed work classification identified below and any others that may become necessary due to additional services. Hourly rates must include all costs, travel, overhead, insurance, and profit.

When providing costs, please provide a detailed list of hourly rates for each staff category, including overtime, weekend rates, project coordination and management, report preparation for DSA-291, reimbursable costs, minimum call out charge, etc., and any other costs related to the services identified in this RFP. Identify any constraints or assumptions that affect fees. Firm's fee proposal will be negotiated and established on a time and material basis with a not to exceed amount, supported by an agreed schedule of rates and mark-ups.

Firm may choose to provide an itemized fee schedule for extra or additional services that are not within the Scope of Work identified in this RFP on a separate sheet.

DSA- Certified Inspector of Record (IOR) Services - Submit a fee schedule by proposed personnel including names, titles, fully burdened hourly rates, and DSA class. Please be thorough and specific, as this will form the basis for negotiation of any Contract with Superintendent. The fee schedule must include the following:

- DSA Certified Class 1 Inspector – Hourly Rate/Straight Time (M-F up to 10 hours per day) - Weekend hourly rate fees
- DSA Certified Class 2 Inspector – Hourly Rate/Straight Time (M-F up to 10 hours per day) - Weekend hourly rate fees (*This classification may be used for other Superintendent Projects*)
- As an option, the Firm may include a monthly fixed fee rate for IOR services during the main construction schedule.

Please identify any constraints or assumptions that affect fees. Services that are not specifically included in RFP may be included in the proposal.

- H. **Schedule** - Discuss Firm's ability to meet construction schedules for projects with a very tight timetable, Firm's schedule management procedures, and how Firm has successfully handled potential and actual delays and field changes.
- I. **Current Work Commitments** – Specify the projected workload of Firm and describe if any, future commitment may impact Respondent's ability to complete the services as requirement herein.

- J. **Additional Information** – Respondents are encouraged to provide any additional information or description of resources that the Respondent feels is pertinent to their qualifications and will assist Superintendent in evaluating the Respondent’s ability to successfully complete the work.
- K. **W-9** – Include a completed W-9 form with your response.

14. Evaluation and Selection Process

The Superintendent’s Evaluation Committee will consist of at least four (4) members who will evaluate and score each proposal based on the evaluation categories and points set forth in this RFP. Each Firm’s proposal will be evaluated and scored on the information that is included in the Firm’s proposal submitted, together with other information available to the Superintendent from any other sources. If any information is missing or incomplete in the Firm’s proposal, the Firm will not be provided the opportunity to supply the missing or incomplete information, nor will the Superintendent seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal. Each proposal will be reviewed independently on its own merits. The selection of one or more firms will be solely at the discretion of the Superintendent. The Superintendent is not obligated to explain any deficiencies in a proposal, nor to accept requests for justification from Firms not selected. The Superintendent reserves the right to accept or reject any or all proposals, to select one or more qualified firms after receipt of proposals with or without interviews and to negotiate with any or more than one of the qualified firms without interviews should it deem that such an approach is in the best interest of the Superintendent. This RFP will be awarded to the most responsive, responsible respondent to the RFP that Superintendent deems is in its best interest. Each proposal will be evaluated on the following categories and the maximum number of points for each category as shown in the table below. There are 100 possible points.

Description	Points
Overall qualification and directly related work experience with County Office of Education school, and K-12 schools	20
Personnel Credentials	20
Current commitments and capacity and ability to handle multiple projects	10
Quality of client references and past performance	15
Knowledge of applicable state and federal laws, regulations, and applicable government requirement for K-12 schools	10
Proposed Fees	25

Maximum Total Score: 100 Points

15. Confidential Information

All information and documentation submitted as part of this RFP which has not been clearly designated as proprietary or confidential information shall become the property of the

Superintendent and may only be returned at the Superintendent's option and at the submitting firm's expense. All information and documentation submitted to the Superintendent excluding financial and proprietary information clearly identified in the proposal, shall become public documents subject to the California Public Records Act, and made available to the public upon request.

It is understood that Proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the firm's competitive position, or that would constitute a trade secret as defined in Civil Code section 3426.1(d). To protect this data from disclosure, the firm should specifically identify the pages of the Proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

NOTICE

The data on pages _____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets, disclosure of which would cause substantial injury to the firm's competitive position. The firm requests that such data be used only for the evaluation of its qualifications but understands that disclosure will be limited to the extent that Superintendent determines is proper under federal, state, and local law. The Superintendent assumes no responsibility for disclosure of use of unmarked data. In the event properly marked data are legally requested, the firm will be advised of the request and may expeditiously submit to the Superintendent a detailed statement indicating the reasons it has for believing that the information will be used by the Superintendent in making its determination as to whether or not disclosure is proper under federal, state, and local law. Superintendent will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all costs incurred by the Superintendent including attorney's fees awarded by the court if proposer requests Superintendent to resist disclosure of material provided to the Superintendent by Proposer, provided the Superintendent determines that said materials are exempt under federal, state, or local law.

16. Indemnification

The Respondent, at its own expense and without exception, shall indemnify, defend, hold harmless and the Orange County Superintendent of Schools, the Orange County Board of Education and their officers, agents and employees from and against any and all actions, suits, or other proceedings as may arise as a result of performing the work hereunder, except to the extent such actions, suits or other proceedings as arise as a result of the negligence or willful misconduct of the Superintendent, their officers, agents, and employees.

17. Insurance

The awarded firm shall provide Superintendent with a certificate of insurance within ten (10) days of notice of contract award. Firm shall at all times during the term of the Agreement maintain on

file with the Superintendent a certificate of insurance, showing that its insurance policies are in effect in the required amounts identified below:

Commercial General Liability – \$2,000,000.00 per occurrence, combined single limit for bodily injury, personal injury, and property damage, including contractual liability, and products completed operations coverage;

Automobile Liability – \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage, for owned, non-owned and hired vehicles;

Professional Liability – Errors and Omissions – \$1,000,000.00 per occurrence combined single limit with a \$2,000,000.00 aggregate;

Workers' Compensation – As required by the State of California – Part A - Statutory requirements, Part B Employers' Liability: \$1,000,000.00 per injury and \$1,000,000 aggregate.

For all insurance coverages provided by Proposer, the following terms apply:

- a. Any deductibles or self-insured retentions shall be declared in writing to the Superintendent; approval is required for any amounts over \$25,000.00.
- b. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the Superintendent, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- c. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- d. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Defend, indemnify, save, and hold harmless the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees against liability arising out to the activities performed by or on behalf of Proposer, products and completed operations of the Respondent, premises owned, occupied, or used by Respondent, or automobiles owned, leased, hired or borrowed by the Respondent.
 2. Name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees as an additional insurance under its insurance policies and provide Superintendent with a copy of the certificate of insurance and the additional named insured endorsement prior to performing any services. Respondent shall not cancel or change the coverage provided by the policies of insurance without first giving Superintendent at least thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, Respondent agrees

to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.

3. For any claims related to the services under the Agreement, the Respondent's insurance coverage shall be primary insurance as respects to the Superintendent, the Orange County Board of Education, and its officers, agents, and employees. Any insurance or self-insurance maintained by Superintendent shall be excess of the Respondent's insurance and noncontributory.
4. All insurance required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice to Superintendent. Proposer agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.

18. Independent Contractor

While performing the services, the Respondent's staff is an independent contractor and not an employee of the Superintendent.

19. Compliance with Laws

The Respondent agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the projects as specified herein.

20. Conflict of Interest

The Respondent agrees that is presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Respondent further agrees that no person have any such known interest or conveyed interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

21. Waiver or Breach

No term or provision of this RFP shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent

22. Joint Ventures

Where two or more Firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The Superintendent

intends to contract with a single Firm and not with multiple Firms doing business as a joint venture.

23. Respondent's Power of Authority

The Firm warrants that it has full power and authority to grant the rights herein granted and will hold the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees, harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Firm declares that it will not enter into any arrangement with any third party, which might abridge any rights of Superintendent under this Agreement.

24. Fingerprinting

Pursuant to provisions of Education Code section 45125.1, the Superintendent has a zero-tolerance policy for all Firms having any contacts with students without clearance from the State Department of Justice. All assigned personnel shall comply with the fingerprinting clearance law prior to providing services at the school sites.

25. Non-Collusion Declaration

In accordance with the provisions of Section 1706 of the Public Contracts Code, each proposal must be accompanied by a noncollusion declaration. The form of such declaration is included as part of the RFP documents. Each Respondent must execute the attached declaration and submit it with his/her sealed proposal.

26. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Superintendent and shall be considered a part of public records and subject to disclosure under the California Public Records Act, unless exempted by law. In addition, Superintendent reserves the right to use any or all ideas presented as part of the firm's proposal without additional compensation to the selected Firm. Selected firm agrees not to assert any rights or to establish any claim under the design patent or copyright laws. Selection or rejection of the proposal does not affect this right.

27. Equal Opportunity

A statement that the Proposer is an equal opportunity employer and will certify compliance with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.

28. Non-Appropriation of Funds

Any contract resulting from this RFP is subject to appropriation of funds by the Superintendent for each fiscal year of services listed herein.

29. Tobacco and Drug-Free Workplace Policy

The Superintendent and all Superintendent projects are “tobacco” and “drug free” workplaces and, as such, require that all persons on Superintendent property be subject to the requirements mandated by California Government Code section 8350, et seq. when on project site. The successful Firm shall agree to enforce a tobacco-free and drug-free worksite.

30. Non-Discrimination

It is the policy of the Superintendent that In connection with all work performed under this RFP there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Firm agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

31. Drug-Free Workplace Certification

Pursuant to Government Code Sections 8350, et seq., the successful Firm will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Firm will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

32. Term of Agreement

If a Firm is selected to provide services, they will be required to execute the Orange County Superintendent’s standard agreement. The initial term of the Agreement shall be for one (1) year with an option to renew for an additional one-year period. As part of the criteria for the renewal process, the successful firm will be evaluated annually in order to strengthen and maintain a positive client-contractor relationship.

33. Contract Negotiations

The Superintendent may negotiate a contract with the firm best qualified for the services, as determined by the Superintendent to be in the best interest of the Superintendent, at compensation that the Superintendent determines is fair and reasonable. Should the Superintendent be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Superintendent deems reasonable, negotiations with those firms may be formally terminated. The Superintendent may undertake negotiations with other firms most qualified for the services. The Superintendent reserves the right to select one or more individuals or firms to perform the work identified within this RFP.

34. Precedence of Documents

The contract between the Superintendent and the successful Firm shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the Contract included herein to be executed with the successful Firm; and (3) the proposal submitted by the Firm to the Superintendent in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern. However, the Superintendent reserves the right to clarify any contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Firm's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

35. Compliance with Laws

In connection with the furnishing of services or performance of work under this RFP, the Firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act and all other applicable federal and state laws, regulations, executive orders, to the extent that the same may be applicable.

36. Disputes

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

37. Prevailing Wages

Respondents are required to pay prevailing wages to all workers employed on a public works project with the public works project is over \$15,000. The Project work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Respondents are hereby notified that the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Project work under the contract which will be awarded to the successful firm. Questions concerning predetermined wage rates should be directed to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.html> or to the following:

Department of Industrial Relations Division
of Labor Statistics and Research Prevailing
Wages Unit
P.O. Box 420603
San Francisco, California 94142
Phone: 415-703-4474

Respondents are further notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirement can be found at <https://www.dir.ca.gov/dlse/cmucmu.html>.

38. Covenant Against Gratuities

The Respondent warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Respondent or any agent or representative of the Firm, to any officer or employee or consultant of the Superintendent with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the contract. For breach or violation of this provision, the Superintendent shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damages sustained by the Superintendent in procuring on the open market any items which the Firm agreed to supply shall be borne and paid for by the Respondent. The rights and remedies of the Superintendent provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

39. Addendums

The Superintendent reserves the right to amend this RFP at any time. Each amendment will be in the form of a written addendum posted to Superintendent's website. Each Respondent must in its proposal acknowledge receipt of, and respond as appropriate to, each addendum. The Superintendent may deem any proposal that fails to acknowledge and respond to any such addendum to be non-responsive and may reject that proposal.

40. Governing Law

This RFP shall be governed by the laws of the State of California with venue in Orange County.

41. PROPOSAL CONTENT: A complete proposal shall include completion of all of the following documents (organized in listed order):

- A. Six (6) copies of the completed proposal
- B. Fee Schedule
- C. Non-Collusion Declaration Form
- D. Workers' Compensation Certification
- E. Drug-Free Workplace Certification
- F. Equal Opportunity Certification

To be an acceptable proposal, all of the above documents must be included in the submittal.

NONCOLLUSION DECLARATION

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation, and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Title

Equal Opportunity Certification

Firm Information:

Name of Firm: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Number of Employees: _____

This firm is:

_____ Independently Owned and Operated

_____ An Affiliate of: _____

_____ A Subsidiary of: _____

_____ A Division of: _____ Parent

Company Name: _____ Parent

Company Address: _____

Certification:

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Only legal residents of the United States of America will be used in providing DSA Inspection services and Material Testing services for this Project.

Further it is agreed that the following paragraph will be included with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Project:

Firm shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Firm or its agents, employees or representatives, the Superintendent shall have the right to rescind and terminate the Contract.

Signature: _____

Title: _____

Date: _____

**AGREEMENT FOR
INSPECTOR OF RECORD (IOR) SERVICES
BY AND BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOL AND**

_____ **FIRM NAME**

This AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the Orange County Superintendent of Schools, ("SUPERINTENDENT"), 200 Kalmus Drive, Costa Mesa, California 92626 and _____ ("INSPECTOR"). The SUPERINTENDENT and the INSPECTOR are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES." The INSPECTOR and the SUPERINTENDENT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the SUPERINTENDENT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR's Proposal which is attached hereto and incorporated herein as EXHIBIT "A" (the "INSPECTOR's PROPOSAL"). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR's Proposal.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the SUPERINTENDENT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 17309, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the SUPERINTENDENT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);

- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);
- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the SUPERINTENDENT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the SUPERINTENDENT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports

- prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year;
or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01, and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall

consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the SUPERINTENDENT, Project Architect/Engineer, or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA

291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;

- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA

292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The INSPECTOR shall also provide the SUPERINTENDENT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

- (ii) The INSPECTOR shall meet with the Project Architect/Engineer, SUPERINTENDENT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.
- (iii) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.
- (iv) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.
- (v) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports, and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.
- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(g) Inspector's Daily Report to Superintendent. The INSPECTOR shall keep the SUPERINTENDENT thoroughly informed as to the progress of the work by submitting daily reports in writing to the SUPERINTENDENT. Such reports shall include, but not be limited to, the following information:

- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
- (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
- (iii) Weather conditions. Equipment and materials delivered to the site.
- (iv) Construction equipment and vehicles utilized and duration on PROJECT.
- (v) Nature and location of the work being performed (starting and completion dates for various portions of the work).
- (vi) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
- (vii) Inspection by representatives of regulatory agencies.
- (viii) Occurrences or conditions that might affect Contract Sum or Contract Time.
- (ix) Visitors to the site, titles, and employers of visitors, and reasons for visit.
- (x) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the SUPERINTENDENT.
- (xi) Any work or material in place that does not correspond with the codes, drawings, or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- (xii) Times of day INSPECTOR was present on site.

(h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:

- (i) When work is started on the PROJECT.

(ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.

(iii) At least 48 hours in advance of the first pour of concrete.

(iv) When work is suspended for a period of more than two weeks.

(i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

(i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

(ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

(iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations. All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the SUPERINTENDENT. At the end of each individual PROJECT, the INSPECTOR shall provide to the SUPERINTENDENT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the SUPERINTENDENT immediately upon written demand by the SUPERINTENDENT.

(j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

(k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to SUPERINTENDENT which will protect the INSPECTOR and SUPERINTENDENT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
 - a. Owned, non-owned and hired vehicles at cash value;
 - b. Blanket contractual;
 - c. Broad form property damage;
 - d. Products/completed operations; and
 - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- (4) Each policy of insurance required in Section D(2) above shall name SUPERINTENDENT, the Orange County Board of Education and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by SUPERINTENDENT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to

SUPERINTENDENT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify SUPERINTENDENT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to SUPERINTENDENT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, SUPERINTENDENT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse SUPERINTENDENT upon demand for the cost thereof.

(E) The SUPERINTENDENT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A." This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of _____ (\$), inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the SUPERINTENDENT. The INSPECTOR shall devote each working day to the inspection of ___(hereinafter referred to as the "PROJECT(S)."

(G) Termination. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the INSPECTOR; or if the SUPERINTENDENT should decide to abandon or indefinitely postpone the PROJECT.

(1) In the event of a termination based upon abandonment or postponement by SUPERINTENDENT, the SUPERINTENDENT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the SUPERINTENDENT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.

(2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had

been affected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by INSPECTOR.

- (3) This AGREEMENT may be terminated without cause by SUPERINTENDENT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the SUPERINTENDENT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the SUPERINTENDENT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the SUPERINTENDENT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the SUPERINTENDENT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE SUPERINTENDENT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the SUPERINTENDENT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the SUPERINTENDENT, its officers, employees, agents or independent consultants who are directly employed by the SUPERINTENDENT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the SUPERINTENDENT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off SUPERINTENDENT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the SUPERINTENDENT.
- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees, or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the SUPERINTENDENT, its officers, agents, or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the SUPERINTENDENT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE SUPERINTENDENT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE SUPERINTENDENT AND THE INSPECTOR.

(l) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees, or agents of the SUPERINTENDENT,

and are not entitled to benefits of any kind or nature normally provided employees of the SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the SUPERINTENDENT from any claims, damages or any liability arising from or related to SUPERINTENDENT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the SUPERINTENDENT or the INSPECTOR.

(K) The SUPERINTENDENT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California with venue in Orange County. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement, or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the SUPERINTENDENT and INSPECTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the SUPERINTENDENT and the INSPECTOR.

(M) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE SUPERINTENDENT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE SUPERINTENDENT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(N) Time is of the essence with respect to all provisions of this AGREEMENT.

(O) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities

with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(P) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(Q) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(R) This AGREEMENT is not a valid or enforceable obligation against the SUPERINTENDENT until approved or ratified by motion of the Governing Board of the Superintendent duly passed and adopted.

(S) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the SUPERINTENDENT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the SUPERINTENDENT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the SUPERINTENDENT. Such consent may be given or withheld in the SUPERINTENDENT's absolute discretion.

(T) Administration. The INSPECTOR shall produce or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the SUPERINTENDENT and for the INSPECTOR's routine correspondence with the SUPERINTENDENT. These clerical services shall be provided at no additional expense to the SUPERINTENDENT.

(U) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:

Print Name

By: _____
Authorized Signature

Date

SUPERINTENDENT:

Print Name

By: _____
Authorized Signature

Date

Attachment A – Proposal
Attachment B – Price Schedule
Attachment C – DSA 103