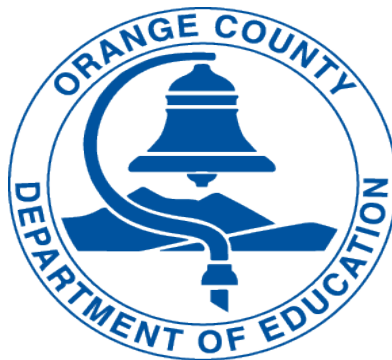


ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

Request for Proposal (RFP)

Number 25-11

**GEOTECHNICAL SOIL INSPECTION SERVICES AND MATERIALS
TESTING SERVICES- RANCHO SONADO EDUCATION CENTER
FIRE RESTORATION PROJECT - DSA #04-124609**



PROPOSAL DUE DATE

Friday, June 12, 2026 at 11:00:00 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: 25-11
GEOTECHNICAL SOIL INSPECTION SERVICES AND MATERIAL TESTING 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 Geotechnical Soil Inspection Services and Materials Testing 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 **11:00:00 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 Geotechnical Inspection Services and Materials Testing 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.

Superintendent will accept individual or combined proposals from Firms for the Geotechnical Soil Inspection Services and Material Testing Services.

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 – Geotechnical Soil Inspection Services

Geotechnical Soil Inspection Services will be scheduled and coordinated by the Project IOR, Contractor, or Superintendent’s Representative on an as-needed basis. Specific services are also defined in the Sample Contract included in this RFP, but the firm shall provide all necessary labor, equipment, devices, and services to perform geotechnical soils inspections and testing, which include without limitation the following tasks:

1. Site observation during construction representing the Project’s geotechnical engineer, including but not limited to all soils inspections required by DSA as noted in form DSA-103.
2. Written daily reporting of on-site activities.
3. Field technician services for site observations of soil placement and compaction operations.
4. Testing and Inspection for maximum density values that may be required.
5. Preparation and submittal of the laboratory Interim and Final Verified Reports (DSA 291,) which shall be uploaded to the DSA box.
6. Attendance at pre-construction meetings, and as-needed field meetings.

6. Project Scope of Work – Material Testing Services

Material Testing Services will be scheduled and coordinated by the Project IOR, Contractor, or Superintendent’s Representative on an as-needed basis. Specific services are also defined in the Sample Contract included in this RFP, but the firm shall provide all necessary labor, equipment, devices, and services to perform material testing services, which include without limitation the following tasks

1. Perform services in general accordance with Title 24 of the California Code of Regulations Title 24.
2. Project coordination, technical support, and management, including review of the Project plans and specifications, distribution of test reports, and work scheduling.
3. Regular distribution of tests and Division of the State Architect (DSA) interim and final verified reports in accordance with DSA guidelines, 2013 California Administrative Code and DSA Construction Oversight Process (PR 13-01) requirements. Test data sheets and reports will be uploaded to the DSA box.
4. Field technician services for sampling and testing of concrete, including checking slump, temperature, and casting a set of cylinders for each batch.
5. Field technician services for concrete batch plant inspection at the production plant including check batch weights and signing each delivery ticket.
6. Field technician services for sampling, tagging, and testing of construction materials,

- such as reinforcing steel.
- 7. Preparation of progress reports, concrete test data sheets, and field memoranda to document the items inspected.
- 8. Welding and bolting inspection services in the field and at the fabrication plant in accordance with the project specifications.
- 9. Laboratory testing, including bend and tensile testing on rebar and compressive strength testing of concrete sampled in the field.
- 10. Preparation and submittal of the Laboratory Final Verified Reports (DSA- 291).
- 11. Verify all embeds when pouring footings.
- 12. Attendance at pre-construction meetings, and as-needed field meetings.
- 13. Scope of work as indicated in the DSA 103 form.

7. 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 11:00:00 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.	

8. 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.

9. Request for Proposal (RFP) Deadline

Proposals are due in the Purchasing Department on or before **June 12, 2026 at 11:00:00 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.

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 according to the proposals, which in the Superintendent opinion will best serve the needs of the Superintendent.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 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 firms relevant expertise and qualifications for providing the Geotechnical Soil Inspection Services and/or Material Testing Services required in this RFP for new construction projects. Firm must also include a statement indicating that if selected for the Project they will complete a DSA Change of Geotechnical Engineer of Record on the Project, utilizing the provided soils report prepared by others.
- e. 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.
- f. 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.
- g. California Business License Number, if applicable.
- h. DSA approved LEA number.
- i. Respondent's letter must also contain the following statement:

"We have read the Superintendent's Request for Proposals (RFP) Number 25-11 for Geotechnical Soil Inspection Services and Material Testing 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 firm's 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. (Please limit one-page per person). Provide resumes for staff 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.

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 Geotechnical Soil Inspection Services and/or Material Testing 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** – Please provide a separate detailed price proposal for each service Firm is submitting a proposal. Fees must be based on an 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.

Geotechnical Soil Testing and Inspection Services shall include current hourly rates that include but are not limited to the following staff. Services are subject to prevailing wage requirements.

- Geotechnical – Principal
- Geotechnical – Field Engineer (site observer)
- Overtime and Weekend Rates for the above
- Clerical staff
- Provide an itemized unit price fee schedule for all services identified on the DSA approved 103 Forms, for each increment of work.
- Firm shall include an overall Geotechnical Soil Testing and Inspection Services budget identifying all items listed on the DSA approved 103 forms for each increment of work, and with assumed quantities (or hours) needed based on review of the approved plans and specs within the context of the seventeen (17) month overall construction schedule.

Material Testing and Inspection Services shall include current hourly rates that include but are not limited to the following staff. Services are subject to prevailing wage

- requirements.
- Testing and Inspection Principal
- Concrete deputy inspector
- Masonry deputy inspector
- Steel/welding deputy inspector
- Overtime and Weekend Rates for the above
- Clerical staff
- Laboratory Analysis Fee Unit Prices
- Project Coordination and Management
- Report preparation for the DSA-291
- Provide an itemized unit price fee schedule for all services identified on the DSA approved 103 Forms, for each increment of work.
- Firm shall include an overall Materials Testing and Inspection Services budget identifying all items listed on the DSA approved 103 forms for each increment of work, and with assumed quantities (or hours) needed based on review of the approved plans and specs within the context of the seventeen (17) month overall 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.

15. 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

16. 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.

17. 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.

18. 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.

19. Independent Contractor

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

20. 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.

21. 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.

22. 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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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/cmu/cmu.html>.

39. 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.

40. 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.

41. Governing Law

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

42. 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 GEOTECHNICAL SOIL INSPECTION
SERVICES**

THIS AGREEMENT, is entered into this _____ day of _____, by and between the ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, herein called "SUPERINTENDENT," 200 Kalmus Drive, Costa Mesa, California 92626, and _____, herein called "CONSULTANT." SUPERINTENDENT and CONSULTANT shall be referred to as the Parties.

WHEREAS, the SUPERINTENDENT has a need for geotechnical soil inspection and related services and consultation with respect to the work described in Request for Proposals Number 25-11 and CONSULTANT's proposal in response to Request for Proposals Number 25-11, both are incorporated herein by this reference.

WHEREAS, CONSULTANT warrants that it is fully licensed and qualified to perform such geotechnical investigation and related services, and specially trained, experienced, an expert and competent to perform such services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

- 1. Complete Contract.** The complete contract includes Superintendent's Request for Proposals (RFP) Number: 25-11, including the Public Notice, Construction Drawings, Specifications, Equal Opportunity Certification, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, this Agreement, and all modifications, addenda, and amendments thereto, by this reference incorporated herein. The RFP documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- 2. Scope of Work.** CONSULTANT shall commence providing any particular services only upon receipt from the SUPERINTENDENT of a Project Authorization Letter for those services in accordance with this Agreement, SUPERINTENDENT's Request for Proposals Number 25-11 and CONSULTANT's Proposal submitted to SUPERINTENDENT in response to SUPERINTENDENT's Request for Proposals Number TBD all of which are incorporated herein by this reference. In the absence of an applicable Project Authorization Letter, CONSULTANT shall not undertake any work or services ostensibly pursuant to this Agreement and the SUPERINTENDENT shall have no obligation to compensate the CONSULTANT for any such work or services. Project Authorization Letters shall be deemed and construed as authorizing the work to be performed pursuant to this Agreement and not as modifying or amending this Agreement. In the event of any conflict between the provisions of this Agreement and any Project Authorization Letter, the Agreement shall control with respect to terms and conditions for provision of the services and the Project Authorization Letter shall control with respect to the scope, type and manner of services, compensation for services, and similar matters set forth in the Project Authorization Letter.

The SUPERINTENDENT intends to issue Project Authorization Letters for various projects located throughout the SUPERINTENDENT on an as-needed basis. Such work may include Geotechnical engineering – including subsurface exploration, fault hazard assessment, laboratory testing, geotechnical engineering evaluation, structure seismic loading geotechnical report preparation.

All work shall be performed to the degree of skill and care ordinarily exercised under similar conditions by reputable members of CONSULTANT's profession practicing in the same or similar locality at the time of performance. CONSULTANT shall, at its own cost and expense, provide all the services, equipment, and materials necessary to complete the work described in a Project Authorization Letter. Nothing in this paragraph shall require SUPERINTENDENT to use CONSULTANT for any services and SUPERINTENDENT may use other consultants for any such work.

CONSULTANT shall:

- Contract or employ at CONSULTANT's expense, Sub Consultants or personnel to the extent deemed necessary for the work authorized by a Project Authorization Letter. SUPERINTENDENT reserves the right to reject the use of any Sub Consultant.
- Consult, as necessary, with normal and customary employees, agencies, and/or representatives of the SUPERINTENDENT regarding the work of each Project Authorization Letter.
- Attend meetings with the SUPERINTENDENT, other professionals employed by the Superintendent and local and regional agencies, as needed, and directed by the SUPERINTENDENT to perform the work.
- Cooperate with other professionals employed by the SUPERINTENDENT for other work related to the Project Authorization Letter.
- Abide by all regulations imposed by funding sources, such as auditing requirements and payoff affidavits.
- Be responsible for the professional quality, technical accuracy and the coordination of CONSULTANT's entire work product and provide a professional level of review of all deliverables to assure quality and professional accuracy of all documents furnished by CONSULTANT. CONSULTANT shall, without additional compensation, correct or revise any errors in its documents or other services.
- CONSULTANT shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. CONSULTANT shall be responsible for filing the Notice of Intent and for obtaining the Permit. CONSULTANT shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan

("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be CONSULTANT's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Consultant shall comply with all requirements of the State Water Resources Control Board. CONSULTANT shall include all costs of compliance with specified requirements in the Contract amount.

- CONSULTANT shall be responsible for procuring, implementing, and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. CONSULTANT shall provide copies of all reports and monitoring information to the Superintendent Representative.
- CONSULTANT shall comply with the lawful requirements of any applicable municipality, the SUPERINTENDENT, drainage Superintendent, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the CONSULTANT, by submitting a task order proposal, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its task order proposal accordingly, and assumes any and all risks and liabilities arising therefrom.
- Failure to comply with the Permit is in violation of federal and state law. CONSULTANT hereby agrees to indemnify and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which SUPERINTENDENT, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Superintendent, its officials, officers, agents, employees or authorized volunteers. SUPERINTENDENT may seek damages from CONSULTANT for delay in completing the Contract in accordance with the Contract Documents, caused by CONSULTANT's failure to comply with the Permit.
- CONSULTANT shall comply with the lawful requirements of the SUPERINTENDENT, the State of California, and all applicable municipalities and local agencies regarding discharges to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Each Project Authorization letter will identify the campus and project name(s), the project specific scope of services and the required deliverables.

CONSULTANT shall submit an estimated cost breakdown based upon the project specific scope which shall include all necessary hours to perform the project specific scope of services, all estimated hours for labor and the corresponding hourly rate, along with any other estimated costs for services including, but not limited to, any Sub Consultants, research, travel time or other expenses for which CONSULTANT seeks reimbursement.

The SUPERINTENDENT will review CONSULTANT's cost estimate and negotiate, as needed. A Project Authorization letter may issue authorizing the start of work if the estimated cost is reasonable.

Each Project Authorization Letter shall incorporate CONSULTANT's budget for the assigned task. On a regular basis, but not less than weekly, the CONSULTANT shall report to the SUPERINTENDENT's Project Manager on the status of the assigned work including, but not limited to, the percentage of the work performed under the Project Authorization Letter, the percentage of the budget consumed, to date, (whether or not billed or paid) and the percentage of the budget remaining, for each line item set out in the task order, and the schedule of tasks contemplated for the following week. Notification by e-mail will be acceptable, provided that all of the required information is included. No invoices will be paid if the required reports are not timely filed. Filing of the reports does otherwise require the Superintendent to pay for the services described in the reports.

3. **Time for Completion of Work.** No work shall be commenced prior to CONSULTANT's receipt of the SUPERINTENDENT's Project Authorization Letter. All work shall be completed no later than the date agreed upon by the parties for each matter or project, provided, however, that extensions of time may be granted in writing by the SUPERINTENDENT, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the SUPERINTENDENT to be good and sufficient cause for such extensions.
4. **Term.** The term of this Agreement shall be from _____, 2026 through _____, 202_. This Agreement may be renewed, at the option of the SUPERINTENDENT, for up to one (1) additional one (1) year term.
5. **Payment for Services.**
 - a. **Compensation- Fees.** The SUPERINTENDENT agrees to pay the CONSULTANT in accordance with the fee, rate, and/or price schedule information as set for in Exhibit A, inclusive of reimbursable expenses, for performing the basis services required by this Agreement subject to the limitations set for herein this Section. In no event shall the CONSULTANT's compensation exceed \$_____ Dollars (\$_____) for performing all the basic services detailed in this Agreement. CONSULTANT shall invoice costs monthly for the services provided pursuant to this Agreement from the time the CONSULTANT begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. CONSULTANT's compensation will be primarily based upon fixed fees negotiated inclusive of reimbursable expenses necessary to complete the project scope of work. The SUPERINTENDENT may, at its discretion, negotiate either hourly rates or fixed fee rates for the described services. Rates may be based on actual services performed at the rates set forth for each task in the Exhibit A or in an amount otherwise agreed to by the SUPERINTENDENT in a Project Authorization Letter. In no event will compensation during the initial term of the contract exceed \$_____.
 - c. **Reports and Billing Invoices.** CONSULTANT shall submit to the SUPERINTENDENT on a task completion basis, a detailed statement of services performed, and work accomplished during that

preceding period, including the number of hours of work performed and the personnel involved. For the purpose of timely processing of invoices, the CONSULTANT's invoices are not regarded as received until the applicable deliverable is submitted. Any anticipated problems in performing any future work shall be noted in the billing invoice transmittal letter. The CONSULTANT shall also promptly notify the SUPERINTENDENT of any perceived need for a change in the scope of work or services.

6. Accounting Records.

- a. CONSULTANT shall maintain accounting records in accordance with generally accepted accounting principles. The Consultant shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The CONSULTANT shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal, and payroll journal.
- b. CONSULTANT shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs but shall be directly traceable to contract billings to the Superintendent. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the CONSULTANT's cost accounting records.
- c. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. CONSULTANT shall safeguard the accounting records and supporting documentation.
- d. CONSULTANT shall make accounting records and supporting documentation available on demand to the SUPERINTENDENT and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the SUPERINTENDENT. The Superintendent may require having the CONSULTANT's accounting records audited, at Consultant's expense, by an accountant licensed by the State of California.

7. Changes in Scope of Service. No change in the character or extent of the work to be performed by CONSULTANT shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by SUPERINTENDENT to CONSULTANT, if any.

8. Non-Assignment of Agreement. Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of SUPERINTENDENT and any such assignment, transfer, delegation, or sublease without the Superintendent's prior written consent shall be considered null and void.

9. Insurance. CONSULTANT shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VI and are admitted insurance companies in the State of California, or (2) insurers of equivalent

documented quality.

- a. Professional Liability Insurance: CONSULTANT shall maintain in full force and effect during the entire term of this Agreement, professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000.00 per claim to cover all services rendered by CONSULTANT pursuant to this Agreement.
- b. If coverage is on Claims Made basis, CONSULTANT promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder.
- c. Commercial General Liability (CGL): CONSULTANT shall maintain in full force and effect, for the period covered by this Agreement, \$1,000,000 per occurrence including the following coverages:
 - i) Commercial General Liability covering the following
 - (1) Personal Injury and Bodily Injury, including death resulting therefrom.
 - (2) Property Damage.
- d. Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the amount of \$1,000,000.00 per occurrence combined single limit

The following endorsements must be provided in the CGL policy:

- 1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
 - 2. The policy must cover personal injury as well as bodily injury.
 - 3. Blanket contractual liability must be afforded, and the policy must contain a cross liability or severability of interest endorsement.
 - 4. Broad Form Property Damage Liability must be afforded.
 - 5. Products and Completed Operations coverage must be provided.
 - 6. The Orange County Superintendent of Schools, the Orange County Board of Education and its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the Superintendent, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require Consultant's insurance to indemnify Superintendent in contravention of Insurance Code 11580.04.
- e. Workers' Compensation Insurance: In accordance with the provision of Labor Code Section 3700, Consultant, if Consultant has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing the performance of the work of this Agreement.

- f. The following requirements apply to all insurance to be provided by Consultant:
- i) A certificate of insurance shall be furnished to Superintendent prior to commencement of work. Upon request by the Superintendent, Consultant shall provide a certified copy of any insurance policy to the Superintendent within ten (10) working days.
 - ii) Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to Superintendent.
 - iii) Approval of the insurance shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operations pursuant to this Agreement.

10. Indemnification. Consultant shall indemnify Superintendent, the Orange County Board of Education, and its officer, agents and employees and shall hold Superintendent harmless, against and from any and all claims, demands, actions and other proceedings, damages, losses, costs, expenses (including, without limitation, reasonable attorney fees and expenses), and other liabilities of any nature attributable to the injury or death of any person(s) or the damage to any property arising out of or in any way connected with the negligent performance of this Agreement by Consultant or its officers, agents, employees or subConsultants. Consultant shall reimburse Superintendent for all damages, expenses and losses incurred by Superintendent as a consequence of any claim, demand, or cause of action that may be brought against Superintendent resulting from, arising out of, or in any way connected with the performance of this Agreement or of the services by Consultant or its officers, agents, employees or subConsultants, including disputes between Consultant and any of its subConsultants. The Consultant shall not be responsible pursuant to this Section to the extent of any contributing negligence or willful misconduct of the Superintendent or its officers, employees or subConsultants.

11. Insurance and Indemnification as Material Provisions. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to Consultant by the indemnification and insurance clauses.

12. CONSULTANT'S Endorsement on Reports, etc. Consultant shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.

13. Documents, Information and Materials Ownership. All documents, information, and materials of any and every type including intellectual property, prepared or produced by the Consultant pursuant to this Agreement shall be the property of the Superintendent. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing work under this Agreement, whether completed or in process. The Consultant shall assume no responsibility for the unintended use

by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

- 14. Termination of Agreement Without Cause.** Superintendent may terminate this Agreement at any time by giving the Consultant thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, Consultant shall be entitled to no further compensation or payment of any type from the Superintendent.
- 15. Termination of Agreement for Cause.** If Consultant fails to perform Consultant's duties to the satisfaction of the Superintendent, or if Consultant fails to fulfill in a timely and professional manner Consultant's obligations under this Agreement or if Consultant violates any of the terms or provisions of this Agreement, or if Consultant, Consultant's agents or employees fail to exercise good behavior, either during or outside of working hours, that is of such a nature as to bring discredit upon the Superintendent, then Superintendent shall have the right to terminate this Agreement effective immediately upon the Superintendent giving written notice thereof to the Consultant. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Consultant shall be paid for all work satisfactorily completed prior to the effective date of such termination. If Superintendent's termination of the Agreement for cause is defective for any reason, including but not limited to Superintendent's reliance on erroneous facts concerning Consultant's performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the Superintendent's written notice of termination for cause to the Consultant, and the Superintendent's maximum liability shall not exceed the amount payable to Consultant under paragraph 12 above.
- 16. Compliance with Laws.** Consultant shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement. Any required statutory provision is deemed incorporated by this reference.
- 17. Covenant Against Contingent Fees.** Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, SUPERINTENDENT shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 18. Disputes & Claims.**

 - a. Notice of Potential Claim. The Consultant shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Superintendent, or for the happening of any event,

thing, occurrence, or other cause, unless Consultant has provided the Superintendent with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Superintendent prior to the time that the Consultant shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Superintendent, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the Superintendent at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Consultant hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the Director of Public Works.

- b. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the Superintendent on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The Consultant shall not be entitled to any additional compensation unless Consultant has (1) provided the Superintendent with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.
- c. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the Superintendent, shall excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

19. Independent Contractor. It is expressly understood that in the performance of the services herein provided, Consultant shall be, and is, an independent contractor, and is not an agent or employee of Superintendent. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of the services rendered hereunder. Consultant shall be solely responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

20. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

21. Enforceability. If any term, covenant, condition, or provision of this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. Warranty. Consultant warrants that Consultant and each of the personnel employed or otherwise retained by Consultant for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

23. SubConsultants.

- a. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Superintendent.
- b. Any subcontract entered into by Consultant relating to this Agreement shall contain all the provisions contained in this Agreement.
- c. Any substitution of subConsultants must be approved in writing by the Superintendent in advance of assigning work to a substitute subConsultant.

24. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Orange County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

25. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to Superintendent at:

Patricia McCaughey
Executive Director, Business Operations
Orange County Superintendent of
Schools 200 Kalmus Drive
Costa Mesa, California 92626

to the CONSULTANT at:

26. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar

amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

- 27. Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which Superintendent requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of Superintendent.
- 28. Quality Control and Quality Assurance.** The Consultant shall provide a description of their Quality Control procedure. The process shall be implemented for all facets of work and a QC-QA statement and signature shall be placed on all submittals to the SUPERINTENDENT.

29. Fingerprinting Requirements. Consultant agrees to provide the Superintendent with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with Superintendent students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.

IN WITNESS THEREOF, SUPERINTENDENT and CONSULTANT have executed this Agreement on the day and year first hereinabove set forth.

CONSULTANT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Patricia McCaughey

Typed Name

Title

Title

Social Security or Taxpayer ID No.

95-60000943

Taxpayer I.D. No.

Date

Date

AGREEMENT FOR MATERIALS TESTING SERVICES

THIS AGREEMENT, is entered into this _____ day of _____, by and between the
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, herein called "SUPERINTENDENT,"
200 Kalmus Drive, Costa Mesa, California 92626 and
_____, herein called "CONSULTANT."
SUPERINTENDENT and CONSULTANT shall be referred to as the Parties.

WHEREAS, the SUPERINTENDENT has a need for construction materials testing and special inspections, all in accordance with California Code of Regulations - Title 24 Requirements, latest edition, and all other applicable standards, and related services and consultation with respect to the work described herein and Request for Proposals Number 25-11; and

WHEREAS, CONSULTANT warrants that it is fully licensed and qualified to perform such construction materials testing, special inspections, and related services, and specially trained, experienced, an expert and competent to perform such services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. **Complete Contract**. The complete contract includes SUPERINTENDENT's Request for Proposals (RFP) Number: 25-11, including the Public Notice, Construction Drawings, Specifications, Equal Opportunity Certification, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, this Agreement, and all modifications, addenda, and amendments thereto, by this reference incorporated herein. The RFP documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. **Scope of Work**. CONSULTANT shall commence providing any particular services only upon receipt from the SUPERINTENDENT of a Project Authorization Letter for those services performed in accordance with this Agreement SUPERINTENDENT's Request for Proposals Number 25-11 and CONSULTANT's Proposal submitted to SUPERINTENDENT in response to SUPERINTENDENT's Request for Proposals Number TBD all of which are incorporated herein by this reference. In the absence of an applicable Project Authorization Letter, CONSULTANT shall not undertake any work or services ostensibly pursuant to this Agreement and the SUPERINTENDENT shall have no obligation to compensate the CONSULTANT for any such work or services. Project Authorization Letters shall be deemed and construed as authorizing the work to be performed pursuant to this Agreement and not as modifying or amending this Agreement. In the event of any conflict between the provisions of this Agreement and any Project Authorization Letter, the Agreement shall control with respect to terms and conditions for provision of the services and the Project

Authorization Letter shall control with respect to the scope, type and manner of services, compensation for services, and similar matters set forth in the Project Authorization Letter.

The SUPERINTENDENT intends to issue Project Authorization Letters for various projects located throughout the SUPERINTENDENT on an as-needed basis. Such work may include, but might not be limited to, on-site sampling of construction materials, laboratory testing of concrete, masonry and soils, radiographic examination, testing of manufactured products, observation of construction methods, project documentation/ technical support and preparation of daily logs and final report. Inspections/testing may include the following:

- Cast in place concrete
- Reinforcing steel
- Structural steel
- Miscellaneous metal and prefabricated
- Metal stairs
- Drilled dowels and anchors
- Fireproofing
- Site work

All work shall be performed to the degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultants profession practicing in the same or similar locality at the time of performance. CONSULTANT shall, at its own cost and expense, provide all the services, equipment, and materials necessary to complete the work described in a Project Authorization Letter. Nothing in this paragraph shall require SUPERINTENDENT to use CONSULTANT for any services and Superintendent may use other consultants for any such work.

CONSULTANT shall:

- Contract or employ at CONSULTANT's expense, Sub Consultants or personnel to the extent deemed necessary for the work authorized by a Project Authorization Letter. SUPERINTENDENT reserves the right to reject the use of any Sub Consultant.
- Consult, as necessary, with normal and customary employees, agencies, and/or representatives of the SUPERINTENDENT regarding the work of each Project Authorization Letter.
- Attend meetings with the SUPERINTENDENT, other professionals employed by the Superintendent and local and regional agencies, as needed, and directed by the Superintendent to perform the work.
- Cooperate with other professionals employed by the SUPERINTENDENT for other work related to the Project Authorization Letter.
- Abide by all regulations imposed by funding sources, such as auditing requirements and payoff affidavits.
- Be responsible for the professional quality, technical accuracy and the coordination of Consultant's entire work product and provide a professional level of review of all

deliverables to assure quality and professional accuracy of all documents furnished by CONSULTANT. CONSULTANT shall, without additional compensation, correct or revise any errors in its documents or other services.

Each Project Authorization letter will identify the project name, the project specific scope of services and the required deliverables.

CONSULTANT shall submit an estimated cost breakdown based upon the project specific scope which shall include all necessary hours to perform the project specific scope of services, all estimated hours for labor and the corresponding hourly rate, along with any other estimated costs for services including, but not limited to, any Sub Consultants, research, travel time or other expenses for which Consultant seeks reimbursement.

The SUPERINTENDENT will review CONSULTANT's cost estimate and negotiate, as needed. A Project Authorization letter may issue authorizing the start of work if the estimated cost is reasonable.

Each Project Authorization Letter shall incorporate CONSULTANT's budget for the assigned task. On a regular basis, but not less than weekly, the CONSULTANT shall report to the SUPERINTENDENT's Project Manager on the status of the assigned work including, but not limited to, the percentage of the work performed under the Project Authorization Letter, the percentage of the budget consumed, to date, (whether or not billed or paid) and the percentage of the budget remaining, for each line item set out in the task order, and the schedule of tasks contemplated for the following week. Notification by e-mail will be acceptable, provided that all of the required information is included. No invoices will be paid if the required reports are not timely filed. Filing of the reports does otherwise require the Superintendent to pay for the services described in the reports.

3. **Time for Completion of Work.** No work shall be commenced prior to Consultant's receipt of the Superintendent's Project Authorization Letter. All work shall be completed no later than the date agreed upon by the parties for each matter or project, provided, however, that extensions of time may be granted in writing by the Superintendent, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the Superintendent to be good and sufficient cause for such extensions.
4. **Term.** The term of this Agreement shall be from _____, 2026 through _____, 202___. This Agreement may be renewed, at the option of the Superintendent, for up to one (1) additional one (1) year term.
5. **Payment for Services.**
 - a. **Compensation- Fees.** The Superintendent agrees to pay the Consultant in accordance with the fee, rate, and/or price schedule information as set for in Exhibit A, inclusive of reimbursable expenses, for performing the basis services required by this Agreement subject to the limitations set for herein this Section. In no event shall the Consultant's compensation exceed \$

Dollars (\$____) for performing all the basic services detailed in this Agreement. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

- b. Consultant's compensation will be primarily based upon fixed fees negotiated inclusive of reimbursable expenses necessary to complete the project scope of work. The Superintendent may, at its discretion, negotiate either hourly rates or fixed fee rates for the described services. Rates may be based on actual services performed at the rates set forth for each task in the Exhibit A or in an amount otherwise agreed to by the Superintendent in a Project Authorization Letter. In no event will compensation during the initial term of the contract exceed \$_____.
- c. **Reports and Billing Invoices.** Consultant shall submit to the Superintendent on a task completion basis, a detailed statement of services performed, and work accomplished during that preceding period, including the number of hours of work performed and the personnel involved. For the purpose of timely processing of invoices, the Consultant's invoices are not regarded as received until the applicable deliverable is submitted. Any anticipated problems in performing any future work shall be noted in the billing invoice transmittal letter. The Consultant shall also promptly notify the Superintendent of any perceived need for a change in the scope of work or services.

6. Accounting Records.

- a. Consultant shall maintain accounting records in accordance with generally accepted accounting principles. The Consultant shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The Consultant shall maintain acceptable books of

accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal, and payroll journal.
- b. Consultant shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs but shall be directly traceable to contract billings to the Superintendent. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Consultant's cost accounting records.
- c. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Consultant shall safeguard the accounting records and supporting documentation.
- d. Consultant shall make accounting records and supporting documentation available on demand to the Superintendent and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the Superintendent. The Superintendent may require having the Consultant's accounting records audited, at Consultant's expense, by

an accountant licensed by the State of California.

7. **Changes in Scope of Service.** No change in the character or extent of the work to be performed by CONSULTANT shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by Superintendent to Consultant, if any.
8. **Non-Assignment of Agreement.** Inasmuch as this Agreement is intended to secure the specialized services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of SUPERINTENDENT and any such assignment, transfer, delegation, or sublease without the Superintendent's prior written consent shall be considered null and void.
9. **Insurance.** Consultant shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VI and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality.
 - a. Professional Liability Insurance: Consultant shall maintain in full force and effect during the entire term of this Agreement, professional liability "errors and omissions" insurance with limits of liability of not less than \$1,000,000.00 per claim to cover all services rendered by CONSULTANT pursuant to this Agreement.
 - b. If coverage is on Claims Made basis, Consultant promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder.
 - c. Commercial General Liability (CGL): Consultant shall maintain in full force and effect, for the period covered by this Agreement, \$1,000,000 per occurrence including the following coverages:
 - i) Commercial General Liability covering the following
 - (1) Personal Injury and Bodily Injury, including death resulting therefrom.
 - (2) Property Damage.
 - d. Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the amount of \$1,000,000.00 per occurrence combined single limit

The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.

3. Blanket contractual liability must be afforded, and the policy must contain a cross liability or severability of interest endorsement.
4. Broad Form Property Damage Liability must be afforded.
5. Products and Completed Operations coverage must be provided.
6. The Orange County Superintendent of Schools, the Orange County Board of Education and its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the Superintendent, whether commercial or self- insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require Consultant's insurance to indemnify Superintendent in contravention of Insurance Code 11580.04.

e. Workers' Compensation Insurance: In accordance with the provision of

Labor Code Section 3700, Consultant, if Consultant has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing the performance of the work of this Agreement.

f. The following requirements apply to all insurance to be provided by Consultant:

- i) A certificate of insurance shall be furnished to Superintendent prior to commencement of work. Upon request by the Superintendent, Consultant shall provide a certified copy of any insurance policy to the Superintendent within ten (10) working days.
- ii) Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to Superintendent.
- iii) Approval of the insurance shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operations pursuant to this Agreement.

10. Indemnification. Consultant shall indemnify Superintendent, the Orange County Board of Education, and its officer, agents and employees and shall hold Superintendent harmless, against and from any and all claims, demands, actions and other proceedings, damages, losses, costs, expenses (including, without limitation, reasonable attorney's fees and expenses), and other liabilities of any nature attributable to the injury or death of any person(s) or the damage to any property arising out of or in any way connected with the negligent performance of this Agreement by Consultant or its officers, agents, employees or subConsultants. Consultant shall reimburse Superintendent for all damages, expenses and losses incurred by Superintendent as a consequence of any claim, demand, or cause of action that may be brought against Superintendent resulting from, arising out of, or in any

way connected with the performance of this Agreement or of the services by Consultant or its officers, agents, employees or subConsultants, including disputes between Consultant and any of its subConsultants. The Consultant shall not be responsible pursuant to this Section to the extent of any contributing negligence or willful misconduct of the Superintendent or its officers, employees or subConsultants.

- 11. Insurance and Indemnification as Material Provisions.** The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to Consultant by the indemnification and insurance clauses.
- 12. CONSULTANT'S Endorsement on Reports, etc.** Consultant shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.
- 13. Documents, Information and Materials Ownership.** All documents, information, and materials of any and every type including intellectual property, prepared or produced by the Consultant pursuant to this Agreement shall be the property of the Superintendent. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing work under this Agreement, whether completed or in process. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.
- 14. Termination of Agreement Without Cause.** Superintendent may terminate this Agreement at any time by giving the Consultant thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, Consultant shall be entitled to no further compensation or payment of any type from the Superintendent.
- 15. Termination of Agreement for Cause.** If Consultant fails to perform Consultant's duties to the satisfaction of the Superintendent, or if Consultant fails to fulfill in a timely and professional manner Consultant's obligations under this Agreement or if Consultant violates any of the terms or provisions of this Agreement, or if Consultant, Consultant's agents or employees fail to exercise good behavior, either during or outside of working hours, that is of such a nature as to bring discredit upon the Superintendent, then Superintendent shall have the right to terminate this Agreement effective immediately upon the Superintendent giving written notice thereof to the Consultant. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Consultant shall be paid for all work satisfactorily completed prior to the effective date of such termination. If Superintendent's termination of the Agreement for cause is defective for any reason, including but not

limited to Superintendent's reliance on erroneous facts concerning Consultant's performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the Superintendent's written notice of termination for cause to the Consultant, and the Superintendent's maximum liability shall not exceed the amount payable to Consultant under paragraph 12 above.

16. Compliance with Laws. Consultant shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement. Any required statutory provision is deemed incorporated by this reference.

17. Covenant Against Contingent Fees. Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, SUPERINTENDENT shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. Disputes & Claims.

a. Notice of Potential Claim. The Consultant shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Superintendent, or for the happening of any event, thing, occurrence, or other cause, unless Consultant has provided the Superintendent with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Superintendent prior to the time that the Consultant shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Superintendent, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the Superintendent at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Consultant hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the Director of Public Works.

b. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the Superintendent on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of

the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The Consultant shall not be entitled to any additional compensation unless Consultant has (1) provided the Superintendent with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

- c. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the Superintendent, shall excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

19. Independent Contractor. It is expressly understood that in the performance of the services herein provided, Consultant shall be, and is, an independent contractor, and is not an agent or employee of Superintendent. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of the services rendered hereunder. Consultant shall be solely responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

20. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

21. Enforceability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. Warranty. Consultant warrants that Consultant and each of the personnel employed or otherwise retained by Consultant for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

23. SubConsultants.

- a. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Superintendent.
- b. Any subcontract entered into by Consultant relating to this Agreement shall contain all the provisions contained in this Agreement.

- c. Any substitution of subConsultants must be approved in writing by the Superintendent in advance of assigning work to a substitute subConsultant.

24. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Orange County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of thisContract.

25. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to Superintendent at:

Patricia McCaughey
Executive Director, Business
Operations
Orange County Superintendent of
Schools 200 Kalmus Drive
Costa Mesa,

California 92626 to

the CONSULTANT at:

26. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

27. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which Superintendent requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of Superintendent.

28. Quality Control and Quality Assurance. The Consultant shall provide a description of their Quality Control procedure. The process shall be implemented for all facets of work and a QC-QA statement and signature shall be placed on all submittals to the SUPERINTENDENT.

29. Fingerprinting Requirements. Consultant agrees to provide the Superintendent with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with Superintendent students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.

IN WITNESS THEREOF, SUPERINTENDENT and CONSULTANT have executed this Agreement on the day and year first hereinabove set forth.

CONSULTANT

ORANGE COUNTY
SUPERINTENDENT OF SCHOOLS

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Patricia McCaughey

Typed Name

Title

Title

Social Security or Taxpayer ID No.

95-60000943

Taxpayer I.D. No.

Date

Date