



**RFP 23-24-13
REQUEST FOR PROPOSALS
for
Hazardous Materials Survey and Abatement Report Services**

Submittal Due on or Before:
February 29, 2024 at 10:00 AM

Deliver To:
Oro Grande School District
19900 National Trails Hwy
Oro Grande, CA 92368
Attention: Purchasing Department

For Additional Information Contact:
**Nick Higgs | Executive Director
of Maintenance/Operations**
Nick.Higgs@orogrande.org
and copy
juliew@lmcci.com

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **10:00 AM, on February 29, 2024**, sealed bids for the purchase of:

**Hazardous Materials Survey and Abatement Report Services
Bid No. 23-24-13**

Oro Grande School District ("District") is requesting proposals from qualified providers for Hazardous Materials Survey and Abatement Report Services. The selected Vendor will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFP).

Proposals must be submitted in a sealed envelope, and returned by mail or in person to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368 or via email to bids@orogrande.org. All Proposals must be clearly marked with RFP number and title.

Proposals received later than the designated time and specified will be returned to the Firm unopened. Facsimile submittals of the proposal will not be accepted. It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the RFP.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from the Oro Grande School District website: http://www.orogrande.net/departments/business_services or by contacting April Lara in our Purchasing Department via email to bids@orogrande.org. Please note the Bid No in your email.

TIMELINE

Initial RFP Posting & Official Notice on 2/22/2024

RFP Questions Due from Proposers at 10:00 am on 2/27/2024

Districts Response to Questions 2/28/2024

Pre-Qualification due to District by 2/28/2024

RFP Responses Due/Public Bid Opening 10:00am on 2/29/2024

Testing to Start 3/18/2023 - 3/22/2024

Survey and Abatement completed and Abatement Procedure to be provided to the District by
3/29/2024

** Subject to change at District discretion*

PURPOSE

Oro Grande School District is seeking proposals from qualified firms and individuals to perform the Hazardous Materials Test Survey of the Oro Grande Elementary School, an existing elementary school campus. The District is planning a renovation throughout specific areas of the campus. Areas of work includes restrooms, the administration office, HVAC replacement, roof patching and replacement of storefront doors and windows. Testing and abatement reports will be inclusive of both asbestos and lead containing materials.

Selected Firms and Individuals will also be responsible for preparation of the Survey Reports and Abatement Procedure Documents.

BACKGROUND

Oro Grande School District empowers students and their families through extraordinary educational choice, excellence in education, a safe environment to learn, rigor in all endeavors, and high expectations. We create schools where all students belong, thrive, and succeed. The Oro Grande School district is located in the town of Oro Grande, California and is composed of four schools, all of which are charter schools or academies that take in students from outside the district. Oro Grande Elementary School, Riverside Preparatory School, and Mojave River Academy. Oro Grande Elementary School serves grades Kindergarten through six in a college preparatory setting. It is the only non-charter school. Riverside Preparatory School comprises of three schools. Riverside Preparatory Elementary, Riverside Preparatory Middle School, Riverside Preparatory High School; all located within the city of Oro Grande. Mojave River Academy serves grades Kindergarten through grade twelve in an Independent Study program. Under the Mojave River Academy Charter system, Oro Grande School District has offices 11 cities outside of Oro Grande located in Bakersfield, Barstow, Beaumont, Colton, Desert Hot Springs, Fontana, Hesperia, Palm Springs, Phelan, Tehachapi, Victorville.

GENERAL INSTRUCTIONS

The Oro Grande School District ("DISTRICT") invites Statements of Qualifications to be submitted at the time and place stated in the Notice to Respondents. The Proposal should be clear, concise, complete, well organized and demonstrate the entity's qualifications and ability to follow instructions.

All entities are requested to follow the order and format specified below. The RFP shall include, at a minimum, the following:

1. Cover Letter
2. Table of Contents
3. Business Profile. Furnish a brief profile of your firm. State the name of your firm, address, telephone, e-mail address, date firm established, and type of business (individual, corporation, etc.).
 - a. List applicable license number(s), registration number(s), and federal taxpayer ID number.
 - b. Identify who is authorized to sign agreements and represent your firm in matters related to this Proposal.
 - c. Provide a brief description of your firm including public project experience.
 - i. Describe at least three (3) projects that demonstrate your ability and experience related to the services contemplated in this RFP.
 - d. References. Provide references on at least your last three school district clients for whom you have provided the services contemplated in this RFP.
 - e. Commitment that key personnel will be available throughout contract and will not be removed without prior approval of District
 - f. Firm's approach to accomplish the Scope of Work Requirements.
 - g. Rates. Provide your hourly, overtime, weekend, and holiday rates.
 - h. Insurance. Provide evidence of general liability insurance coverage.
4. Declaration Form. Complete and sign the attached declaration form in compliance with State of California Public Contract Code, State of California Government Code sections 4525-4529.5; and California Education Code 17076.11
5. Fee Schedule. This section should disclose all charges to be assessed to the District for the required services. These should be quoted as fully burdened rates.
6. Any other information required by this RFP or its addenda which may not be listed above.
7. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your firms' proposal may be deemed non responsive.
8. Preparation of RFP Documents: RFPs shall be submitted complete and in full. All RFP items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the RFP shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the RFP.
9. Questions: In order for a Respondent to receive answers to questions or addenda, DISTRICT must receive the information by **10:00 am. 2/27/2024**. If Respondent does not receive confirmation from DISTRICT that its information has been received, Respondent must contact DISTRICT to ensure DISTRICT received the information.
 - 1.1. All questions raised by Respondents will be answered with an Addendum to the RFP, each Addendum will be posted on the District website.
2. Delivery of Proposal: The RFP shall be enclosed in a sealed envelope, addressed and

delivered or mailed to DISTRICT's Purchasing Department Attn: April Lara, mailing address: PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice to Respondents for the opening of RFP submissions. The envelope shall be plainly marked with Firm's name, address, the RFP#, title, and the date and time for opening of documents or via email to bids@orogrande.org clearly marked with the RFP#, title, and the date and time for opening of documents. Emailed documents must be sent as a clear PDF or Word document.

- 2.1. It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the Proposal.
 - 2.2. In accordance with Government Code section 53068, any Proposal received after the scheduled closing time for receipt of RFPs or after any extension due to material changes shall be returned to the Respondent unopened. At the time set forth in the Notice to Respondents for the opening of the Proposal, the sealed RFPs will be opened and read out loud.
3. Signatures: Any signature required on the Contract Documents must be signed in the name of Respondent, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Respondent is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the RFP. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Respondent is a joint venture or partnership, there shall be submitted with the RFP, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Respondent, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If the Respondent is an individual, his/her signature shall be placed on such documents.
4. Modifications: Respondent shall not modify the Terms and Conditions or Contract Form. Respondents shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of any District-provided documents. Changes in or additions to the Terms and Conditions or Contract Form, recapitulations of the work, alternative proposals, or any other modification of the Terms and Conditions or Contract Form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the RFP as not being responsive to the Request for Qualifications. No oral or telephonic modification of any RFP submitted will be considered.
5. Erasures, Inconsistent or Illegible RFPs: The RFP submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the RFP. In the event of inconsistency between words and figures in the RFP price, words shall control figures. In the event DISTRICT determines that any RFP is unintelligible, inconsistent or ambiguous, DISTRICT may reject such RFP as not being responsive to the Request for Qualifications.

6. Examination of Contract Documents: At its own expense and prior to submitting its RFP, each Respondent shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Request for Qualifications; determine the character, quality, and quantity of the equipment, materials, supplies, and/or services to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Respondent to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Respondent from any obligation with respect to its RFP or to the Contract. The submission of a RFP shall be incontrovertible evidence that the Respondent has complied with all the requirements of this provision of the Instructions to Respondents. Respondents shall not at any time after submission of the RFP, dispute, complain, or assert that there were any misunderstandings with regard to the nature or quantity of equipment, materials, supplies, and/or services to be provided. EXECUTION OF CONTRACT – ISSUANCE OF A PURCHASE ORDER SHALL BE EVIDENCE.
7. Award of Contract: DISTRICT reserves the right to reject any or all RFPs, or to waive any irregularities or informalities in any RFP. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Respondent therefore from among those Respondents responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.
8. Competency of Respondents: In selecting the Respondent, consideration will be given not only to the financial standing but also to the general competency of Respondent for the performance of the work or the supply of equipment and/or supplies covered by the RFP. By submitting a RFP, each Respondent agrees that DISTRICT, in determining the successful Respondent and its eligibility for the award, may consider Respondent's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Respondent's performance of the work or services. To this end, each RFP shall be supported by a completed and pre-approved pre-qualification packet. Packets shall be completed online and will be accepted up until **2/29/2024 at 10:00am**. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any RFP and to establish the responsibility, qualifications and financial ability of Respondent to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the RFP of any Respondent who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment, supplies, and/or services requires a license, no RFP will be accepted from a Respondent who is not licensed in accordance with applicable State law.
9. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, Respondents shall secure the payment of compensation to all employees. Respondent shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code 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 prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.
10. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age,

physical disability, mental disability, medical condition, or marital status. Respondent agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

11. Hold Harmless: Respondent shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - 11.1. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Respondent or any person, firm or corporation employed by Respondent upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Contractors who are directly employed by DISTRICT.
 - 11.2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Respondent, or any person, firm, or corporation employed by Respondent, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Respondent, either directly or by independent contract, and not by the active negligence of DISTRICT.
 - 11.3. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
 - 11.4. Respondent, at Respondent's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
12. Status of Respondent: Respondent is, and shall at all times be deemed to be, an independent Contractor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and Respondent or any of Respondent's agents or employees. Respondent assumes exclusively the responsibility for the acts of its employees as they relate to the work or services to be provided during the course and scope of their employment. The Respondent, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the Respondent to determine compliance with the terms of the Agreement.
13. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Respondent shall receive no compensation and shall repay DISTRICT for any compensation received by Respondent hereunder, should Respondent aid, abet or knowingly participate in violation of this section.
14. District's Right to Terminate Contract:
 - 14.1. Termination for Cause: If Respondent refuses or fails to deliver the equipment or supplies with such diligence as will insure its complete delivery within the time

specified or any extension thereof, or if Respondent should be adjudged bankrupt, or if Respondent should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver equipment and/or supplies as to ensure complete delivery within the time specified, or if Respondent persistently disregards laws, ordinances or instructions of DISTRICT, or if Respondent should otherwise be guilty of a substantial violation of any provision of the Agreement, then Respondent shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Respondent of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such cases, the Respondent shall not be entitled to receive any further payment until performance is completed.

- 14.1.1. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and Respondent, and surety shall have the right to take over and perform the Agreement, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform the Agreement or does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Respondent. Respondent and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned DISTRICT thereby. Time is of the essence in the Agreement. If DISTRICT takes over the work as hereinabove provided, DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to Respondent as may be on the site of the work and necessary therefor.
 - 14.1.1.1. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to Respondent. If such expense shall exceed such unpaid balance, Respondent shall pay the difference to DISTRICT.
- 14.2. Termination for Convenience: DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, Respondent shall:
 - 14.2.1. Cease operations as directed by DISTRICT in the notice;
 - 14.2.2. Take actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
 - 14.2.3. Not terminate any insurance provisions required by the Contract Documents.
 - 14.2.4. In case of such termination for DISTRICT's convenience, Respondent shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment

- and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.
- 14.2.5. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.
15. Drug-Free Workplace Certification: Pursuant to Government Code sections 8350 et seq., Respondent will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. Respondents will be required to take positive measures outlined in the certificate 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.
16. Patents, Royalties, and Indemnities: Respondent shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of DISTRICT or its officers, agents, or employees.
17. Protection of Persons and Property: Respondent has been advised and is aware that DISTRICT has adopted Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. Respondent shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all Respondent's employees while on DISTRICT property. Respondent understands and agrees that should any employee of Respondent violate Board Policy, after having already been warned once for violating DISTRICT's tobacco-free policy, Respondent shall remove the individual from the Project for the duration of the Agreement. Respondents shall not be entitled to any additional compensation and/or time in completing performance of the Agreement as a result of such removal.
- 17.1. Respondent shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered until completion and final acceptance by DISTRICT.
- 17.2. Respondent shall provide evidence of insurance with the following minimum limit of liability:
- 17.2.1. General Liability (Additional Insured)
- 17.2.1.1. Personal Injury: Property Damage:
- 17.2.1.2. \$1,000,000 minimum Each Occurrence
\$2,000,000 Aggregate
- 17.2.2. Automobile Liability
- 17.2.2.1. Bodily Injury: Property Damage:
- 17.2.2.2. \$1,000,000 minimum Each Person/Occurrence
- 17.2.3. Workman's Compensation (Waiver of Subrogation Required)
- 17.2.3.1. \$1,000,000 minimum per accident for bodily injury or disease
- 17.2.4. Professional Liability/Errors & Omissions Liability
- 17.2.4.1. \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate
- 17.2.5. Respondent shall name DISTRICT as an additional insured in all policies, all of which shall be open to inspection by all parties in interest. A minimum 30-day notice of cancellation is required. The Respondent shall not commence performance of the Contract without such proof of insurance. The

Respondent shall provide proof of insurance coverage to DISTRICT within 72 hours subsequent to the submission of the RFP or shall be deemed non responsive.

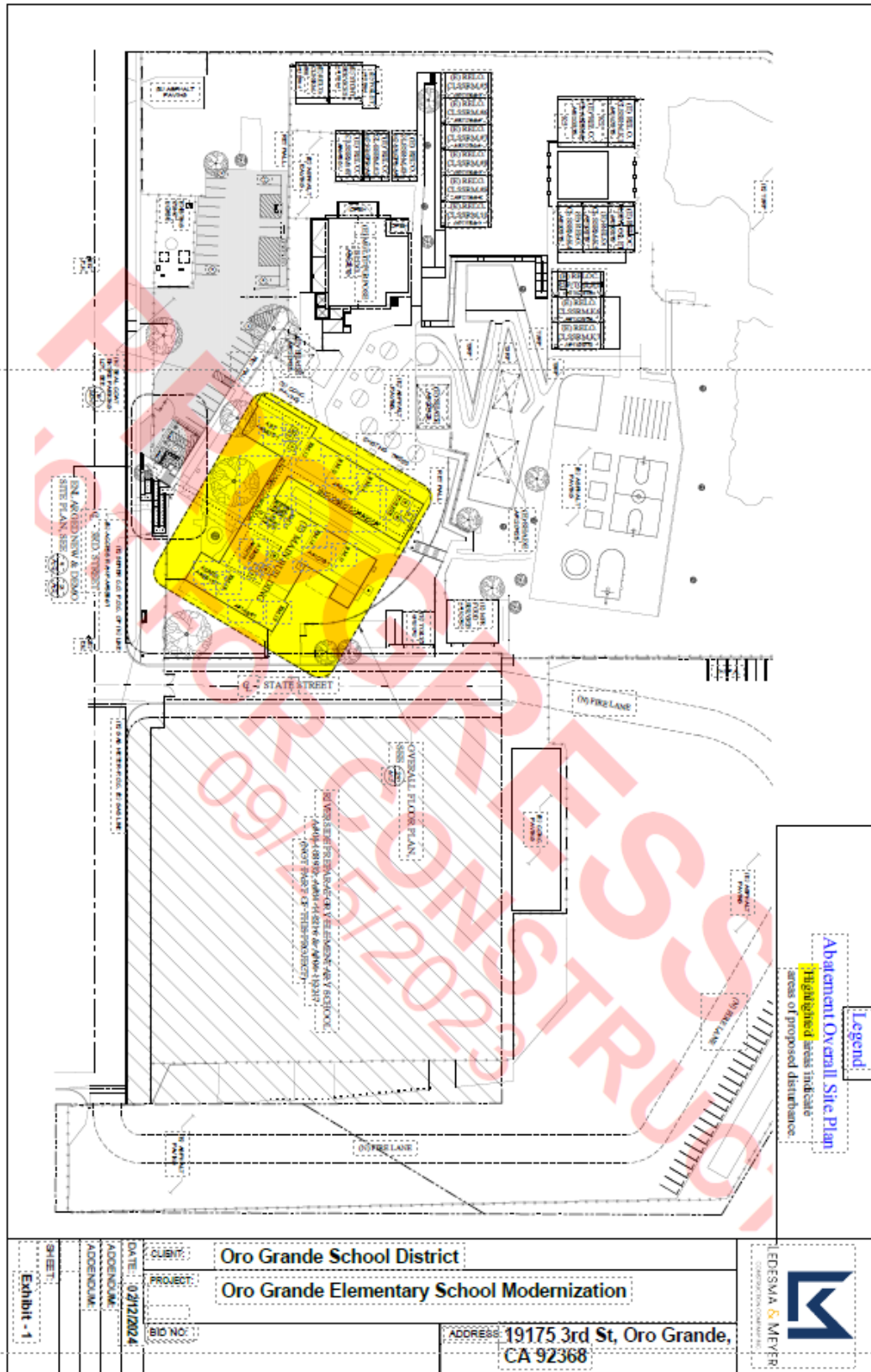
18. Respondent Claims: If Respondent shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Respondent shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Respondent shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Respondent's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
19. Non-Conforming Equipment and Supplies: Respondent shall promptly remove from the premises all equipment or supplies delivered by Respondent and identified by DISTRICT as failing to conform to the Contract, whether incorporated or not. Respondent shall promptly replace the non- conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.
 - 19.1. If Respondent does not remove such equipment or supplies within a reasonable time, fixed by written notice, DISTRICT may remove it and store the material at Respondent's expense. If Respondent does not pay the expenses of such removal within ten (10) days thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Respondent.
20. Assignment of Antitrust Actions: Section 7103.5(b) of the Public Contract Code provides:
 - 20.1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Inspector offers and agrees to assign to the awarding body [DISTRICT] all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Inspector , without further acknowledgment by the parties.
 - 20.2. Respondent agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action Respondent may have under the Contract. This assignment shall become effective at the time DISTRICT tenders final payment to Respondent.
21. Notice and Service Thereof: Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
 - 21.1. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
 - 21.2. If notice is given to Respondent, by personal delivery thereof to said Respondent or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Respondent at its regular place of business or at such other address as may have been established for the conduct of work under the Contract, and sent by registered or certified mail with postage prepaid; or

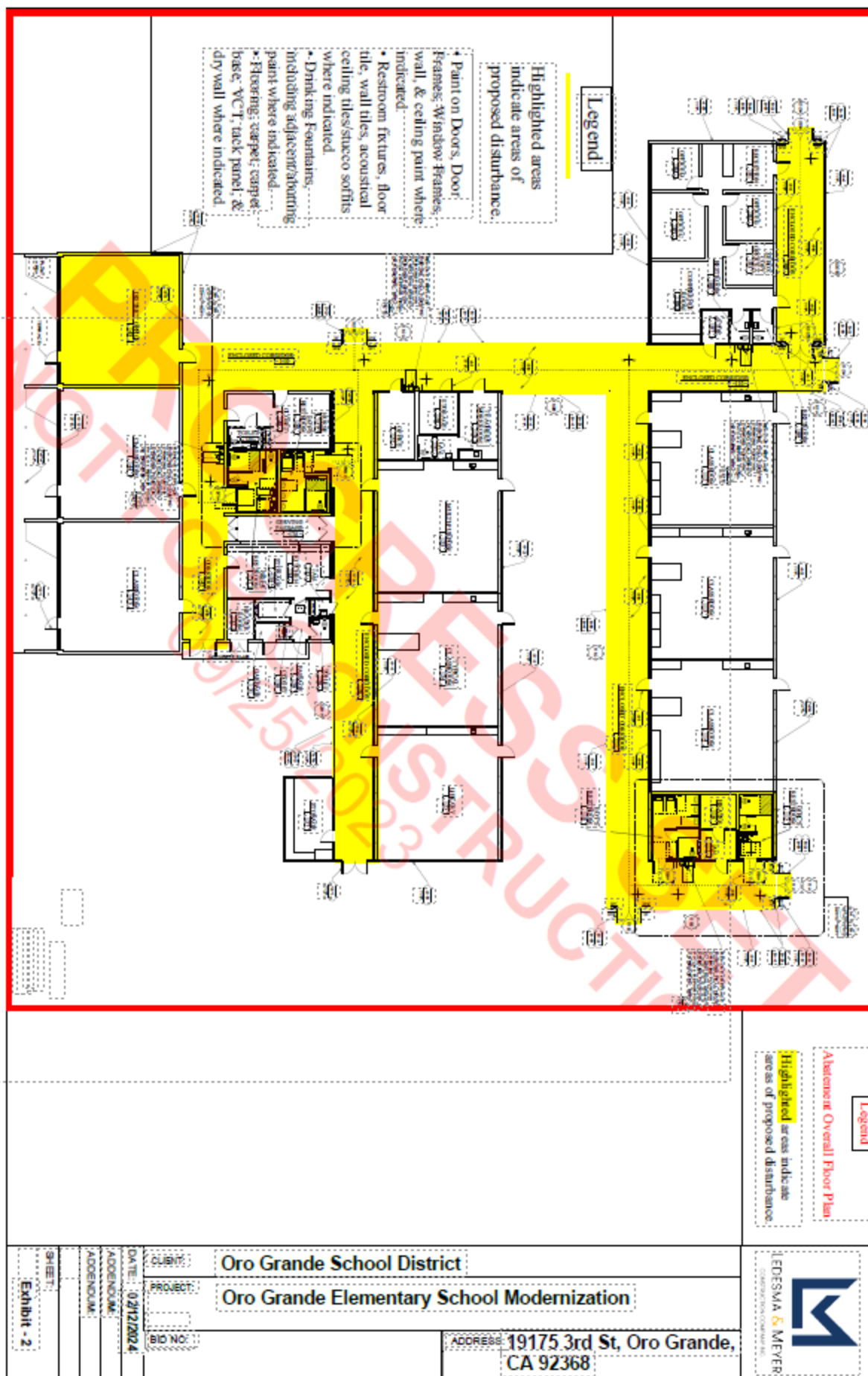
- 21.3. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.
22. No Assignment: Respondent shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Respondent shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Respondent shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Respondent, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by DISTRICT in accordance with the Contract.
23. No Waiver: The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
24. Protest. Any protest by any Respondent regarding any other RFP must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following RFP submissions opening.
 - 24.1. Only a Respondent who has actually submitted a RFP, and who could be awarded the Contract if the protest is upheld, is eligible to submit a protest. A Respondent may not rely on the protest submitted by another Respondent.
 - 24.2. A protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the protest deadline will not be considered.
 - 24.3. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - 24.3.1. Without limitation to any other basis for protest, an inadvertent error in listing the California Contractor's license number on the Designated SubContractors List shall not be grounds for filing a protest or grounds for considering the RFP non responsive if the correct Contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subContractor.

- 24.3.2. Without limitation to any other basis for protest, an inadvertent error listing an unregistered sub Contractor shall not be grounds for filing a protest or grounds for considering the bid non responsive provided that any of the following apply:
 - 24.3.2.1. The sub Contractor is registered prior to the opening.
 - 24.3.2.2. The sub Contractor is registered and has paid the penalty registration fee within 24 hours after the opening.
 - 24.3.2.3. The sub Contractor is replaced by another registered sub Contractor pursuant to Public Contract Code section 4107.
- 24.3.3. The protest must include the name, address and telephone number of the person representing the protesting party.
- 24.3.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Respondents or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 24.3.5. The procedure and time limits set forth in this paragraph are mandatory and are each Respondent's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

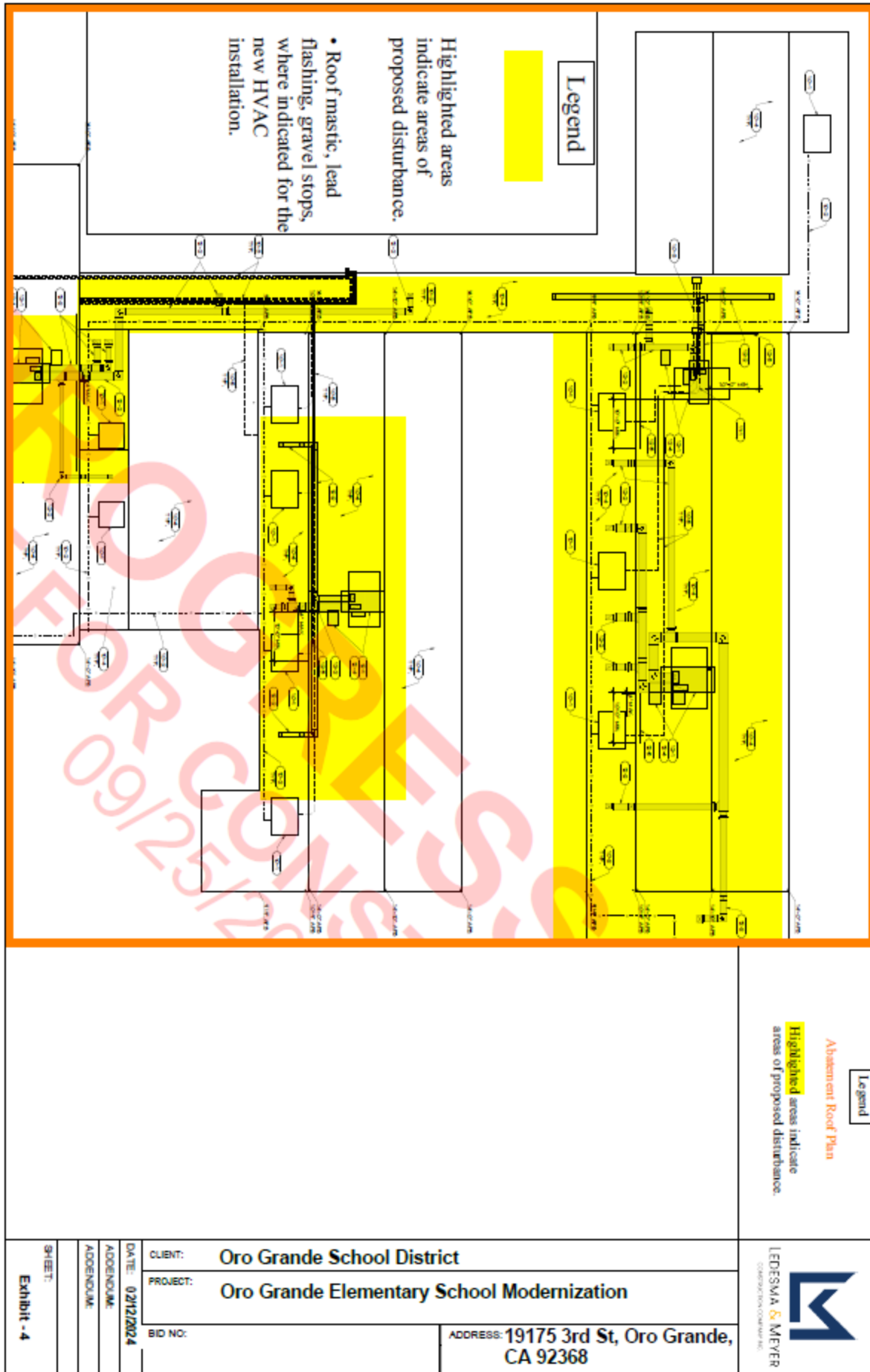
SCOPE

Exhibit Drawings 1-4









REQUIRED BID FORMS

The following forms must be completed and submitted with the bid. Failure to provide all documents enumerated below may result in the bidder's bid being deemed non-responsive.

- ☐ Designation of Subcontractor
- ☐ Non-Collusion Affidavit
- ☐ Declaration Form

BID FORM

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM:

Proper Name of Bidder ("Bidder")

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete Contract Documents, as defined in the Agreement, the local conditions affecting the performance of the Contract, as defined in the Agreement, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the work required in connection with **Bid No: 23-24-13 Hazardous Materials Survey and Abatement Report Services**, all in strict conformity with the Contract Documents.
2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
3. **Fee Schedule:** Please attach a separate sheet. Said sums include all applicable taxes and costs.
4. In submitting this Bid, the Bidder acknowledges that the Instructions to Bidders is an integral part of the Contract Documents and that the Instructions to Bidders has been read, understood and accepted by Bidder. Bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Bidders and agrees to strictly abide by their meaning and intent.
5. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids
6. The required Information Required of Bidder is hereto attached.

7. The required Non-collusion Affidavit is hereto attached.
 8. The required Substitution Request Form is hereto attached.
 9. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified in Section 3 of the Instructions to Bidders within five (5) calendar days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract on the date to be stated in DISTRICT's Notice to Proceed delivered to Bidder, and shall be completed by Bidder in the time specified in the Contract Documents.
 10. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.
-
-

11. The name of all persons interested in the foregoing proposal as principals are as follows:
-
-

(IMPORTANT NOTICE: Bidder or other interested person is a corporation, state legal name of corporation and the names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and the names of all individual co- partners composing firm; if Bidder or other interested person is an individual, state first and last name in full.)

12. Pursuant to Government Code section 4552, in submitting this Bid, Bidder offers and agrees that if the Bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the Bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.
13. If Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation. See Section 4 of

the Instructions to Bidders for additional information.

14. It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in Section 3 of the Instructions to Bidders and required bonds to DISTRICT within five (5) calendar days of receiving notice of the award of the Contract to Bidder, the successful bidder shall be deemed to be in default, and the DISTRICT may award the Contract to the next lowest bidder.
15. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend DISTRICT against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with IRCA.
16. It is understood and agreed that, if requested by DISTRICT, Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

Phone Number

E-Mail Address

By: _____
Signature of Bidder Representative

Date: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

DESIGNATED SUBCONTRACTORS LIST

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. All listed first-tier subcontractors must be prequalified.
7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors and indicate the License Classification that the subcontractor will perform their scope of work under.
8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. Bidder must provide the Bid Amount (\$) for all listed subcontractors.
10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:**

Scope of

Work: _____

CSLB No.: _____ License

Classification: _____

DIR No.: _____ Bid

Amount: _____

Subcontractor Name: _____ **Location:**

Scope of

Work: _____

CSLB No.: _____ License

Classification: _____

DIR No.: _____ Bid

Amount: _____

Subcontractor Name: _____ **Location:**

Scope of

Bid No. 23-24-13 Hazardous Materials Survey and Abatement Report Services

Work:_____

CSLB No.:_____ License

Classification:_____

DIR No.:_____ Bid

Amount:_____

Subcontractor Name:_____ **Location:**

Scope of

Work:_____

CSLB No.:_____ License

Classification:_____

DIR No.:_____ Bid

Amount:_____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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].

Signed: _____

Typed Name: _____

DECLARATION FORM

The undersigned Inspector, in accordance with State of California Public Contract Code, Government Code and Business and Professions Code, declares the following to be true, to the best of his (or her) knowledge and belief, for the firm, persons and consultants listed in this RFP:

1. That all persons listed are acting under appropriate and valid licenses and that all licenses are in good standing.
2. That the firm is experienced in projects of similar size, complexity, scope and nature and that listed persons are sufficiently experienced to perform the work.
3. That the firm has the experience, competency, financial means and capacity to complete the work.
4. That the firm is properly insured as required for the various work described herein.
5. That the firm and persons listed:
 - a. Have not been convicted of false or fraudulent statements to a public agency.
 - b. Will comply with applicable laws, regulations and ordinances.
 - c. Have submitted information in this RFP that is true and accurate to the best of their knowledge and belief.
 - d. Agrees to furnish services and materials as required by the terms and conditions of this Request for RFP.

Name of Firm or Individual _____

Printed Name and Title _____

Street Address _____

City, State, Zip code _____

Telephone _____

Email Address _____

Authorized Signature _____

Date _____

DSA Certification # _____

DIR Certification # _____

REQUIRED CONTRACT FORMS

- ☐ Agreement
- ☐ Criminal Records Check Certification
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco-Free Workplace Certification
- ☐ Workers' Compensation Certification
- ☐ Lead-Containing Materials Notice and Certification
- ☐ Non-Asbestos-Containing Materials Certification

******This Contract is included for Review Only******
ORO GRANDE SCHOOL DISTRICT

INSPECTOR AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year _____, in the county of San Bernardino, State of California, by and between the Oro Grande School District hereinafter called the "DISTRICT" and _____ hereinafter called "Inspector".

RECITALS:

- A. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth in RFQ 23-24-01, and INSPECTOR desires the same.
- B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.
- C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.
- D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to the District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.
- E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").
- F. INSPECTOR acknowledges that the District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 - DUTIES OF THE INSPECTOR: The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

- 1. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.
- 2. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being

completely executed.

Continuous inspection means complete inspection of every part of the work to ensure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

3. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.
4. Relations With an Architect Or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.
5. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.
6. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semi monthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Director of Facilities, or designee, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.
7. Notifications to Division of the State Architect. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.
8. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.
9. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the District and Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the

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

10. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.
11. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.
12. If not already set forth herein, INSPECTOR must:
 - 12.1. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
 - 12.2. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
 - 12.3. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be uploaded to the District's construction management program, e-Builder, and shall be District's sole property.
 - 12.4. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.
 - 12.5. Make sure that the required record drawings are accurately marked up as required. f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
 - 12.6. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
 - 12.7. Upon request, provide the District with a written report regarding the contractor's performance on the Project.
 - 12.8. Maintain an effective working relationship with the contractor, District personnel and Architect.
 - 12.9. Be tactful, firm and fair in insisting that contractors adhere to the Contract Documents.
 - 12.10. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
 - 12.11. Attempt to anticipate the contractor's problems and review with the Project Manager

- anticipated schedules and work involved prior to the commencement of a new trade on the job.
- 12.12. Attempt to foresee the need for all required tests and inspections.
 - 12.13. When notified by the contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
 - 12.14. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
 - 12.15. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
 - 12.16. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
 - 12.17. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
 - 12.18. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
 - 12.19. Assist in the completion and submission of DSA close out documents as required by DSA.
13. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not: a. Authorize deviations from the Contract Documents; b. Avoid conducting any required tests; c. Enter the area of responsibility of the contractor's field superintendent; d. Expedite the job for the contractor; e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications; f. Approve shop drawings or samples; g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project; h. Interfere in contractor/subcontractor relationships.

ARTICLE 2: VIOLATIONS OF THE FIELD ACT: Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Director of Facilities, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

ARTICLE 3— LENGTH OF AGREEMENT: The term of this agreement shall be from ____/____/____ through the completion of needed services or ____/____/____, whichever occurs first.

ARTICLE 3 – AGREEMENT PRICE: DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$_____ per hour, \$_____ per overtime hour. Total compensation shall not exceed _____ Dollars and _____ cents (\$_____.00) for

this Agreement. The INSPECTOR will be paid for hours worked and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

All Inspector invoices shall be paid upon approval by District Designee. Invoices shall be Itemized and submitted directly to Accounts Payable Department and can be sent via email to

Accounts_Payable@orogrande.org or Mailed to:

*Oro Grande School District
Attn: Accounts Payable
PO Box 386
Oro Grande, CA 92368*

Invoices must show the number of hours worked, the Agreement and/or purchase order number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

ARTICLE 4- PROVISIONS REQUIRED BY LAW:

- A. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
- B. If Inspector is an individual, he or she shall certify whether or not Inspector is a retired member of the State Teachers Retirement System of the State of California. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 5- COMPONENT PARTS OF THE AGREEMENT: The Agreement entered into by this Agreement consist of the following Agreement Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Signed Agreement
- W-9 Form
- Insurance Certificates and Endorsements
- Inspector's Certificate Regarding Workers' Compensation
- Megan's Law (Sex Offenders) I have verified and will continue to verify that the employees of the Contractor having contact with School students under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).
- Covid-19 Certification:
 - Inspector and/or Inspector Parties will not be present on a District site and will not have limited or no contact with District students during the term of this Agreement.
 - Inspector and/or Inspector Parties shall or may perform services on a District school site when District students are present during the term of this Agreement and, at no cost to District The Contractor and/or Contractor Parties shall comply with the current COVID-19 certification requirements and safety standards in accordance with the Centers for Disease Control and Prevention (CDC) and local/county/state guidelines. Contractor further agrees and

acknowledges that the District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

- Tuberculosis Certification: The Inspector and/or Inspector Parties shall at all times comply with the tuberculosis ("TB") certification requirements of California Education Code Section [49406](#). Accordingly, by checking the applicable boxes below, Inspector hereby represents and warrants to District the following:
 - Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.
 - The following Contracted Parties shall have more than limited contact (as determined by District) with District

students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of California Education Code Section 49406:

Inspector shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by the Inspector and shall be available to the District upon request or audit. Inspector further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

- Conflict of Interest Certification. By signing below the Inspector and/or Inspector Parties hereby represents and warrants to the District they have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Inspector's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code. Inspector shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by the Inspector and shall be available to the District upon request or audit.
- Nondiscrimination. By signing below the Inspector and/or Inspector Parties hereby represents and warrants to the District that in connection with all services performed under Agreement, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Inspector agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 6- INSURANCE: Inspector shall maintain the following insurance during the life of this Agreement and shall provide the District with a current certificate of insurance evidencing its insurance coverage. The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy, with respect to liability arising out of work or operations performed by or on behalf of the Inspector including materials, parts or equipment furnished in connection with such work or operations. The District assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by the Inspector under this Agreement. The insurance shall protect the Inspector from the claims set forth below that may arise out of or result from the Inspector's performance of services or failure to perform services under this Agreement:

- General Liability (Additional Insured)
 - Personal Injury: Property Damage:
 - \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate

- Automobile Liability
 - Bodily Injury: Property Damage:
 - \$1,000,000 minimum Each Person/Occurrence
- Workman's Compensation (Waiver of Subrogation Required)
 - \$1,000,000 minimum per accident for bodily injury or disease
- Professional Liability/Errors & Omissions Liability (Additional Insured)
 - \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate
- Primary Coverage. For any claims related to this Agreement, the Inspector's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it
- Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

ARTICLE 7- INDEPENDENT CONTRACTOR:

1. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.
2. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.
3. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.
4. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of DISTRICT and are not entitled to participate in any DISTRICT pension plans, retirement, health and welfare programs or any similar programs or benefits as a result of performing such services.
5. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.
6. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and

methods for accomplishing the result.

7. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.

ARTICLE 8- NON ASSIGNABILITY: INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

ARTICLE 9- NOTICES: All notices or other communications that one party may be required to desire to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

DISTRICT:
INSPECTOR:

Oro Grande School District
PO Box 386
19900 National Trails Highway
Oro Grande, CA 92368

ARTICLE 10– TERMINATION: Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written notice of termination to the other party or mails such notice of termination to addresses listed in Article 9.

ARTICLE 11- MODIFICATION IN WRITING: This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties

ARTICLE 12– INDEMNIFICATION AND EXCULPATION : INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Agreement.

ARTICLE 13– HOLD HARMLESS AGREEMENT: Inspector shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of

- a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Inspector or any person, firm or corporation employed by Inspector upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Contractors who are directly employed by DISTRICT.
- b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Inspector, or any person, firm, or corporation employed by Inspector, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Inspector, either directly or by independent contract, and not by the active negligence of DISTRICT.
- c. Any dispute between Inspector and its subContractors/ suppliers.
- d. Inspector, at Inspector's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

Oro Grande School
District
Proper Name of Consultant / Firm
District

Signature of Consultant/Firm

District Representative Signature

Printed Name

Date

William Flynn

Printed Name

Date

Assistant Superintendent of Business Services

Bid No. 23-24-13 Hazardous Materials Survey and Abatement Report Services

Title

Title

LICENSE#: _____

DIR #: _____

CRIMINAL RECORDS CHECK CERTIFICATION

(Inspector Fingerprinting Requirements)

Inspector CERTIFICATION

_____ ("Inspector ") certifies that it has performed one of the following:

Pursuant to Education Code Section 45125.1, Inspector has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Oro Grande School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively. As further required by Education Code Section 45125.1, attached hereto as Attachment "B" is a list of the names of the employees of the undersigned who may come in contact with pupils.

Inspector 's Representative Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Respondent pursuant to the requirements mandated by Government Code section 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 or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Inspector or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant 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; and
 - 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 or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, 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 DISTRICT 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 termination, suspension of payments, 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.

In signing below, Inspector covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Respondents.

Bid No. 23-24-13 Hazardous Materials Survey and Abatement Report Services

_____ (Inspector)

Date: _____

By: _____

Title: _____

TOBACCO-FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- a. The undersigned is a duly-authorized representative of the Inspector and, in that capacity, has executed this certification on behalf of the Inspector .
- b. The Inspector shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel: All properties and facilities operated by the Hesperia Unified School District, including, without limitation, the Project Site, are tobacco-free workplaces. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Inspector shall require each person (including, without limitation, any employee of the Inspector or supplier) found in violation of these requirements to permanently leave the Project Site, and the Inspector shall not thereafter permit such person to be present in, on or at the Project Site.

_____ (Inspector)

Date: _____

By: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

"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 Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

If Inspector is a corporation, this certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 5 of Instructions to Respondents for additional information.

In signing below, Inspector covenants that it has complied with the signature requirements described in Section 5 of the Instructions to Respondents.

SIGNATURES FOLLOW ON NEXT PAGE

WORKERS' COMPENSATION CERTIFICATION

(Proper Name of Inspector)

By:

(Signature of Authorized Signor)

(Title of Signor)

By:

(Signature of Authorized Signor)

(Title of Signor)

(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.)

PROVISIONS OF THE CONTRACT

GENERAL PROVISIONS

1. ADMINISTRATIVE

- 1.1. **Ownership of Contract Documents.** All copies of any Contract Documents, including Plans and Specifications, for the Work and the Project are and shall remain the property of the District. The Inspector shall not use or allow the use of the Contract Documents or any portion or provision thereof in connection with any work other than the Work. With the exception of one set of the signed Contract and other Contract Documents to be retained in the Inspector's records if desired by the Inspector, all copies of all Contract Documents are to be returned to the District upon completion and acceptance of the Work. Provided however, the provision of this Section shall not apply to any plans and/or drawings prepared by Inspector if said plans and/or drawings was not prepared solely for the Project

2. INSPECTOR'S PERFORMANCE.

- 2.1. **Solicitation of Contract.** The Inspector hereby represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Inspector to solicit or secure the Contract on behalf of the Inspector. The Inspector also hereby represents and warrants that it has not paid, and has not agreed to pay, any company or person, other than a bona fide employee working solely for the Inspector any fee, commission, percentage, brokerage gift or other consideration that is or was contingent upon the award of the Contract to the Inspector. Breach or violation of these representations and warranties shall result in the District having the right to terminate the Contract without further obligation or liability to the Inspector.
- 2.2. **Project Records.** The Inspector shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, the Contract, the Plans and Specifications, Change Orders, submittals, cut-sheets, requests for information, daily reports, correspondence, permits, insurance policies, Certificates of Insurance, testing and inspection reports, the costs of administering the Contract, and safety records. The Inspector shall keep such accurate and comprehensive Project Records as are: (i) necessary for proper administration and performance of the Work; and (ii) required by law or the Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Project Records during the three-year period following final payment to the Inspector pursuant to the Contract. In addition, the District, DSA, SAB and OPSC each hereby has the right to examine, review, audit and/or copy the Project Records during the four-year period following final payment to the Inspector pursuant to the Contract. Therefore, the Inspector shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the date of final completion or filing of a Notice of Completion for the Project, whichever is later. However, if any audit is commenced within a four (4) year period, the Inspector shall make the Project Records available at all reasonable times until proceedings

related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Inspector that federal funds have been used in connection with the Project, the Inspector shall retain and make available the Project Records for such longer period as may be required by federal law.

3. LAWS AND OTHER REQUIREMENTS.

- 3.1. **Liability for Non-Compliance with Laws.** The Inspector at all times during the execution of the Work shall be and shall remain fully informed of all local, State and federal laws, ordinances, rules, regulations or other requirements that may in any manner affect those engaged or employed to perform any of the Work or the materials used in performing the Work, or that may in any way affect the performance of the Work. In addition, the Inspector at all times during the execution of the Work shall be and shall remain fully informed of all rules, regulations, orders and other requirements of any public or private entity with jurisdiction over the Work. In performing the Work, the Inspector shall comply with, and give notices required pursuant to, all laws, ordinances, rules, regulations and other requirements applicable to the Work as drawn and specified. The Inspector shall be liable for any violation of a law, ordinance, rule, regulation or other requirement in connection with performance of the Work. If the Inspector observes that the drawings and specifications are at a variance with any applicable law, ordinance, rule, regulation or other requirement, Inspector shall promptly notify the District Representative in writing. The Inspector shall bear all liability and costs, including any fines, arising from performance of any Work that the Inspector knew or reasonably should have known was contrary to any applicable law, ordinance, rule, regulation or other requirement, and the Inspector failed to notify the District Representative of the same a sufficient time in advance of performing the Work to permit the District to investigate and resolve the discrepancy.
- 3.2. **Provisions Deemed Inserted.** Each and every provision or clause required by law to be inserted in the Contract are hereby deemed to have been inserted, and the Contract shall be interpreted and enforced as though such provisions and clauses are expressly set forth herein. If, through mistake or otherwise, any required provision is not inserted or is not correctly inserted, then upon written request of either the District or the Inspector, the Contract shall be amended to make the insertion or correction. Any and all references in the Contract to laws, ordinances, rules, regulations or other requirements shall be deemed and construed to include all amendments, replacements and enactments thereto that are in effect as of the date of the Contract, as well as any later amendments thereto that do not materially or substantially alter the rights or obligations of the Parties.
- 3.3. **Equal Opportunity Employer.** The Inspector represents and warrants that it is an equal opportunity employer and that it shall not, in connection with the Work, discriminate against any employee or applicant for employment in violation of any applicable federal, State, or local law, including, without limitation, on the basis of such person's race, religion, color, national origin, ancestry, sex or age. Such policy of non-discrimination shall apply to all activities related to recruitment advertising, recruitment, initial employment, promotion, demotion, transfer, and layoff or termination.
- 3.4. **Compliance with Labor Code Requirements.** The Project is a "public works project" as defined in Section 1720 of the California Labor Code ("Labor Code") and, therefore, Part 7, Chapter 1, of the Labor Code is applicable to the Project. The Inspector must be, and shall be deemed and construed to be, aware of and

understand the requirements of Labor Code Sections 1720 et. seq., and 1770 et. seq., and Title 8 of the California Code of Regulations, Section 16000 et. seq. (collectively, "Labor Laws") which require the payment of prevailing wage rates and the performance of other acts in connection with public works projects. The Inspector acknowledges that, in applicable circumstances and as provided by Senate Bill ("SB") 854 (Stats. 2014, Ch. 28), the Project is subject to compliance monitoring and enforcement by the DIR. In any event, the Inspector, at no additional cost to the District, must comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of Prevailing Wages, maintenance, inspection and submission of payroll records, notice and posting requirements, et. cetera. The Inspector must ensure that any and all subcontractors working under the Inspector comply with the Labor Laws and other public works requirements. The Inspector, at no additional cost to the District, must cooperate with the DIR, and the District in connection with Labor Law compliance matters. A Inspector or subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the general prevailing rates of per-diem wages determined by the DIR pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District's principal office and posted at the Project Site. The District will withhold payment to the Inspector necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Inspector shall be solely responsible for compliance therewith: (i) Section 1735: Anti-Discrimination Requirements; (ii) Section 1775: Penalty for Prevailing Wage Rate Violations; (iii) Section 1776: Payroll Records; (iv) Sections 1777.5, 1777 .6, and 1777.7: Apprenticeship Requirements; (v) Sections 1810 through 1812: Working Hour Restrictions; (vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and (vii) Section 1815: Overtime Pay.

- 3.5. **Requirements for Payroll Records.** The Inspector must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and submitting or making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and Division of Apprenticeship Standards. The payroll records must be certified, maintained at the principal offices of the Inspector, and submitted or made available as required by Labor Code Section 1776. The Inspector must inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. If the Inspector or any subcontractor fails to timely comply with requests for certified payroll records, it shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by the Inspector of certified payroll records also shall be a condition precedent to the District's obligation to make any subsequent progress, final, Retention, or other payments to the Inspector pursuant to the Contract.
- 3.6. **Penalties for Violations of Labor Laws.** In accordance with Section 1775 of the Labor Code, the Inspector shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than

prevailing wage rates as determined by the director of the DIR. The Inspector shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

- 3.7. **Assignment of Antitrust Claims.** In accordance with Public Contract Code Section 7103.5, the Inspector, in entering into the Contract, hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action Inspector may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. Such assignment shall be made and become effective at the time the District tender's final payment to the Inspector, without further acknowledgment by the Parties.

4. **DISPUTE RESOLUTION.**

- 4.1. **Governing Law and Venue.** The Contract and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any arbitration, litigation or other proceeding arising out of the Contract shall be commenced and conducted only in the County where the Project is located.
- 4.2. **Mediation and Arbitration.** The provisions of Part 3, Chapter 1, Article LS (commencing with Section 20104) of the Public Contract Code ("Dispute Resolution Provisions") shall apply to all public works claims of \$375,000 or less arising or resulting from the Contract. The Dispute Resolution Provisions are incorporated herein by this reference. The Dispute Resolution Provisions require that any such claim be in writing and supported by adequate documentation of the basis for the claim. The District shall respond to any such claim as required pursuant to the Dispute Resolution Provisions, and the Parties may be required to mediate and arbitrate the claim(s).
- 4.3. **Costs and Expenses.** The Parties shall, initially, equally bear the cost of any arbitration, litigation or other proceeding arising from or related to the Work or the Contract; however, the prevailing party in any such proceeding shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost.
- 4.4. **Continuation of Work.** Notwithstanding anything in the Contract Documents to the contrary, in the event of any dispute between the District and the Inspector, or any dispute between the Inspector and any subcontractor or other third party, the Inspector shall not be permitted to cease performance of the Work, but the Inspector shall have the right to pursue all other remedies permitted pursuant to the Contract and applicable law. A violation of this provision by the Inspector shall constitute a material breach of the Contract.

EVALUATIONS

1. Evaluation Team, Procedures, and Selection

- 1.1. An evaluation team will be assembled by the Oro Grande School District. A team may be made up of District staff members affected by or who have specific knowledge of this type of procurement.
- 1.2. Upon receipt of the RFPs, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- 1.3. Each Team member will review the submittals. All RFPs shall be evaluated and ranked for determining the competitive range and to select an Inspector determined to be the most advantageous to the District.
- 1.4. RFPs that do not comply with the instructions contained in these RFQ documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. District reserves the right to waive technical defects, discrepancies, and minor irregularities in an RFQ and/or RFP. District reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted RFPs may be rejected if there is any alteration of the RFQ forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. District reserves the right to reject any RFP not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted RFPs shall be sent to all Proposers. ALL UNSIGNED RFPs SHALL BE REJECTED.
- 1.5. Submittal of a RFP shall mean that the Respondent has accepted the District Contract Documents in their entirety without exception.
- 1.6. When the individual members of the evaluation team have completed their evaluations, the entire team will meet to discuss and review the RFPs. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value RFP submitted for award. The District Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.
- 1.7. RFPs that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing that they are no longer under consideration.
- 1.8. All aspects of the evaluations of the RFPs and any discussions and/or negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation process.

2. RFP Evaluation Criteria and Scoring

2.1. Listed below is the point scale system by which RFP from responsible Respondents will be evaluated and ranked for determining any competitive range and to make any selection of a RFP for a potential award.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
Fee Structure	40
Qualifications & Experience	35
Staffing and Organization	25
Completeness of response, adherence to RFP instructions	20
TOTAL POSSIBLE POINTS	120

2.2. The balance of the evaluation criteria will be scored on the evaluator's assessment in the areas described in the Table above, based on the following system:

Exceptional: Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness, or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

Good to Superior: Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness, or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

Adequate: Minimally compliant with solicitation requirements; with errors, omissions, discrepancies, weakness, or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

Poor to Deficient: Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses, or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

Unacceptable: Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses, or risks. Proposals in this range will receive 0 to 59% of the points available for the category.