ORANGE UNIFIED SCHOOL DISTRICT

RFP 2021-0003
REQUEST FOR PROPOSALS
FOR
ENVIRONMENTAL CONSULTING SERVICES DISTRICT-WIDE

PROPOSAL DUE DATE
Friday, February 19, 2021 at 3:00pm PST

SUBMIT PROPOSALS TO
Jewelia Noriega
Contract Analyst – Purchasing
ORANGE UNIFIED SCHOOL DISTRICT
726 W. Collins Ave.
Orange, California 92867
Phone: 714.628.4440
Fax: 714.532.8054
The Orange Unified School District (District) is pleased to request a proposal from your firm for comprehensive Environmental Consulting Services. Services will relate to issues associated with asbestos, lead, microbial, etc., as outlined in the Statement of Work. All services must be fully compliant with all applicable requirements including all District and County of Orange policies and regulations, and all State and Federal laws.

Firms are strongly encouraged to submit any comments or exceptions to the Request for Proposal (RFP) materials including the anticipated basis of the agreement. It is anticipated that the agreement will commence in July 2021 and will be for an initial one-year term, followed by four (4) one year option terms, exercisable at the discretion of the District.

Please submit one (1) original and four (4) copies of the proposal.

Receipt of proposals is required on or before Friday, February 19, 2021 at 3:00PM PST

The proposal must be valid for District acceptance through April 30, 2021.

Proposals will be evaluated by a District evaluation committee utilizing the evaluation criteria in this RFP.

Please direct any written inquiries regarding this RFP via email to the attention of Jewelia Noriega, Contract Analyst at purchasing@orangeusd.org. General information regarding the District is available via the Internet at www.orangeusd.org or via the telephone at (714) 628-4440.

We appreciate your consideration regarding this RFP, and we look forward to receiving an excellent and competitive proposal from your firm.

Published: February 4 and February 11, 2021

Attachment 1, Statement of Work
Attachment 2, Information Required of Offeror
Attachment 3, Firm Proposal/Offer Form
Attachment 4, Non-collusion Affidavit
Attachment 5, Agreement for Environmental Consulting Services
BACKGROUND

The Orange Unified School District (District) is seeking proposals from professional and qualified firms to perform professional environmental consulting services for the performance of mandated 3-year reinspection and periodic 6-month surveillance, general environmental consulting services relating to asbestos, lead, microbial, etc., and various school modernization and rehabilitation projects. The consultant’s services shall include, but not be limited to five (5) primary tasks including: (1) A mandated 3-year reinspection; (2) 6-month periodic surveillance; (3) supplemental survey and sampling for asbestos containing building materials; (4) abatement plans and specifications; and (5) oversight and monitoring of abatement work.

Tentative School Board approval date is April 15, 2021. Anticipated start date is July 1, 2021.

INSTRUCTIONS AND CONDITIONS

I. DEFINITIONS:

a. As used herein, “RFP” means this Request for Proposal RFP 2021-0003 Environmental Consulting Services.
b. As used herein, “District” or “OUSD” mean the Orange Unified School District.c. As used herein, “Offeror” means Consultant submitting a proposal.d. As used herein, “Offer” means the Proposal and vice versa.e. As used herein, "Contract" means an Agreement and vice versa.

II. PREPARATION OF PROPOSALS:

a. Before submitting a proposal, each Offeror is expected to thoroughly examine the RFP including all attachments, Agreements and exhibits thereto and all other RFP documents and any RFP amendments. Failure to do so will be at the Offeror's risk and will not affect the offeror's obligation to perform if an Agreement is awarded pursuant to this RFP.
b. CONTENTS OF PROPOSAL
   An Offeror must submit an original proposal and four copies (5 total). All text within proposal shall be no smaller than 11-ponit font with margins of normal size. All proposals shall address the following items:
   i. Cover Letter, **maximum 2 pages**, stating the validity of the firm and irrevocable proposal/offer through and including **April 30, 2021**, and other appropriate items. The proposal must be signed on behalf of the offeror and must bear the signature of a person duly authorized to sign the proposal on behalf of the offeror and reference this RFP 2021-0003 Environmental Consulting Services and accept its terms and conditions, Attachments, Exhibits, Agreement, etc., or clearly and conspicuously indicate any exceptions.
   ii. Complete all pricing sections of Schedule of Fees, including the example scenarios for abatement work, indoor air quality, and testing for lead in
water.

iii. Complete all questions and submit with any proposal/offer, the Attachment 2 “Information Required of Offeror Form”. Please be advised that questions may be answered in other sections of the proposal if clearly and conspicuously identified.

iv. Execute and submit with any proposal/offer, the Attachment 3 “Firm Proposal/Offer Form”.

v. Execute and submit with any proposal/offer, the Attachment 4 “Non-collusion Affidavit Form”.

vi. DESCRIPTION OF FIRM – **Maximum 5 pages**, please provide a brief description of the firm, statement of interest and qualifications of the firm and personnel. Include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District.

vii. CONSULTANT’S PERSONNEL – **Maximum 3 pages**, submit resume(s) or profiles of the specific individual(s) who will be assigned to provide the requested services, including their specific qualifications and recent related experience providing similar services. Also submit copies of their professional certifications and/or licenses, as applicable.

viii. CAPACITY & METHODOLOGY – **Maximum 2 pages**, use this section to address the ability of the firm to undertake and accomplish the required scope of professional consultant services for which you are requesting consideration.

ix. PAST PERFORMANCE – **Maximum 2 pages**, description of past performances of similar service and related experience.

x. CUSTOMER SERVICE TO OUSD COMMITMENT – **Maximum 8 pages**, describe how the firm will provide service and fulfill the requirements and expectations of the District. Also provide identification and descriptions of Personnel to be assigned to the District Program. Provide a description of how services will be performed by Offeror. Each consultant is encouraged to provide additional information or description of resources the firm feels is pertinent to the RFP. Include letters of reference or testimonials. Include commitment to providing outstanding customer service, professional development/education of staff and total number and type of permanent employees.

xi. PROFESSIONAL CONSULTING SERVICE FEES – Using the attached Schedule of Fees section, provide a standard fee schedule for the specific tasks required by the scope of services and the scenarios provided. Fees should distinguish hourly rates, shift rates, costs per sample, etc., for each type of work as appropriate, and should qualify rates for regular, overtime,
and holiday work, if applicable. All rates must be inclusive of all costs, overhead, general administrative costs, mileage and travel, materials, labor, indirect and direct costs, fees, profit, etc. Be thorough and specific as this will form the pricing basis of any resultant contract.

xii. Provide a recent copy of your firm’s Reviewed Financial Statement.

c. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the DISTRICT, the information contained therein was intended to mislead the DISTRICT in the evaluation of the proposal.

d. The proposal submitted must not contain erasure, interlineation, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the DISTRICT will notify the Offeror that the proposal, as submitted, appears to contain errors and require the Offeror to correct the errors.

e. The DISTRICT reserves the right to award the Agreement as a result of the initial proposals received, or it may elect to conduct negotiations with those offerors as determined by the DISTRICT, to be within an acceptable competitive range, or to negotiate separately with any offeror when it is determined to be in the best interest of the DISTRICT. In addition, the District may request that Offerors provide a best and final offer. The District may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

f. The DISTRICT may request to meet with the Offeror’s authorized representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District staff or to its Board of Education.

g. The DISTRICT may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

h. All proposals and material submitted in response to this RFP shall becoming the property of the District and shall be considered a part of the Public Record.

i. After acceptance and award by the District, a contract between the successful firm and the District will be executed and will consist of the terms and conditions of this RFP 2021-0003 Environmental Consulting Services including the Agreement for Environmental Consulting Services,” and Attachment 1 “Statement of Work”.

III. EXPLANATIONS TO OFFERORS:

a. If an Offeror desires an explanation or clarification of any kind regarding this
RFP, the Offeror must make a written request. All questions regarding this proposal must be submitted by email by 4:00 PM (PST) on Thursday, February 11, 2021 to purchasing@orangeusd.org. Questions submitted after this time or from other than stated above will not be answered. Reference “Questions – RFP 2021-0003” in the subject line. The District will advise all Offerors known to have received a copy of the RFP of the explanation or clarification by formal RFP amendment as the District may, in its sole discretion, deem appropriate.

b. If an Offeror discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Offeror shall immediately notify the District in writing.

IV. AMENDMENTS: Offerors are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFP. All amendments will also be available at the District's website: https://www.orangeusd.org/departments/business-services/purchasing/bids. If, in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Offerors to prepare proposals, the District will change the due date deadline and notify all known Offerors in writing of the revised due date.

a. Offerors must acknowledge receipt of any and all RFP amendments. This shall be done by any one of the following means:
   i. In the cover letter or proposal.
   ii. By signing and returning a copy of the amendment.

b. Regardless of the delivery method employed by the Offeror, acknowledgement of receipt of amendments must be received by the District prior to the specified deadline for the submission of proposals. Failure to acknowledge in writing the receipt of any amendments may result in the rejection of Offeror's proposal.

V. VALIDITY OF FIRM PROPOSAL/OFFER: Each proposal/offer must be a firm irrevocable offer and remain open and valid for District acceptance through April 30, 2021.

VI. SUBMIT HARD COPY PROPOSAL: Telegraphic, facsimile, or electronic offers and modifications will NOT be considered.

VII. MODIFICATION OR WITHDRAWAL OF PROPOSAL: An Offeror may modify or withdraw a proposal after submission by written notice of withdrawal or by written notice of withdrawal and re-submission of a proposal provided that the proposal withdrawal is prior to the due date specified for submission of proposals.

VIII. LATE PROPOSALS: No proposal or proposal modification received after the due date will be considered.
IX. PROPOSAL EVALUATION AND AWARD:

a. The District will utilize proposal evaluation criteria generally consisting of:

- Qualifications and service capabilities (0-25 points)
- Experience and past performance (0-20 points)
- Quality of service/customer service (0-20 points)
- Cost (0-35 points)

Maximum Total Points = 100

b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District’s overall best interest to accept. Using the established criteria, the committee members will utilize a scale of 100 points to score the proposals. During the evaluation process, the District may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from an Offeror. The District, including its Board of Education, may request an Offeror to make a presentation and make itself available for an interview.

c. Subject to approval by the Board of Education, it is anticipated that a contract will be made with the Offeror whose proposal is determined by the District to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.

SCHEDULE OF FEES

Please indicate your firm’s normal business hours, and itemize, if applicable, in the Schedule of Fees the separate per hour charge for overtime, holiday, or after-hours costs.

<table>
<thead>
<tr>
<th>Pricing of Environmental Consultant Services per Task</th>
<th>Description of Service</th>
<th>Amount</th>
<th>Indicate Fixed Price, Per Hour, Per Sample</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 TASK 1 – EPA MANDATED 3-YEAR INSPECTION</td>
<td>Mandated 3 Year Reinspection</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.0 TASK 2 – 6-MONTH PERIODIC SURVEILLANCE</td>
<td>Mandated 6 Month Periodic Surveillance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.0 TASK 3 – SUPPLEMENTAL SURVEY AND SAMPLING FOR ASBESTOS-CONTAINING BUILDING MATERIAL (services provided to the District will be on an &quot;as needed&quot; and ordered basis)</td>
<td>$</td>
<td></td>
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<tbody>
<tr>
<td>4.0 TASK 4 – SURVEY AND SAMPLING FOR LEAD-BASED PAINT (services provided to the District will be on an &quot;as needed&quot; and ordered basis)</td>
<td>Visual inspection inside/outside including HVAC - <strong>Standard Job</strong></td>
<td>$</td>
<td></td>
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<tr>
<td></td>
<td>Visual inspection inside/outside including HVAC - <strong>Rush Job</strong></td>
<td>$</td>
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<tr>
<td></td>
<td>Using non-viable mold air cassettes, take 1-indoor and 1-outdoor air sample - <strong>Standard Job</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Using non-viable mold air cassettes, take 1-indoor and 1-outdoor air sample - <strong>Rush Job</strong></td>
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<tr>
<td></td>
<td>CO2 and Humidity Readings - <strong>Standard Job</strong></td>
<td></td>
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<td></td>
<td>CO2 and Humidity Readings - <strong>Rush Job</strong></td>
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<tr>
<td></td>
<td>Shipping samples to lab - <strong>Standard Job</strong></td>
<td>$</td>
<td></td>
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<tr>
<td></td>
<td>Shipping samples to lab - <strong>Rush Job</strong></td>
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<td></td>
<td>Provide complete report - <strong>Standard Job</strong></td>
<td>$</td>
<td></td>
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<td></td>
<td>Provide complete report - <strong>Rush Job</strong></td>
<td>$</td>
<td></td>
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<tr>
<td>5.0 TASK 5 – INDOOR AIR QUALITY INSPECTION AND TESTING (services provided to the District will be on an &quot;as needed&quot; and ordered basis)</td>
<td>SCENARIO #1: Inspect and test indoor air quality from a mold compliant in PORTABLE classroom</td>
<td>$</td>
<td></td>
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<tr>
<td></td>
<td>Visual inspection inside/outside including HVAC - <strong>Standard Job</strong></td>
<td>$</td>
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</tr>
<tr>
<td></td>
<td>Visual inspection inside/outside including HVAC - <strong>Rush Job</strong></td>
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<td></td>
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<td>Using non-viable mold air cassettes, take 1-indoor and 1-outdoor air sample - <strong>Rush Job</strong></td>
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<tr>
<td></td>
<td>CO2 and Humidity Readings - <strong>Standard Job</strong></td>
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<tr>
<td></td>
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<td></td>
<td>Shipping samples to lab - <strong>Standard Job</strong></td>
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<td></td>
<td>Shipping samples to lab - <strong>Rush Job</strong></td>
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<td></td>
<td>Provide complete report - <strong>Standard Job</strong></td>
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<td></td>
<td>Provide complete report - <strong>Rush Job</strong></td>
<td>$</td>
<td></td>
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<tbody>
<tr>
<td>6.0 TASK 6 – HAZARDOUS MATERIALS ABATEMENT PLANS AND SPECIFICATIONS (services provided to the District will be on an &quot;as needed&quot; and ordered basis)</td>
<td></td>
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<tr>
<td>7.0 TASK 7 – OVERSIGHT AND MONITORING OF ABATEMENT WORK (services provided to the District will be on an &quot;as needed&quot; and ordered basis)</td>
<td></td>
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<tr>
<td>SCENARIO #2: 1,000 sq. ft. of Asbestos FLOOR TILE Removed, total removal time = 8 hours</td>
<td>Oversee Job = 4 hours - Standard Job</td>
<td>$</td>
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<td></td>
<td>Oversee Job = 4 hours - Rush Job</td>
<td>$</td>
<td></td>
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<tr>
<td></td>
<td>Collection of 1-outdoor air sample during abatement - Standard Job</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Collection of 1-outdoor air sample during abatement - Rush Job</td>
<td>$</td>
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<tr>
<td></td>
<td>Collection of clearance air samples - Standard Job</td>
<td>$</td>
<td></td>
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<tr>
<td></td>
<td>Collection of clearance air samples - Rush Job</td>
<td>$</td>
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<tr>
<td></td>
<td>After clearance received meet contractor - Standard Job</td>
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<td></td>
<td>After clearance received meet contractor - Rush Job</td>
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<td></td>
<td>Provide complete report - Standard Job</td>
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<td></td>
<td>Provide complete report - Rush Job</td>
<td>$</td>
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<tr>
<td>8.0 TASK 8 – TEST LEAD IN WATER (services provided to the District will be on an &quot;as needed&quot; and ordered basis)</td>
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</thead>
<tbody>
<tr>
<td>SCENARIO #3: Test lead in DRINKING FAUCET water</td>
<td>Collection of three (3) water samples - <strong>Standard Job</strong></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Collection of three (3) water samples - <strong>Rush Job</strong></td>
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<tr>
<td></td>
<td>Shipping samples to lab - <strong>Standard Job</strong></td>
<td>$</td>
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<td></td>
<td>Shipping samples to lab - <strong>Rush Job</strong></td>
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<tr>
<td></td>
<td>Provide complete report - <strong>Standard Job</strong></td>
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<td></td>
<td>Provide complete report - <strong>Rush Job</strong></td>
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</tbody>
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**MISCELLANEOUS - Other Fees**

*Note: District does not pay for mileage*

<table>
<thead>
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GENERAL SCOPE OF ENVIRONMENTAL CONSULTING SERVICES

The Consultant’s services shall include, but not be limited to, general environmental consulting services relating to asbestos, lead, microbial, etc., including seven primary tasks consisting of: (1) An EPA mandated 3-year re-inspection; (2) 6-month periodic surveillance; (3) supplemental survey and sampling for asbestos-containing building materials; (4) survey and sampling for lead-based paint; (5) indoor air quality inspection and testing; (6) hazardous materials abatement plans and specifications; and (7) oversight and monitoring of abatement work as summarized below. Other customary and related services may be ordered by the District.

1.0 TASK 1 – EPA MANDATED 3-YEAR INSPECTION

The District is required by current EPA regulations (Asbestos Hazard Emergency Response Act 40 CFR 763; AHERA) to complete a 3-year re-inspection in Winter 2023. The re-inspection is to be conducted, as a minimum, by a currently accredited EPA Building Inspector that is also certified by Cal/OSHA as a Site Surveillance Technician (SST). All work inspection and assessment will be under the supervision of a currently accredited EPA Management Planner that is also certified by Cal/OSHA as a Certified Asbestos Consultant (CAC).

1.1 In order to minimize the disturbance of the building occupants, all on site investigative testing, sampling analysis and other work shall be done during school breaks or outside normal District business hours, between 4:00 PM and 7:00 AM or on weekends, District holidays or District mandatory time off days.

1.2 To complete the 3-year re-inspection, the Consultant will timely provide all professional asbestos consulting services necessary for completing the following:

1.2.1 Review all relevant records and appropriately advise the District, including but not limited to:
   i. Previous Inspection Reports
   ii. Periodic Surveillance Reports
   iii. Maintenance and Operations Work
   iv. Response Actions
   v. Initial and Additional Cleaning
   vi. Fiber Release Episodes
   vii. Employee Training
   viii. Notifications: Original, Annual and Incidental

1.2.2 Re-inspect all buildings owned, leased or otherwise used by the District as required by 40 CRF 763.85(b). District sites are listed on Exhibit A attached hereto.

1.2.3 Assess all Asbestos Containing Building Material (ACBM) found during the re-
inspection in accord with the accepted Environmental Protection Agency (EPA) decision tree (algorithm).

1.2.4 Sample, and have analyzed, any previously unknown suspect ACBM or material previously assumed to be ACBM for which the District now wishes to have a positive determination. The samples will be analyzed at unit cost per the attached Schedule of Fees.

1.2.5 Update or correct existing listings of ACBM.

1.2.6 Amend Management Plan to reflect the conditions found at the time of inspection.

1.2.7 Make recommendations about correction of any missing documents in the records.

1.2.8 Recommend in writing any other actions that may be necessary to bring the District into compliance with 40 CFR 763 including advising the District regarding how it should apprise its own employees of asbestos related site conditions and the appropriate format for such.

1.2.9 Consultant shall supply four (4) copies of each school’s 3-Year Re-inspection report. The format of the report shall meet all of the requirements of:

   i. National Emission Standards for Hazardous Air Pollutants (NESHAP)
   ii. South Coast Air Quality Management District (SQAQMD)
   iii. California Division of Occupational Safety and Health (DOSH)
   iv. Cal/OSHA requirements for Certified Asbestos Consultants (CAC) and Site Surveillance Technicians (SST)

2.0 TASK 2 – 6-MONTH PERIODIC SURVEILLANCE

The District is required by current EPA regulations (Asbestos Hazard Emergency Response Act 40 CFR 763; AHERA) to complete a periodic surveillance every 6 months following a 3-year re-inspection. The anticipated surveillance is scheduled for Summer 2021. The periodic surveillance is to be conducted, as a minimum, by a currently accredited EPA Building Inspector that is also certified by Cal/OSHA as Site Surveillance Technician (SST). All work inspection and assessment will be under the supervision of currently accredited EPA Management Planner that is also certified by Cal/OSHA as a Certified Asbestos Consultant (CAC).

2.1 In order to minimize the disturbance of the building occupants, all on site investigative testing, sampling analysis and other work shall be done during school breaks or outside normal District business hours, between 4:00 PM and 7:00 AM or on weekends, District holidays or other District mandatory time off days.

2.2 To complete the periodic surveillance the consultant will provide all professional asbestos consulting service necessary for completing the following:

   2.2.1 Review all relevant records and advise the District, including but not limited to:
i. Previous Inspection Reports
ii. Periodic Surveillance Reports
iii. Maintenance and Operation Work
iv. Response Actions
v. Initial and Additional Cleaning
vi. Fiber Release Episodes
vii. Employee Training
viii. Notifications: Original, Annual and Incidental

2.2.2 Re-inspect all buildings owned, leased or otherwise used, by the District as required by 40 CFR 763.85(b). District sites are listed on Exhibit A attached hereto.

2.2.3 Assess all ACBM found during the re-inspection in accord with the accepted EPA decision tree (algorithm).

2.2.4 Update or correct existing listings of ACBM.

2.2.5 Amend Management Plan to reflect the conditions found at the time of the periodic surveillance.

2.2.6 Make recommendations about correction of any missing documents in the records.

2.2.7 Recommend any other actions that may be necessary to bring the District into compliance with 40 CFR 763.

2.2.8 Consultant shall supply four (4) copies of each 6-month periodic surveillance report. The format and the content of the report shall meet all of the requirements of:

   i. National Emission Standards for Hazardous Air Pollutants (NESHAP)
   ii. South Coast Air Quality Management District (SQAQMD)
   iii. California Division of Occupational Safety and Health (DOSH)
   iv. Cal/OSHA requirements for Certified Asbestos Consultants (CAC) and Site Surveillance Technicians (SST)
   v. Orange Unified School District

3.0 TASK 3 – SUPPLEMENTAL SURVEY AND SAMPLING FOR ASBESTOS-CONTAINING BUILDING MATERIAL

3.1 In order to minimize the disturbance of the building occupants, all on site investigative testing, sampling analysis and other work shall be done during school breaks or outside normal District business hours, between 4:00 PM and 7:00 AM or on weekends, District holidays or other District mandatory time off days.

3.2 To complete the supplemental survey and sampling the Consultant will timely provide all professional services necessary, including but not limited to:

   3.2.1 Review of existing asbestos survey reports on file with the District.
3.2.2 Walk through each site to determine and identify types of homogeneous materials.

3.2.3 Collect and analyze samples of previously assumed asbestos containing building materials, as needed to identify all asbestos materials in preparation for future modernization and rehabilitation projects.

3.2.4 Sampling protocol shall be as outlined in the Asbestos Hazard Emergency Response Act with Asbestos Hazard Emergency Act (AHERA) Regulation (40 CFR 763.86) and analyzed in compliance with 40 CFR 763.86.

3.2.5 It is preferred by the District to utilize a lab currently accredited by the National Institute for Standards and Technology (Lab Code #200037) under the National Voluntary Laboratory Accreditation Program (NVLAP) shall analyze bulk samples. If the Consultant does not utilize Lab Code #200037, a substituted certified laboratory may be approved at the District’s discretion. Polarized Light Microscopy shall analyze the samples with dispersion staining (PLM/ds) following the "Interim Method for Determination of Asbestos in Bulk Insulation Samples, (EPA 600/R-93/116). This is the Environmental Protection Agency (EPA) approved method for detection of asbestos in building materials. Samples found to contain trace amounts (<1% asbestos) will be analyzed by either TEM analysis or Point Counting (including Gravimetric Reduction), if needed as required by the National Emissions Standard for Hazardous Air Pollutants (NESHAP) to verify asbestos content.

3.2.6 The Consultant shall prepare a 3-month preliminary and final site investigation report. These reports will include, for each site, a summary of identified known and previously assumed asbestos containing materials, present location, description of each identified material, the estimated quantity, condition at time of the inspection, and recommended response action.

3.3 It is the additional responsibility of the Consultant to:

3.3.1 Protect landscaping utilities, equipment, furnishings, structures, occupants and the public. If the District finds the Consultant is at fault for any site damages, the Consultant shall repair any damage, and the District shall approve all repairs.

3.3.2 Move any fixtures and furniture necessary to gain access to test areas. Return fixtures and furniture to their original positions immediately. The Consultants work shall not obstruct District staff, students or the public during normal District business hours.

3.3.3 Field verify the location of all utilities and protect all utilities for damage.

3.3.4 Repair, patch, paint, and restore the area tested to their original conditions.

3.3.5 Control dust and debris in accordance with all applicable regulatory requirements, protect District equipment from dust debris and damage, prevent false fire alarms, and avoid damaging smoke detectors alarms and security system alarms.

3.3.6 Consultant shall assure a contamination free workplace upon completion of testing.
3.4 Deliverables:

3.4.1 Consultant shall timely provide four (4) copies of each school's supplemental asbestos survey. The format and content of the report shall meet all the requirements of:

i. National Emission Standards for Hazardous Air Pollutants (NESHAP)
ii. South Coast Air Quality Management District (SCAQMD)
iii. California Division of Occupational Safety and Health (DOSH)
iv. Cal/OSHA requirements for Certified Asbestos Consultants (CAC) and Site Surveillance Technicians (SST)
v. Orange Unified School District

Additionally, the report should identify each sample (numbered) and the location from which it was taken on school plot plans (provided by the District), and detailed drawings to be provided by the Consultant. Homogeneous materials will be identified as to their exact location and condition. The Consultant shall describe the location of each sample collected for future reference by the District. The report will provide conclusions and recommendations for maintenance, removal, handling and disposal of asbestos containing materials. It will also provide the associated estimates for abatement costs for the identified asbestos containing materials in the area of work including unit prices for each type of component requiring abatement. All reports will also be provided on current computer discs.

4.0 TASK 4 – SURVEY AND SAMPLING FOR LEAD-BASED PAINT

4.1 In order to minimize the disturbance of the building occupants, all on site investigative testing, sampling analysis and other work shall be done during school breaks or outside normal District business hours, between 4:00 PM and 7:00 AM or on weekends, District holidays or other District mandatory time off days.

4.2 The Consultant will timely provide a complete lead-based paint survey of all visible and accessible painted materials to be impacted by the projects scope of work. The Consultant will utilize California DPH Certified Lead Inspector/Assessors to perform the specified work.

4.3 To complete the lead-based paint survey and sampling the Consultant will provide all professional services necessary, including but not limited to:

4.3.1 Review any existing lead survey and sampling reports on file with the District.

4.3.2 Visually inspect and assess the condition of painted surfaces at the project site.

4.3.3 Collect and analyze sample data and/or bulk materials with the potential to be lead-containing.

4.3.4 The sampling protocol for the identification of lead-based paint will involve the use of an X-ray Fluorescence (XRF) Device in accordance with the modified Department of Housing and Urban Development (HUD) guidelines, as set by CFR 200 Housing and Urban Development, which applies to real estate transaction screening for HUD and
Non-HUD properties.

4.3.5 Lead sampling shall be provided based on the 1997 HUD regulations. The most widely accepted action level for lead-based paint is 1.0 milligram per square centimeter (mg/cm²), as established by HUD and adopted by the US Environmental Protection Agency (EPA). Those painted surfaces in excess of 1 mg/cm² shall be reported as lead-based paint. Those surfaces and/or components with readings defined as inconclusive, in accordance with the EPA/HUD "XRF Performance Characteristics Sheet", dated August 24, 1995, will require confirmation. In the instances where an inconclusive reading occurs in an area scheduled for demolition, bulk paint scrapes samples will be collected and analyzed. These samples will be submitted under chain of custody procedures for analysis by atomic absorption spectroscopy (AAS). The confirmation results will also allow for identification of lead-based paint content for comparison with OSHA Construction Industry Standard 29 CFR 1926.62.

4.3.6 The Consultant shall prepare one final site investigation report presented building-by-building of the project site. This report will include a summary of any identified and confirmed lead-based paints that the District may already be aware of.

4.4 It is the additional responsibility of the Consultant to:

4.4.1 Protect landscaping, utilities, equipment, furnishings, structures, occupants and the public. The Consultant shall repair and damage.

4.4.2 Move any fixtures and furniture necessary to gain access to test areas. Return all fixtures and furniture to their original positions immediately. The Consultant's work shall not obstruct District staff, students, or the public during normal District business hours.

4.4.3 Field verify the location of all utilities and protect all utilities from damage.

4.4.4 Repair, patch, paint, and restore the area tested to their original conditions.

4.4.5 Control dust and debris in accordance with all applicable regulatory requirements. All District equipment shall be protected from dust, debris and damage. Prevent false fire alarms, smoke detector alarms and security system alarms. Assure a contamination free workplace upon completion of the testing.

4.5 Deliverables:

4.5.1 The Consultant shall timely provide four (4) copies of each lead-based paint survey and sampling report. The format and content of the report shall meet all the requirements of:

   i. National Emission Standards for Hazardous Air Pollutants (NESHAP)
   ii. California Division of Occupational Safety and Health (DOSH)
   iii. Department of Housing and Urban Development (HUD)
   iv. State of California Department of Public Health requirements for Certified Lead Inspector/Assessors
   v. Orange Unified School District
Additionally, the report should identify the locations of lead-based paint on the site plot plan (provided by the District) and detailed drawings to be provided by the Consultant. The report will provide conclusions and recommendations for the removal, handling and disposal of lead-based paints. It will also provide the associated estimates of abatement costs for the identified lead-based paints in the area of proposed project work.

5.0 TASK 5 – INDOOR AIR QUALITY INSPECTION AND TESTING

5.1 In order to minimize the disturbance of the building occupants, all on site investigative testing, sampling analysis and other work shall be done during school breaks or outside normal District business hours, between 4:00 PM and 7:00 AM or on weekends, District holidays or District mandatory time of days.

5.2 Indoor air quality inspections and testing may include, but is not limited to, airborne and surface irritants and contaminant such as molds, bacteria, volatile organic compounds, and carbon dioxide.

5.3 The Consultant shall visually inspect the area of concern, including areas suspected of contributing to the air quality of the area or room in question. This may include, but is not limited to, attic spaces, HVAC equipment rooms, air ducts, and make-up air sources.

5.4 The Consultant shall utilize techniques for sampling and testing as outlined in: the ACGIH publication "Bioaerosols: Assessment and Control", the AIHA publication "Field Guide for the Determination of Biological Contaminants in Environmental Samples", the JICRC publication S520, and the New York City Department of Health publication "Guidelines on Assessment and Remediation of Fungi in Indoor Environments".

5.5 The Consultant will timely provide the District with one (1) copy of a report documenting the type of sampling technique employed, locations and results of sample data collected, and conclusion and recommendations for any remedial action.

6.0 TASK 6 – HAZARDOUS MATERIALS ABATEMENT PLANS AND SPECIFICATIONS

6.1 The Consultant shall develop detailed Hazardous Abatement Plans and Specifications for hazardous materials identified for abatement, including but not limited to asbestos, lead, and mold prior to renovation and remodeling activities at each work site. These specifications shall meet or exceed all federal, state, local and District requirements for removal, transportation, and disposal of affected materials.

6.2 Utilize the field survey results and analysis from existing and supplemental hazardous materials reports in preparation of plans and specifications for those areas requiring abatement.

6.3 The Consultant shall timely submit the plans and specifications for each work site in draft form to the District for comments, revision, and approval.

6.4 The Consultant shall incorporate the Districts comments or changes into the final plan and
6.5 The District will furnish the specification front end, including but not limited to contract forms, instructions, and invitations to bid, bonding requirements, general and supplemental conditions.

6.6 The Consultant shall timely provide to the District four (4) copies of each sites final abatement documents, including plans and specifications. Plans shall consist of detailed drawings specifying locations of identified materials and/or components scheduled for abatement.

7.0 TASK 7 – OVERSIGHT AND MONITORING OF ABATEMENT WORK

7.1 Bidding Phase
   7.1.1 The Consultant will assist the District in establishing dates for abatement projects; participate in bid analysis as requested by the District, recommendation of award arid notice to proceed in a timely manner.
   
   7.1.2 The Consultant will assist the District with a pre-bid job walk at each phase of every project at any school site to allow prospective bidders to verify the scope of abatement work and existing site conditions. Included in this task is a meeting with the District's architect/engineer to discuss any particular details related to the construction plans and specifications, work methods and procedures, the sequence of work and to answer any questions related to these items.
   
   7.1.3 The Consultant will issue and submit to the District all addenda as needed for clarification of asbestos abatement plans and specifications and final scope of work and/or the adjusted quantities and locations of materials requiring abatement.

7.2 Pre-Construction Meeting
   7.2.1 The Consultant will participate in every pre-construction meeting with abatement contractors as requested by the District. The purpose of the meeting is to re-familiarize all related parties with the site and the materials to be removed.

7.3 Hazardous Materials Abatement Oversight
   7.3.1 This task includes the Consultant’s oversight during the abatement activities with each applicable building on every school site. The Consultant will provide transportation of all equipment, and staff to complete the third-party oversite for the duration of the abatement work.
   
   7.3.2 The Consultant will serve as the District representative before and during abatement work to ensure compliance of the following with the contract document and applicable regulations.
   
   i. Review and approve contractor's abatement submittals.
   ii. Air sampling of appropriate areas of the buildings for the duration of the project.
   iii. Ensure abatement work is conducted and completed.
   iv. Perform visual clearance of abated areas of each work area prior to collection of clearance samples.
v. Provide final air and/or surface clearance sampling and analysis as necessary.
vi. Assist in managing a timely and cost-efficient abatement project.
vii. Provide field verification, evaluation, and recommendation with regard to any potential change orders.
viii. Attend weekly construction progress meetings during abatement work.

7.3.3 Consultant will provide air monitoring to include baseline (background) air sampling before the start of the abatement work and perimeter area sampling outside the designated work areas during the abatement work. Included with the air monitoring will be regular observation of the contractor’s abatement work practices, a comprehensive record file and field notes will also be maintained, listed any improper practices noted by the Consultant. Any breach of health or safety procedures will be documented, and the appropriate actions taken by the Consultant.

7.4 Final Clearances (Asbestos, Lead, and Fungal)

7.4.1 Asbestos: Consultant will perform final air clearance sampling using aggressive procedures followed by Transmission Electron Microscopy (TEM) analysis, where necessary, in accordance with the Hazardous Materials Abatement Specification and/or the AHERA Protocol. When the work areas where the abated material quantity does not exceed 160 square feet or 260 linear feet, the Consultant may perform final air clearance sampling and analysis by Phase Contrast Microscopy (PCM).

7.4.2 Lead: Consultant will perform surface wipe sampling following the removal of lead-containing materials to establish final clearance.

7.4.3 Fungal: Final clearance of the work area will be determined by air samples using non-viable spore traps in conjunction with tape samples. Typically, the work area will be considered clean when the sample results are comparable to those found in an outdoor sample taken at the same time.

7.5 Re-Testing of Failed Tests

7.5.1 The consultant shall include in the abatement documents that the cost for the re-testing due to failed tests shall be borne by the contractor. The District will reimburse the Consultant and DEDUCT all re-testing costs from the contractor’s payments as credit change orders.

7.6 Final Close-Out Report

7.6.1 The consultant will submit a report to the District which will incorporate abatement documentation which includes all daily logs of each project’s activities at every school site; copies of all permits; bills of lading; manifests; disposal forms and receipts; and operations summary. The Site Close-out Report will be signed by a Cal/OSHA Certified Asbestos Consultant for the asbestos projects, a California DPH Lead Inspector/Assessor for the lead projects.

8.0 TASK 8 – TEST LEAD IN WATER

8.1 In order to minimize the disturbance of the building occupants, all on site investigative
testing, sampling analysis and other work shall be done during school breaks or outside normal District business hours, between 4:00 PM and 7:00 AM or on weekends, District holidays or District mandatory time of days.

8.2 EPA recommends that schools conduct a 2-step sampling procedure to identify if there is lead in the outlet (e.g., faucet, fixture, or water fountain) or behind the wall (e.g., in the interior plumbing). These samples should be taken after an 8 to 18-hour stagnation period.

8.3 The Consultant shall collect at least three (3) water samples as per standard protocol.

8.4 It is preferred by the District to utilize a certified drinking water laboratory that is certified by the state or EPA for testing lead in drinking water for public water systems.

8.5 The Consultant will timely provide the District with one (1) copy of a report documenting the type of sampling technique employed, locations and results of sample data collected, and conclusion and recommendations for any remedial action.
## EXHIBIT A

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ATTACHMENT 2

INFORMATION REQUIRED OF OFFEROR

The Offeror shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to the Offeror’s firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.
SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

(2) Telephone: ______________ Facsimile: ______________

E-Mail Address: __________________________________________

Website Address: _________________________________________

(3) Type of firm: (check one)
   Individual ☐ Partnership ☐ Corporation ☐
   Subsidiary ☐ Government Entity ☐

(4) Names and titles of all principals/officers of the firm:

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(5) Please list any applicable certifications and licenses and the associated numbers:

____________________________________________________________________

____________________________________________________________________

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? ____________

   a. If Yes, give firm name, address and certification or license number.

      (i) Name __________________________________________

      (ii) Address _______________________________________

      (iii) License No. (if any) ____________________________
(7) How many years has your firm been in business under its present business name?

__________________________.

(8) How many years of experience does your firm have providing similar services?

__________________________.

(9) To how many public agencies has your firm provided similar services?

__________________________.

(10) Please list the public agencies, including School Districts, for which your firm has provided similar services:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

(11) Please attach a short history, maximum 1 page of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm’s most recent reviewed financial statement or other financial instruments that would establish your firm’s ability to complete its obligations under any agreement resulting from this RFP.

(13) Please attach, maximum 1 page or list below why your firm should be selected by the District to provide the solicited services.
SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? 

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years? 

(a) If Yes, provide details including the name of the other party:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? 

(a) If Yes, provide details:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? 

(a) If Yes, provide details:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(18) Does your firm maintain errors and omissions coverage? 

If so, please provide a current copy of the declaration page showing the maximum
liability or policy value.

(19) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws? ________.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide a redacted sample report that you have provided to a previous client under a similar agreement.

(21) Please provide any other information, maximum 3 pages that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

(22) The District would like to consider any enhancement to its environmental review program. Please provide suggestions, if any, maximum 2 pages that may enhance the District.

(23) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Are you aware of any potential actual or apparent conflict of interest which may arise in the event your firm is awarded a contract as a result of this RFP?

(a) If so, please describe and elaborate:


REFERENCES

(24) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:


(25) Each firm must include the following references:

(a) List at least four (4) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Offeror recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly.
Offeror, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Offeror or the Offeror’s performance of work.

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<tr>
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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Offeror is true and correct. Executed this ____ day of ____________, 202_, at __________________, State of ____________.

City, County

______________________________
Signature

______________________________
Print Name

______________________________
Title
ATTACHMENT 3

FIRM PROPOSAL/OFFER FORM

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to OUSD.

The Offeror hereby agrees that its proposal/offer is subject to all RFP 2021-0003 Environmental Consulting Services provisions, terms and conditions, attachments, agreements, exhibits, amendments and other applicable materials which are hereby incorporated by reference. Offeror agrees to promptly enter into a contract in substantial conformance with such RFP.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by OUSD for the period through and including April 30, 2021. The Offeror hereby agrees that if its proposal/offer is accepted by OUSD that it shall provide the Environmental Consulting Services in accordance with the RFP.

Full Legal Name of Offeror:_____________________________________________________

Address: _____________________________________________________________________

Name of Person Duly Authorized to Execute this Proposal/Offer: _____________________

Duly Authorized Signature:______________________________________________________

Title: _______________________________________________________________________

Date: _______________________________________________________________________

Telephone:_____________________________________________________________________

Facsimile: ___________________________________________________________________

Email:________________________________________________________________________
ATTACHMENT 4

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

State of California )  ss.
County of______________) ss.

__________________________, being first duly sworn, deposes and says
that he or she is _____________________, the party making the foregoing proposal, that the proposal is not made in the interest of,
or on behalf of, any undisclosed person, partnership, company, association,
organization, or corporation; that the proposal is genuine and not collusive or sham; that
the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a
false or sham offer, and has not directly or indirectly colluded, conspired, connived, or
agreed with any Offeror or anyone else to put in a sham proposal, or that anyone shall
refrain from proposing; that the Offeror has not in any manner, directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the proposal
price of the Offeror or any other Offeror, or to fix any overhead, profit or cost element of
the proposal price, or of that of any other Offeror, or to secure any advantage against
the public body awarding the contract of anyone interested in the proposed contract;
that all statements contained in the proposal are true; and, further, that the Offeror has
not, directly or indirectly, submitted his or her proposal price or any breakdown thereof,
or the contents thereof, or divulged information or data relative thereto, or paid, and will
not pay, any fee to any corporation, partnership, company, association, organization,
proposal depository, or to any member or agent thereof to effectuate a collusive or
sham proposal.

__________________________  
Signature of Offeror

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this ______day of_______, 202__.

__________________________  
Signature of Notary

[SEAL OF NOTARY]

__________________________  
Typed Name of Notary
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS ENVIRONMENTAL CONSULTING SERVICES AGREEMENT (the "Agreement"), made effective on July 1, 2021, in the County of Orange, State of California, by and between the ORANGE UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and ______________________________________, hereinafter referred to as "CONSULTANT."

WITNESSETH:

That DISTRICT and CONSULTANT, for the consideration stated herein, agree as follows:

1. This Contract is entered into pursuant to a competitive Request for Proposals (RFP) process under District issued RFP 2021-0003 as amended.

2. The CONSULTANT will act as an independent contractor performing the described tasks on an on-call basis as required by the DISTRICT.

3. **Contract:** The complete contract includes all of the contract documents, including the Request for Proposal and the attachments thereto, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4. **Terms and Conditions of Work:**

4.1 **RESPONSIBILITIES/QUALIFICATIONS/STATUS OF CONSULTANT**

a. The CONSULTANT represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this agreement to fully, cooperatively and adequately complete the Project(s). The CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The CONSULTANT further represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its professional calling. The CONSULTANT further represents...
that it shall keep all such licenses and approvals in effect during the term of this Agreement.

b. The DISTRICT retains the CONSULTANT on an independent contractor basis and the CONSULTANT is not an employee of the DISTRICT. Personnel performing the services under this Agreement on behalf of the CONSULTANT shall at all times be under the CONSULTANT's exclusive direction and control. The CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance for services and as required by law. The CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance and the like.

c. The CONSULTANT has been selected to perform the work services herein because of the skills and expertise of key individuals.

d. The CONSULTANT shall designate _________________________ as the CONSULTANT’s Primary Representative. So long as his/her performance continues to be acceptable to the DISTRICT, that person shall remain in charge of the project(s). Additionally, the CONSULTANT must furnish the names of all other key people in CONSULTANT's firm that will be associated with the project(s).

e. If any of the designated key people fail to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have ten (10) working days to remove that person from the project(s) and replace with one acceptable to the DISTRICT.

4.2 RESPONSIBILITIES OF DISTRICT

a. The DISTRICT reserves the right to employ other consultants in connection with the project(s), or to perform work related to the project(s) with the DISTRICT's own forces. If practicable, the DISTRICT will notify the CONSULTANT, in writing, if the DISTRICT believes such action is necessary.

b. The DISTRICT shall provide the CONSULTANT with documented project information in its possession including the necessary School Plot Plans and existing Asbestos Sample Reports, which may be necessary for the CONSULTANT's performance of the work. The DISTRICT shall designate a representative as the CONSULTANT's primary contact for all project information. The DISTRICT representative shall be responsible for examining all documents submitted by the CONSULTANT and shall make approvals, render decisions and provide additional information in a prompt and effective manner as required to support the project(s). The DISTRICT will provide payment for all approved and supported invoices, as provided for in this Agreement.
5. **Term:** The Agreement shall be for an initial one (1) year term followed by four (4) one-year option terms, exercisable at the sole discretion of DISTRICT, for a maximum term of five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein. The initial term of the Agreement shall commence on July 1, 2021 and, unless sooner terminated as specified herein, shall end on June 30, 2022. If DISTRICT decides to exercise one or more of the one-year option terms, such option shall be exercised by DISTRICT's issuance of a written extension thirty (30) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.

6. **Termination of Agreement:**
   a. This agreement may be terminated as a whole or in part as follows:
      b. DISTRICT may terminate this Agreement for convenience upon five (5) days prior written notice to the CONSULTANT.
      c. By mutual written consent of the parties.
      d. At any time with written notice to the other party on a material breach by the other party of any of the provisions hereof.
      e. The CONSULTANT shall be compensated for all work satisfactorily performed prior to the effective date of termination.

7. **Rates:** The fee schedule for environmental consulting services under this Agreement shall be as specified in Exhibit "B."

8. **Notices:** Any notices relevant to this Agreement may be served upon either the DISTRICT or the CONSULTANT, one to the other, by delivering such notice in writing by email confirmed or certified mail.

9. **Invoice Statement and Payment:**
   a. The amount to be paid to the CONSULTANT, shall be total compensation for all services and expenses incurred in the performance of the work described in this agreement.
   b. Total compensation due and to be paid for Services under this Agreement shall not exceed the fees based on the “Schedule of Fees”, Exhibit B attached hereto. Fair and reasonable compensation shall be provided for any additional services not identified in Exhibit B provided that such services are authorized in advance and in writing by the DISTRICT.
   c. Fully supported invoices for compensation shall be submitted in triplicate to the DISTRICT on a monthly basis identifying progress or work at each individual school site, in arrears, for services provided and expenses incurred during the
previous month. Within thirty (30) days of receipt of a detailed and fully supported invoice from the CONSULTANT, the DISTRICT shall review and pay all approved charges thereon. If the DISTRICT requires additional information or documentation to verify and approve the compensation request, the CONSULTANT shall promptly provide such information or documentation, and the payment period shall be extended by the number of days needed to provide such information or documentation.

d. There will be no reimbursable expenses such as travel or mileage.

e. Compensation due to CONSULTANT shall be calculated based on actual time spent and samples taken for each project(s) as shown in Exhibit B.

f. The CONSULTANT will maintain a computerized account of actual costs incurred for every line item performed for each individual project(s). This information shall be submitted on a monthly basis along with CONSULTANT’s invoices. The computerized account will be compatible with the DISTRICT’s current Windows based technology.

g. Compensation provided for additional services not identified in Exhibit B shall be calculated based on the CONSULTANT’s proposal for any additional services and the DISTRICT’s prior approval of such proposal.

10. **Damage and Repairs:** CONSULTANT shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of its operations. Should CONSULTANT fail to make the necessary repairs promptly and to the satisfaction of DISTRICT, DISTRICT may have the repairs made and invoice CONSULTANT or deduct the cost of such repairs from payments due CONSULTANT.

11. **Insurance:**

   a. During the entire term of this Agreement, CONSULTANT shall obtain and pay for all insurance required herein. The CONSULTANT shall, prior to commencement of Services, furnish the DISTRICT with properly executed certificates of insurance and endorsements, which clearly evidence all insurance required under this Agreement. The certificates of insurance shall contain a provision, if available, that coverage afforded under this policies will not be cancelled until at least thirty (30) days written notice has been given to the DISTRICT.

   i. Comprehensive General Liability insurance with respect to the services provided under this Agreement with coverage of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. The insurance certificate shall name DISTRICT as an additional insured.

   ii. Professional Liability insurance with coverage of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

   iii. Automobile insurance and liability insurance for death, bodily
injury and property damage with coverage of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

iv. Worker's compensation insurance for CONSULTANT's employees and agents as required by law. Concurrent with this Agreement, CONSULTANT shall also submit to DISTRICT a fully-executed Workers' Compensation Certificate in the form included herein as Exhibit “C.”

b. The required policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the required coverage shall be provided to DISTRICT prior to performing any services under this Agreement. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance without first giving DISTRICT's Purchasing Department, thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, CONSULTANT agrees to immediately provide DISTRICT with true and correct copies of all new or revised certificates of insurance.

12. **Indemnification:** CONSULTANT shall indemnify and hold harmless DISTRICT, its Board of Education, officers, employees, and agents from any and all claims, demands, losses, liability for injury to or death of any person, damage to any property, suits or judgments to which DISTRICT and/or CONSULTANT may be subjected, including expenses of litigation, court costs, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONSULTANT or its officers, employees, or any other agent acting pursuant to and performing under this Agreement. CONSULTANT, however, shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified. CONSULTANT, at CONSULTANT's own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONSULTANT or its officers, employees, or any other agent acting pursuant to and performing under this Agreement that may be brought or instituted against DISTRICT, its Board of Education, officers, employees or agents, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its Board of Education, officers, employees or agents in any such action, suit or other proceedings as a result thereof.

13. **Changes to the Agreement:** This Agreement may be changed or amended by written, mutual consent of the DISTRICT and the CONSULTANT, except that the DISTRICT may affect and order unilateral changes for administrative reasons and changes in the law. No alteration or variation of the terms of this Agreement shall be valid unless made in writing. No oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

14. **Dispute Resolution:**
   a. **Mediation:** The parties agree that all claims, disputes or controversies
between the parties arising out of or relating to this agreement, or breach thereof, (“Claim”) shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen (15) days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiated in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

b. Arbitration: In the event that a Claim remains unresolved after mediation, pursuant to the Public Contract Code section 22200, et seq., the Claim shall be decided by binding arbitration in accordance to Public Contract Code sections 10240-10245.41 and the implementing regulations contained in Title 1 of the California Code of Regulations then in effect. The hearing in any arbitration under this provision shall be held in the county where the DISTRICT awarding this contract maintains its principal offices.

15. Time Schedule: Time is of the essence in the performance of services under this agreement.

a. The CONSULTANT shall begin its services for tasks upon receipt of a notification from the DISTRICT that will be issued in advance and prior to start of each task, and shall complete the work in a timely and proper manner, as requested by the DISTRICT.

b. The CONSULTANT shall diligently complete all tasks in cooperation with the asbestos abatement contractors, the Architect/Engineer, other DISTRICT contractors and the DISTRICT.

c. The CONSULTANT shall deliver preliminary reports as requested and both the abatement clearance and final report document to the DISTRICT as soon as the abatement work is completed for every phase(s) of each project at any school site. The CONSULTANT shall post clearance notifications conspicuously.

d. The asbestos abatement work may be phased for the Modernization project(s). Asbestos abatement work may require work after school hours, weekends and/or holidays. As result, some overtime/weekend/holiday work may be required based on the contractor’s work. The CONSULTANT shall coordinate all work with the abatement contractor and facilitate the contractor’s work schedule to expedite the abatement progress and completion.

e. The CONSULTANT shall be prepared to provide environmental consulting services on an as-needed basis, for the duration of the project(s), including, but not limited to: emergency response; additional material sampling and analysis; and any other project participation. These activities will be charged on a time and materials basis as itemized in the "Schedule of Fees," Exhibit B.

f. The CONSULTANT services will be on an on-call basis. The
CONSULTANT shall perform any services at the school site(s) as requested by the DISTRICT in accordance with this agreement.

  g. Only the DISTRICT's authorized representatives have the authority to request services of the CONSULTANT.

  h. Unless otherwise agreed in advance and authorized by the DISTRICT all requests for services must be in writing and must be emailed to the CONSULTANT's office a minimum of 24 hours in advance. In the event of an emergency, the CONSULTANT will respond as soon as possible.

  i. CONSULTANTS, personnel and technicians will check in with authorized representatives of the DISTRICT upon arriving at a school site and prior to leaving.

  j. Invoices, along with budget status on a format approved by the DISTRICT, will be sent on a monthly basis for approval and payment. All invoices will be fully supported and detailed as requested by the DISTRICT.

  k. Separate files shall be kept to separate charges between those that should be invoiced to the DISTRICT and those that are the contractor's responsibility due to re-testing of failed tests. Invoices shall be sent on a monthly basis to the DISTRICT to the attention of the Maintenance and Operations Department, 726 West Collins, Orange, CA 92867.

  16. **Fingerprinting Certification:** Concurrent with the execution of this Agreement, CONTRACTOR and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit "D," certifying that CONTRACTOR has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

  17. **Default and Termination:** Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten (10) days from and after written notice thereof, the non-breaching party may, at its option, terminate this Agreement by giving the other party written notice thereof.

  18. **Amendments:** No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

  19. **Assignment:** This Agreement or any interest of CONSULTANT herein shall not at any time, be assigned or transferred by CONSULTANT, without the prior written consent of DISTRICT. The parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.
20. **Severability:** If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

21. **Notices:** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by confirmed facsimile transmission or United States registered mail, return receipt requested, postage prepaid and addressed as follows:

**CONSULTANT:**

_______________________________

_______________________________

_______________________________

**DISTRICT:**

Orange Unified School District
Attn: Purchasing Department
726 W. Collins Ave.
Orange, CA 92867

Either party may change its address or contact person by giving notice to the other party.

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

23. **Records:** All non-propriety reports, drawings, renderings, or other documents or materials prepared by the CONSULTANT hereunder are the property of the DISTRICT. The DISTRICT shall have the right to obtain for its record copies of all materials, which shall be prepared by the CONSULTANT under this Agreement.

24. **Signature:** This Agreement must be signed in the name of CONSULTANT and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONSULTANT is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) 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 Officials"); or (2) 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 (3) 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 Agreement. Such document shall include the title of the signatory below the signature and shall bear the corporate seal. If CONSULTANT is a joint venture or partnership, there shall be submitted with the Agreement, 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 the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

25. **Governing Law:** This Agreement shall be governed by the laws of the State of California, and constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to this Agreement.

26. **Entire Agreement and Termination of All Prior Agreements:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all previous agreements and understandings, whether oral or written, between the parties, including purchase orders, are hereby terminated and cancelled in their entirety and are superseded by this Agreement.

27. **Waiver:** The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained herein.

28. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the undersigned are authorized representatives of each of the parties and they acknowledge that this Agreement has been reviewed and accepted as indicated by their signatures below:
DISTRICT: ORANGE UNIFIED SCHOOL DISTRICT

By: ______________________________
Name: David A. Rivera
Title: Assistant Superintendent/CBO
Date: ____________________________

CONSULTANT: ____________________________

By: ______________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

By: ______________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

Attachments:
Exhibit A – District School Calendar and Schedule
Exhibit B – Schedule of Fees
Exhibit C – Workers’ Compensation Certificate
Exhibit D – Fingerprinting Certification
# EXHIBIT A
## DISTRICT SCHOOL CALENDAR AND SCHEDULE

### 2020/2021 CLASSIFIED WORK CALENDAR
183 DAYS OF SERVICE
12 HOLIDAYS

**First Day of Service:** August 17, 2020 - **Last Day of Service:** June 10, 2021

**Work Days (Shaded with color)**
**Service Not Required (Underlined)**
**Holiday (Bold Outline Box/Shaded Gray)**

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**Position:** 9.5 Month Classified Positions
**Calendar #2004**

Rev. 12/3/19

183
EXHIBIT B
SCHEDULE OF FEES
EXHIBIT C
WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700

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

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

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

(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 require 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 this contract.
(Consultant Name)

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 District prior to performing any work under this contract.)

NOTE: If consultant is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 24 of this Environmental Consulting Services Agreement; and if consultant is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.
EXHIBIT D

FINGERPRINTING CERTIFICATION

To the Governing Board of the Orange Unified School District

I______________________________, acknowledge and certify as follows:

(Name of Consultant)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.

3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).

4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at ____________________________, California, on _____/_____/_____

______________________________           ________________________________
Typed or printed name                Address

______________________________           ________________________________
Title                                Telephone Number

Signature
NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.