



**REQUEST FOR QUALIFICATIONS  
#1314-04**

**MATERIAL TESTING AND SPECIAL INSPECTION CONSULTING  
SERVICES**

(8/2013)

By way of this Request for Qualifications (“RFQ”), the Rancho Santiago Community College District (“District”) intends to pre-qualify a limited number of full-service consulting firms (each, a “Consultant”) to provide Material Testing and Special

Inspection Consulting Services for various New Construction and various facilities improvement projects ("Projects") for, and on behalf of the District. It is the District's intent that the RFQ process will enable the District to streamline the process by which Consultants are selected to perform work for the District, which should expedite the acquisition of needed services to the District.

The purpose of this RFQ is to obtain information that will enable the District to select a limited number of pre-qualified. Division of the State Architect Accepted Testing laboratories (herein "Material Testing and Special Inspectors") that can assist the District by providing services in support of the construction projects, such as reconstruction, modernization, alterations, new construction projects and/or the development of district-wide standards for design, equipment and maintenance specifications. The total value of work for a project may range from thousands to millions of dollars. Each Consultant responding to this RFQ should be prepared and equipped to provide full service to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

If your firm is interested in performing Material Testing and Special Inspection for various facilities improvement projects and such related work, on behalf of the District, please submit to the District a detailed summary of your firm's qualifications in accordance with this RFQ/RFP. The deadline for receipt of all materials responsive to this Statement of Qualifications ("SOQ") in accordance with this RFQ/RFP. The deadline for receipt of all materials responsive to this RFQ/RFP is **Tuesday, September 10 at 11:00 a.m.** (the "Response Deadline"). Note that Responses delivered after the Response Deadline may not be considered. SOQs will be date stamped to record receipt thereof. The SOQs may be mailed or delivered in person during normal business hours, which are 8:00 a.m. to 4:00 p.m., Monday through Friday. Delivery of SOQs is the sole responsibility of the Consultant. All SOQs must be signed and become the property of the District. The address for submission of the SOQs is:

**CARRI MATSUMOTO**  
Assistant Vice Chancellor,  
Facility Planning & District Construction and Support Services  
**Rancho Santiago Community College District**  
**2323 North Broadway**  
**Suite 112**  
**Santa Ana, CA 92706-1640**

Each Consultant is required to submit an SOQ they deem appropriate to the following requests. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria to be used in the evaluation process. Each Consultant shall submit **six (6)** copies of SOQ (one unbound marked "Master" and five format) and two (2) CDs with a PDF version of the SOQ. The District will evaluate the SOQs based on the responsiveness to District requirements listed. The Consultant(s) being sought through this RFQ will need to meet the District's minimum criteria as listed herein.

Respondents must read the entire RFQ prior to submitting questions, as most questions will be answered in this RFQ. Please refrain from asking questions regarding the

formatting of this RFQ. DO NOT contact the Purchasing or Facility Planning & District Construction and Support Services Departments.

## **INTRODUCTION:**

The District generally utilizes the services of outside consultants to help ensure the District that its activities, especially as they apply to various facilities improvement projects of new and existing sites in California, are in compliance with all applicable regulations and industry guidelines. As stated above, the purpose of this RFQ/RFP is to obtain information that will enable the District to pre-qualify a limited number of Consultants that can assist the District in connection with material testing and inspection consulting services as the District may, from time to time, require in connection with various facilities improvement projects on an on-going basis without the need to pre-qualify Consultants for each project.

Pre-Qualified Consultants are in no way guaranteed to receive any work from the District. However, it is the District's intent to look primarily to the pool of Pre-Qualified Consultants when choosing a Consultant to perform material testing and inspection consulting services for various facilities improvement projects, for the District. The District, on an "as-needed" basis, will request proposals from one or more Pre-Qualified Consultants to provide Material Testing and Special Inspection Consulting Services on behalf of the District. The District will allocate work to said Pre-Qualified Consultants without having to request and evaluate additional information as to the Consultant's qualifications. (See Policies Applicable to Contract Awards below. See Exhibit A for a sample contract explaining terms and conditions.)

## **General**

Each Inspector must be prepared to provide the necessary building inspection services. The scope of such services could include, but are not limited to site specific surveys, assessments, coordination with the Project Material and Special Inspectors and necessary inspections, and prepare reports, and issuance to the Construction Contractor when required (for more information see section 5). Also required is the collaboration, coordination, and attendance of various meetings. In implementing the program and its projects, the District is required to meet State and Local regulatory requirements as well as meet critical deadlines for State funding and school openings. Therefore, time is a critical factor in the planning and implementation of projects.

### **1. SCOPE OF SERVICES**

The District is seeking the services of a Consultant to provide on-call construction inspecting services for various facilities improvement project phases, on an as needed basis. These projects may involve new construction, modernization or reconstruction projects, program-wide projects, infrastructure projects, alterations or maintenance projects.

This District's objective is to employ a consultant who will identify and provide all required material testing and special inspection consulting services indicated in this document, required by code and or as determined by the district. The scope of work and general requirements and procedures shall include but is not limited to the

following:

- 1) Perform the services for Material Testing and Special Inspectors in accordance with Title 24, California Code of Regulations and Instructions on Division of The State Architecture, Structural Tests and Inspections form SSS 103-1 (as provided for each project) and the conditions included in this scope of work.
- 2) Special Inspections. The services shall include the following, as may be required by the individual project's DSA SSS form 103-1 and as required/requested by the District.
  - a. Earth work/soils inspection
  - b. Asphaltic concrete plan inspection
  - c. Asphaltic concrete placement inspection
  - d. Concrete batch plant inspection
  - e. Concrete placement inspection and sampling
  - f. Structural masonry inspection
  - g. Structural steel shop fabrication inspection
  - h. Structural steel assembly inspection
  - i. Structural steel ultrasonic testing
  - j. Fireproofing material application inspection
  - k. Roofing Inspection
- 3) Material Testing and Sampling. Perform the following tests, including but not limited to those required by DSA. ST&I Lists, and as required by the District. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All laboratory testing shall be accomplished in a DSA approved laboratory:
  - a. Soil, Aggregate and Asphalt
    - 1) Maximum Dry Density
    - 2) Expansion Index
    - 3) R-Value
    - 4) Sand Equivalent
    - 5) Sieve Analysis
    - 6) Hveem Stability
    - 7) Asphalt Extraction
    - 8) Hardness and Abrasion
    - 9) Sampling
  - b. Concrete
    - 1) Cylinder Compression Strength
    - 2) Anchor Pull-Out
    - 3) Core Extraction
    - 4) Slump
    - 5) Air Testing
    - 6) Concrete Cylinder Sampling/Fabrication
  - c. Reinforcing Steel
    - 1) Tensile Strength
    - 2) Bend Test
    - 3) Sample and tag Specimens
  - d. Masonry
    - 1) Grouted Prism

- 2) Mortar Compression
  - 3) Grout Compression
  - 4) Anchor Pull-Out
  - e. Masonry Block Conformance Testing
    - 1) Block Compression
    - 2) Block Measurement
    - 3) Block Moisture/Absorption
    - 4) Shrinkage
    - 5) Effloresce
  - f. Structural Steel
    - 1) Bolt and Washer Hardness
    - 2) Fireproofing Density
    - 3) Bolt Bend/Tensile
4. Respond to the Project Material and Special Inspectors scheduling and coordination for Special Inspections and Sampling Testing Services. Provide sufficient copies to the Project Inspector. Distribution shall include the Construction Contractor, Construction Contract Manager, Project Architect, LBUSD and DSA.
  5. Provide reports of all testing services performed to the District, Construction Manager, Construction Contractor, and Material Testing and Special Inspectors in hard copy.
  6. Prepare for issuance to the Construction Contractor, as required, written Notices of Non-Compliance using appropriate forms. The forms shall be completed and provided to the Project Inspector. The Notices of Non-Compliance or Deviations shall be completed and provided to the Project Inspector. Provide electronic records when requested by the District. Entries will be made by Project Inspector staff into the District Form/Format or into other input system logs.
  7. Special Inspector and testing staff will provide all the required "tools of the trade." (Note: The District will provide access to office space on-site with utilities, office furniture and furnishings, telephone services, and access to fax and copying equipment as may be required on an intermittent basis.)
  8. Special Inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the Project Inspector.
  9. Testing and inspection agency employees shall follow all safety rules and regulations and plans of the project.
  10. The services shall be performed at the hourly billing rates and/or sampling and testing unit prices included in the District's **Schedule of Fees for Laboratory Testing, Exhibit "F" and Billing Rate Information, Exhibit "G."**

## 2. REQUIREMENTS OF THE WORK

Each Consultant must be prepared to provide turn-key services for such Material Testing and Inspection Consulting Services as the District may hereafter require. Each Consultant must be prepared and equipped to provide such services in a timely manner and on relatively short notice so as to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

### **3. COMPLIANCE WITH ALL APPLICABLE LAWS**

Consultant's proposal must set forth Consultant's understanding of all applicable Health and Safety laws, guidelines, and requirements including Cal/OSHA Title 8, the EPA (Environmental Protection Agency), the Education Code, the CDE (California Department of Education), the DTSC (Department of Toxic Substances Control), and the California Division of State Architects (DSA) regulations, and local ordinances and/or other applicable zoning or planning ordinances/regulations, relative to the work to be undertaken as well as Consultant's ability to comply with the same and the methodology by which Consultants will do so. Consultant proposals must confirm that the nature of the Work to be performed will meet all the aforementioned requirements for said Work as set by the applicable codes and regulations and all other applicable ordinances and guidelines.

### **4. QUALIFICATIONS RESPONSE FORMAT**

A Consultant's response shall not exceed 20 pages, excluding resumes, brochures, and other related materials. Responses must be organized in the following order and shall include all of the following sections and information as stated in this document. In addition, your firm must meet the following **minimum qualifications**:

- **Training of District Personnel:** Training of District personnel as necessary and applicable to satisfy regulatory requirements for Injury Prevention and Hazard Communication.
- **Liaison with Regulatory Agencies:** Liaison with regulatory agencies is required in order to provide guidance to the District and others as deemed necessary.
- **Perform Regulatory Agency Requirements:** Perform regulatory agency required surveillance if needed.
- **Attendance of Meetings and Other General Duties:** Must attend various pre-construction meetings, provide project oversight and/or project closeout assistance as necessary, and be available or on-site throughout the duration of the project, as required.

#### **4.1 FIRM INFORMATION** (Not weighted – for informational purpose only)

A Cover Letter and introduction, including the company name, address, telephone number, fax number and email address of the person or persons authorized to represent the institution regarding all matters related to the proposal. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners that may affect your performance or completion of this proposed program. Also, please include your firm's philosophy with regards to a description of Inspector's approach, and experience as it relates to basic services as outlined in the RFQ/RFP, field

investigations, developing recommendations, providing reports and assessments, working with multiple agencies, etc. A person authorized to bind the firm to all commitments made in the proposal shall sign this letter. In addition, complete Exhibit B – Firm Information and Exhibit C – Firm Questionnaire Form.

- 4.2** Information as to the **location** of Consultant's headquarters and the address and contact information for the local contact office and the primary contact person for the Consultant.

*Proposals will be evaluated based upon the criteria in Sections 4.3 - Section 5.*

- 4.3** A summary of Consultant's relevant **expertise and experience** in Material Testing and Inspection Consulting Services, especially as it relates to school sites and facilities. An Inspector must demonstrate a minimum of three (3) years of relevant experience and success. Furthermore, a schedule of all District contracts held within the last five (5) years including, with respect to each project, the project name and the property address, the contract amount, and Inspector's contact person at the District on said project. Project supervisors shall also be able to provide proof of successful completion of three (3) years as a supervisor at projects of similar size and scope. Describe the services offered. What differentiates your services from other providers? Provide a proposed work plan for assisting the District. This may include providing a proposal based upon the scope of services outlined within the proposal and any alternative scope of work that the consultant may recommend as appropriate based upon its experience and expertise.

- 4.4** Appropriately detailed **description of projects** (particularly school projects) that consultant has worked on within the last five (5) years which demonstrates Consultant's relevant Material Testing and Inspection Consulting Services experience and successes respecting public works in general and school projects in particular. Each project description should include the date(s) that the relevant material testing and inspection services work was performed, the name, title, address, and telephone number of a contact person who can be contacted for verification of information provided by Consultant.

- 1) Using Exhibit D – Firm Experience Form for each project, provide a minimum of five (5) completed material testing and inspection projects that demonstrate similar work listed in the Scope of Services, at least two (2) modernization projects, and at least two (2) new constructions projects. Projects listed must have been completed in the last seven (7) years. Prime consideration will be given to projects, which include similar size, type, difficulty, DSA process, community college projects, etc.. In the narrative section of Exhibit D Form, provide project-specific information relating to Material Testing and Inspection Consulting Services:

- a) Describe project and responsibilities in detail.
  - b) Indicate proposing firm's prior experience working for District and for other educational entities.
  - c) Demonstrate how the firm has a thorough knowledge of code requirements for public school buildings in California.
  - d.) In addition, the Inspector must also demonstrate familiarity with Code requirements relating to school site development activities, new construction buildings, modernizations, and the Division of the State Architect (DSA).
- 2) Past Performance of Proposer will be evaluated. Clients listed in Exhibit D may be contacted for a reference.
  - 3) **Dispute Resolution Process:** Provide a narrative description of the nature of the anticipated disagreements that might occur during the course of the work with the A/E, contractors and subcontractors, and a discussion of how such disagreements might be resolved by the consultant.

**4.5** Identification of Consultant's project team, key personnel and staff members and their specific expertise and experience in material testing and inspection consulting services, especially as it relates to school sites and facilities. Provide the name of a primary point of contact. Provide the names and detailed resumes of key personnel who will be available, knowledgeable, and regularly attentive or involved working with the District: In addition, list all professional registration certification and/or license designations and numbers that are currently active in the State of California. Do not list any inactive registration and/or license designations. Please use Exhibit E – Resume Form.

**4.6** For all of the firm's Inspectors the firm shall include DSA Certification Number, Inspector Class, Special Inspections Qualifications, and any other license/certifications relating to this RFQ/RFP.

**4.7** A schedule of sub-consultant, or sub-inspectors categories, if any, which are likely to be used by the Inspector or consultant in carrying out any work that may hereafter be awarded to Consultant by the District. Identify, any outside inspecting/consulting disciplines that the firm may use in the course of performing services to the District associated with the firm. List names, California License or Registration Numbers, business addresses, phone numbers, fax numbers, emails, date established, and time associated with firm.

**4.8** A schedule of all School District contracts held within the last five (5) years, including with respect to each project name and the property address, the contract amount, and consultant's contact person at the District on said project.

## **5. BILLING RATES**

Billing rates for all personnel and/or categories of employees as well as any



overhead or other special charges. If applicable, Consultant's Response should provide estimates for certain standardized components of the materials testing and inspection consulting services process. Provide consultant's typical fee schedule as applicable as well as any sub-consultant fees or services that may be needed.

- 1) Provide the proposed billing rate for each proposed discipline and employee. Please use Exhibit G – Billing Rate Breakdown Sheet.
- 2) Provide any planned escalation rate if the option years is utilized. (This Item is not for evaluation purposes.)
- 3) All other services not included herein shall be negotiable as required.

Consultant will **propose** an **all-inclusive** hourly fee for all of the services described in Section 5 below. Consultants proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the consultant will incur in providing the services of a DSA Certified Materials Testing and Inspector.

## **6. WORKING CONDITIONS**

Each Inspector shall be capable of working indoors and outdoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The inspector's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

## **7. INSURANCE: Insurance Requirements.**

Firms must have the ability to secure insurance coverage and provide Proof of Certificated of insurance, as described below:

Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- Owned, non-owned and hired vehicles;
- Blanket contractual;
- Broad form property damage;
- Products/completed operations; and
- Personal injury;
- Professional liability insurance, including contractual liability, with limits of \$2,000,000 per claim;
- Workers' Compensation Insurance shall be maintained, in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Consultant from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person,

firm, or corporation, employed directly or indirectly by the Consultant upon or in connection with the work.

## **8. SELECTION CRITERIA / EVALUATION PROCESS**

**8.1 Selection Criteria** Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting Pre-Qualified Consultants. The Evaluation criteria are as follows:

- Timeliness and Completeness of Response. To receive maximum consideration, Consultant's Response must be received by the Response Deadline. In addition, Consultant's Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFQ/RFP.
- Technical Qualification and Competence. This includes experience, expertise, and familiarity with applicable laws and requirements for public works projects in general and school projects in particular.
- Record of Past Performance. This includes work quality, completion of work on schedule, cost controls, contracts held with the District or other over the last 10 years as well as the response of references provided by the Consultant or any other references identified by the District.
- Approach to Work. This includes project management coordination methodologies, analysis and study approaches, ability to respond to emergencies, delays and consultant's ability to communicate effectively with District personnel, and offer advice in the best interest of the District.
- Cost Control. This includes cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and Consultant's policies respecting the pass-through to the District of overhead costs.

**8.2 Evaluation of Statement of Qualifications / Policies Applicable to Contract Awards** The proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. Selection for this proposal will not preclude nor guarantee the selected firm consideration for future District projects.

At the District's discretion, to further assist in evaluation, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all District requirements.

In addition, a Pre-Qualified Consultant may be requested by the District to submit a work task proposal (a "Proposal") for a particular site or project. Each Proposal shall describe the Consultant's experience and expertise with respect to the services, if any that are unique to the property or project that is the subject of the Proposal. In addition, the Proposal shall set forth a detailed scope of services, a completion schedule, a schedule of professionals that will be used to supervise and staff the project, and a not-to-exceed dollar amount for the services to be performed.

Based on its evaluation of the Responses that it receives, the District may select one or more Pre-Qualified Consultants. The District reserves the right to request that some or all of the respondents submit additional written information

and/or that they consent to be interviewed by selected District personnel and/or representatives. The District also reserves the right to: (i) extend the Response Deadline, (ii) send out additional RFQ/RFPs, and/or (iii) provide for other mechanisms for Consultants to become Pre-Qualified to provide hazardous material abatement consulting services to the District.

All work to be performed under any awarded contract must conform to all applicable laws and guidelines and all requirements of the District, the California Department of Education (CDE), local jurisdictions as applicable, all other governmental agencies with jurisdiction, and conform with the requirements set forth by this RFP/RFQ.

This request for Proposal and any potential future RFPs, does not commit the District to award a contractual agreement with any vendor or to pay any costs incurred in the preparation of proposals. The District reserves the right at its sole discretion to: (i) withdraw this RFQ/RFP, (ii) reject any and all Response(s) or Proposal(s), or (iii) waive irregularities, (iv) terminate or change the contracting process articulated in this RFQ/RFP because of unforeseen circumstances. Acceptance by the District of any responses submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into an agreement for services. The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The Response, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each Response in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District. Please Complete Exhibit G – Certification – Request for Qualifications and Exhibit H – Request for Proposals and Statement of Qualifications for Material Testing and Inspection Consulting Services.

## **9. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

In accordance with Education Code 17076.11, the Rancho Santiago Community College District supports a participation goal of at least 3 percent (3%) of the overall dollar amount expended each year to Disabled Veterans Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy included with these RFQ documents) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project.

Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940. **Please note that DVBE documentation is included in this RFQ but is not required to be submitted in the SOQ.** The DVBE documentation will be required if the Consultant is Pre-Qualified and then chosen to provide services as a result of an RFP process. Please review Exhibit I – Statement of Intent to Meet DVBE Participation Goal and state whether or not the Consultant will be able to satisfy the requirements.

# **EXHIBIT A**

## **TERMS AND CONDITIONS**

**Consultant Work Plan  
Terms and Conditions Professional Services Agreement**

# CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ (“EFFECTIVE DATE”), between the Rancho Santiago Community College District, hereinafter referred to as (“DISTRICT”), and \_\_\_\_\_, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

**WHEREAS**, the DISTRICT requires specialized services and/or advice in connection with certain financial, economic, accounting, engineering, and/or administrative matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies;

**WHEREAS**, CONSULTANT is specially experienced and competent to provide to the DISTRICT on specialized services and/or advice in one or more of the following areas; and

**WHEREAS**, DISTRICT desires to obtain specialized services and/or advice for \_\_\_\_\_, hereinafter referred to as the “PROJECT”, located in the DISTRICT; and

**WHEREAS**, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the parties hereto agree as follows:

## **ARTICLE I** **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

1. Services To Be Provided By CONSULTANT. CONSULTANT shall provide to the District on the terms herein set forth all of the services articulated in **EXHIBIT “A”** to this Agreement (“WORK PLAN”). Where CONSULTANT’s WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals (“RFP”) from the DISTRICT, CONSULTANT’s WORK PLAN shall be considered to include the DISTRICT’s RFP, a copy of which may be attached and incorporated herein as **EXHIBIT “B”**. The PARTIES agree that the attachment of the DISTRICT’s RFP is not a condition precedent to the effectiveness of this AGREEMENT. If the DISTRICT’s RFP is not attached to this AGREEMENT as **EXHIBIT “B”**, this AGREEMENT is not void and shall still be binding upon the PARTIES and shall be executed in accordance with the terms and conditions of this AGREEMENT and **EXHIBIT “A”**. In the event the DISTRICT’s RFP is attached as **EXHIBIT “B”**, the PARTIES agree that the

DISTRICT's RFP shall be controlling in the event of any conflict between said RFP and CONSULTANT's WORK PLAN. The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the RFP or CONSULTANT's WORK PLAN.

## **ARTICLE II** **CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT the services contemplated by this AGREEMENT, and to the extent required by any applicable law, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

## **ARTICLE III** **TERMINATION**

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the services which CONSULTANT is agreeing to provide pursuant to this AGREEMENT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums



CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

**ARTICLE VI**  
**COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the rate and price schedule information set forth in EXHIBIT "A" for the services performed pursuant to this AGREEMENT, payable upon monthly billings submitted by the CONSULTANT.

**ARTICLE VII**  
**ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

- a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.
- c. If the DISTRICT requests additional shifts to complete the services articulated in EXHIBIT "A" and EXHIBIT "B" where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.



d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

**ARTICLE VIII**  
**REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for:

a. Approved reproduction of reports and/or other documents in excess of the copies provided by this AGREEMENT.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

2. Reimbursable expenses are estimated to be ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) and this amount shall not be exceeded without prior written approval of the DISTRICT.

**SAMPLE DRAFT**

**ARTICLE IX**  
**MISCELLANEOUS**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. **Worker Compensation and Employers Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT. The CONSULTANT, at CONSULTANT's own expense, cost, and risk,

shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.;

c. **Professional liability:** Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions as a firm or the AGREEMENT, whether such claims are made by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for

a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance provided by DISTRICT is excess and non-contributory. If such primary insurance shall state a notice of cancellation (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

**SAMPLE DRAFT**

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of

CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" OR "B" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS IN ANY CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBITS BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

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

exception of those documents subject to the exclusions in Article IX, Paragraph 7.

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

CONSULTANT:

\_\_\_\_\_

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

\_\_\_\_\_

DISTRICT:

Rancho Santiago Community  
College District

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

\_\_\_\_\_

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

**SAMPLE DRAFT**

Attorneys for RSCCD

# Exhibit B

## Firm Information Form

---

Consultant Type \_\_\_\_\_

### Background

\_\_\_\_\_  
 Firm Name Address

\_\_\_\_\_  
 Yr Est. Phone FAX E-Mail

### Principals/Officers to Contact:

\_\_\_\_\_  
 Primary Contact Title Phone E-Mail

\_\_\_\_\_  
 Secondary Contact Title Phone E-Mail

Is the firm authorized to do business in CA?  Yes  No

If Yes, on what basis?  CA Corp  CA Business License  Other: \_\_\_\_\_

Any former address or parent company?  Yes  No

If Yes, please specify: \_\_\_\_\_

Type of Firm:  Sole Owner  Partnership  Corporation  
 Joint Venture  Other: \_\_\_\_\_

DVBE Participant?  Yes  No

### Experience

Professional Service Fees (indicate index number corresponding to fees received in each noted year):

2008  
 2009  
 2010  
 2011  
 2012

| Index numbers for Professional Services Fees: |                      |
|---|----------------------|
| 1. Less than \$50,000                         | 5. \$500,000-\$1M    |
| 2. \$50,000-\$100,000                         | 6. \$1M-\$2M         |
| 3. \$100,000-\$250,000                        | 7. \$2M-\$5M         |
| 4. \$250,000-\$500,000                        | 8. Greater than \$5M |

Years of Service

Community College \_\_\_\_\_

**Personnel**

Total # of Personnel: \_\_\_\_\_

Total # of Consultants: \_\_\_\_\_

|   | Name of Proposed Consultant | Level of Education/<br>Degree Obtained | Years of Experience |                              |
|---|-----------------------------|--|---------------------|------------------------------|
|   |                             |  | Similar<br>Work     | Community<br>College<br>Work |
| 1 | _____                       | _____                                  | _____               | _____                        |
| 2 | _____                       | _____                                  | _____               | _____                        |
| 3 | _____                       | _____                                  | _____               | _____                        |

**Sub-Consultants**

|   | Name of Proposed<br>Sub-Consultant | Area of Service | Years of Experience |                              |
|---|------------------------------------|-----------------|---------------------|------------------------------|
|   |                                    |                 | Similar<br>Work     | Community<br>College<br>Work |
| 1 | _____                              | _____           | _____               | _____                        |
| 2 | _____                              | _____           | _____               | _____                        |
| 3 | _____                              | _____           | _____               | _____                        |

# Exhibit C

## Firm Information Questionnaire

---

### ANSWER THE FOLLOWING QUESTIONS

1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company?  Yes  No

If yes, explain on a separate, signed sheet.

2. Does the company have an ongoing relationship or affiliation with a contractor or equipment manufacturer?  Yes  No

If yes, explain on a separate, signed sheet.

3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss?  Yes  No

4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner's representative or other contracting party and which required completion by another party?

Yes  No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, date and reason for termination/dispute.

5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership?  Yes  No

If yes, explain on a separate, signed sheet.

6. Has the company ever had arbitration on contracts in the past five (5) years?  Yes  No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, a brief description and final resolution.

7. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company?  Yes  No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS SOQ IS TRUE AND CORRECT. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER AND/OR FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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





# Exhibit E

## Team Member Resume Form

---

Proposed Consultant Name

Title

Firm Name

Proposed Position

Years w/Firm

Years w/Previous  
Firms

Years w/ Community  
College Experience

Availability

Education Specific to Position (School/Year/Degree/Subject):

Other Training/Experience w/RSCCD, DSA, Community College Chancellors Office and other State Agencies (or equivalent):

Credentials/Certifications/Licenses/Registrations/LEED Accreditations (related to position and years acquired):

Skills Relevant to the Proposed Project:

List of Community College Districts Consultant Has Worked For:

# Exhibit F

## Certification Form

---

I certify that I have read and received a complete set of documents including the instructions for submitting an SOQ regarding the attached **REQUEST FOR STATEMENT OF QUALIFICATIONS – MATERIALS TESTING AND INSPECTION CONSULTING SERVICES**, I further certify that I must submit six (6) single-sided copies, one unbound marked “Master” and five (5) bound in a white 3 ring “D” binder, along with two (2) CDs EACH containing a complete, single-document PDF version of the Statement of Qualifications in response to this request and that I am authorized to commit the firm to the qualifications submitted.

I consent to Rancho Santiago Community College District contacting references included in this SOQ, including but not limited to other school and community college districts listed herein for the purposes of obtaining information about the referenced experience.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

|                         |                                   |
|-------------------------|-----------------------------------|
| _____<br>Signature      | _____<br>Typed Name               |
| _____<br>Title          | _____<br>Company                  |
| _____<br>Street Address | _____<br>City, State and Zip Code |
| _____<br>Telephone      | _____<br>Fax                      |
| _____<br>Date           |                                   |

If you are submitting as a corporation, please provide your corporate seal here.

# Exhibit G

## Statement of Non-Conflict of Interest

---

The undersigned, on behalf of the consulting firm set forth below (the "Consultant"), does hereby certify and warrant that, if selected, the Consultant while performing the consulting services required by the Request for Statement of Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District ("the District").

The undersigned further certifies and warrants that:

- 1) no officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;
- 2) the Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;
- 3) no officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;
- 4) the Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and
- 5) during the qualifications process (i.e. from the date the RFQ and/or RFP is released to the conclusion of the selection process) any Interested Vendor, Firm, Contractor and/or Consultant, if it is determined that any such individual(s) who work and represents such companies for business purposes communicates, contacts and/or solicits Board Members in any fashion shall be disqualified from the RFQ and/or RFP selection process, and may result in the removal of the Vendor, Firm, Contractor and/or Consultant from any pre-existing established pre-qualified list, as well as the removal from the "interested vendors list."

**FAILURE TO SIGN THIS FORM MAY RESULT IN A RESPONSE DISQUALIFICATION.**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# Exhibit H

## Statement of Intent to Meet DVBE Participation Goals

---

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) of 3 percent, per year.

Set forth below is a list of the anticipated participation of DVBEs which \_\_\_\_\_ (the “Consultant”) intends to use as part of its Agreement for Services, School Facilities Improvement Program (the “Program”). Although it is not specifically required, you are encouraged to include DVBE participation.

Prior to, and as a condition precedent for, final payment under an Agreement, the Consultant shall provide appropriate documentation to the District identifying the amount paid to DVBEs in conjunction with the Agreement, so that the District can assess its success in meeting the 3 percent goal.

The Consultant anticipates: (a) that \_\_\_\_\_ percent of the total dollar amount awarded to the Consultant shall be paid to DVBEs’ and (b) using the following DVBE subcontractors and/or suppliers:

Names of Sub-Consultants:

---

---

---

---

Names of Suppliers:

---

---

---

---

\_\_\_\_\_  
Signature of Consultant

\_\_\_\_\_  
Date

# Exhibit I

## SCHEDULE OF FEES FOR LABORATORY TESTING

### SCHEDULE OF FEES FOR LABORATORY TESTING

#### Laboratory Test, Test Designation, and Price Per Test

| <u>Soils</u>  | <u>Concrete</u>   |    |
|---|---|----|
| Atterberg Limits, D 4318, CT 204                      | Cement Analysis Chemical and Physical, C 109                  | \$ |
| California Bearing Ratio (CBR), D 1883                | Compression Tests, 6x12 Cylinder, C 39                        | \$ |
| Chloride and Sulfate Content, CT 417 & CT 422         | Concrete Mix Design Review, Job Spec                          | \$ |
| Consolidation, D 2435, CT 219                         | Concrete Mix Design, per Trial Batch, 6 cylinder, ACI         | \$ |
| Consolidation – Time Rate, D 2435, CT 219             | Concrete Cores, Compression (excludes sampling), C 42         | \$ |
| Direct Shear – Undisturbed, D 3080, CT 222            | Drying Shrinkage, C 157                                       | \$ |
| Direct Shear – Remolded, D 3080, CT 222               | Flexural Test, C 78   | \$ |
| Durability Index, CT 229                              | Flexural Test, C 293  | \$ |
| Expansion Index, D 4829, UBC 18-2                     | Flexural Test, CT 523   | \$ |
| Expansion Potential (Method A), D 4546                | Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI | \$ |
| Expansive Pressure (Method C), D 4546                 | Jobsite Testing Laboratory                                    | \$ |
| Geofabric Tensile and Elongation Test, D 4632         | Lightweight Concrete Fill, Compression, C 495                 | \$ |
| Hydraulic Conductivity, D 5084                        | Petrographic Analysis, C 856                                  | \$ |
| Hydrometer Analysis, D 422, CT 203                    | Splitting Tensile Strength, C 496                             | \$ |
| Double Hydrometer Analysis, D 422, CT 203             | <b><u>Reinforcing and Structural Steel</u></b>                |    |
| Maximum Density D 1557, D 698, CT 216, & AASHTO T-180 | Fireproofing Density Test, UBC 7-6                            | \$ |
| (Rock corrections add \$ _____)                       | Hardness Test, Rockwell, A-370                                | \$ |
| Moisture, Ash, & Organic Matter of Peat/Organic Soils | High Strength Bolt, Nut & Washer Conformance, set, A-32       | \$ |
| Moisture Only, D 2216, CT 226                         | Mechanically Spliced Reinforcing Tensile Test, ACI            | \$ |
| Moisture and Density, D 2937                          | Pre-Stress Strand (7 wire), A 416                             | \$ |
| Permeability, CH, D 2434, CT 220                      | Chemical Analysis, A-36, A-615                                | \$ |
| pH and Resistivity, CT 643                            | Reinforcing Tensile or Bend up to No. 11, A 615 & A 706       | \$ |
| R-value, D 2844, CT 301                               | Structural Steel Tensile Test: Up to 200,000 lbs.             | \$ |
| Sand Equivalent, D 2419, CT 217                       | (Machining extra), A 370                                      | \$ |
| Sieve Analysis, D 422, CT 202                         | Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI       | \$ |
| Sieve Analysis, 200 Wash, D 1140, CT 202              | <b><u>Asphalt Concrete</u></b>                                |    |
| Specific Gravity, D 854                               | Asphalt Mix Design, Caltrans                                  | \$ |
| Triaxial Shear, C.D., three points, CT 230            | Asphalt Mix Design Review, Job Spec                           | \$ |
| Triaxial Shear, C.U., three points, D 4767, CT 230    | Extraction, % Asphalt, including Gradation, D 2172, CT 310    | \$ |
| Triaxial Shear, U.U., one point, D 2850, CT 230       | Film Stripping, CT 302  | \$ |
| Unconfined Compression, D 2166, CT 221                | Hveem Stability and Unit Weight CTM or ASTM, CT 366           | \$ |
| Wax Density, D 1188                                   | Marshall Stability, Flow and Unit Weight, T-245               | \$ |
|   | Maximum Theoretical Unit Weight, D 2041                       | \$ |
|   | Swell, CT 305   | \$ |
|   | Unit Weight sample or core, D 2726, CT 308                    | \$ |
| <b><u>Roofing</u></b>                                 | <b><u>Aggregates</u></b>                                      |    |
| Built-up Roofing, cut-out samples, D 2829             | Absorption, Coarse, C 127                                     | \$ |
| Roofing Materials Analysis, D 2829                    | Absorption, Fine, C 128                                       | \$ |
| Roofing Tile Absorption, (set of 5), UBC 15-5         | Clay Lumps and Friable Particles, C 142                       | \$ |
| Roofing Tile Strength Test, (set of 5), UBC 15-5      | Cleanness Value, CT 227                                       | \$ |
|   | Crushed Particles, CT 205                                     | \$ |
| <b><u>Masonry</u></b>                                 | Durability, Coarse, CT 229                                    | \$ |
| Brick Absorption, 24-hour submersion, C 67            | Durability, Fine, CT 229                                      | \$ |
| Brick Absorption, 5-hour boiling, C 67                | Los Angeles Abrasion, C 131 or C 535                          | \$ |
| Brick Absorption, 7-day, C 67                         | Mortar making properties of fine aggregate, C 87              | \$ |
| Brick Compression Test, C 67                          | Organic Impurities, C 40                                      | \$ |
| Brick Efflorescence, C 67                             | Potential Reactivity of Aggregate (Chemical Method), C 289    | \$ |
| Brick Modulus of Rupture, C 67                        | Sand Equivalent, CT 217                                       | \$ |
| Brick Moisture as received, C 67                      | Sieve Analysis, Coarse Aggregate, C 136                       | \$ |
| Brick Saturation Coefficient, C 67                    | Sieve Analysis, Fine Aggregate (including wash), C 136        | \$ |
| Concrete Block Compression Test, 8x8x16, C 140        | Sodium Sulfate Soundness (per size fraction), C 88            | \$ |
| Concrete Block Conformance Package, C 90              | Specific Gravity, Coarse, C 127                               | \$ |
| Concrete Block Linear Shrinkage, C 426                | Specific Gravity, Fine, C 128                                 | \$ |
| Concrete Block Unit Weight and Absorption, C 140      | Masonry Prism, half size, compression, UBC 21-17              | \$ |
| Cores, Compression or Shear Bond, CA Code             |   |    |
| Masonry Grout, 3x3x6 prism compression, UBC 21-18     |   |    |
| Masonry Mortar, 2x4 cylinder compression, UBC 21-16   |   |    |

# Exhibit J

## Billing Rate Information

### HOURLY CHARGES FOR PERSONNEL

|  |    |
|--|----|
| Principal Engineer/Geologist/Environmental Scientist.....                    | \$ |
| Senior Engineer/Geologist/Environmental Scientist.....                       | \$ |
| Senior Project Engineer/Geologist/Environmental Scientist.....               | \$ |
| Project Engineer/Geologist/Environmental Scientist.....                      | \$ |
| Senior Staff Engineer/Geologist/Environmental Scientist.....                 | \$ |
| Staff Engineer/Geologist/Environmental Scientist.....                        | \$ |
| GIS Analyst.....   | \$ |
| Field Operations Manager.....  | \$ |
| Supervisory Technician.....  | \$ |
| Nondestructive Examination Technician, UT, MT, LP.....                       | \$ |
| ACI Concrete Technician.....   | \$ |
| Concrete/Asphalt Batch Plant Inspector.....                                  | \$ |
| Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)..... | \$ |
| Senior Field/Laboratory Technician.....                                      | \$ |
| Field/Laboratory Technician.....   | \$ |
| Technical Illustrator/CAD Operator.....                                      | \$ |
| Information Specialist.....  | \$ |
| Geotechnical/Environmental/Laboratory Assistant.....                         | \$ |
| Data Processing, Technical Editing, or Reproduction.....                     | \$ |

### OTHER CHARGES

|   |           |      |
|---|-----------|------|
| Expert Witness Testimony.....   | \$        | /hr  |
| PID/FID Usage.....  | \$        | /day |
| Coring Machine Usage (includes technician).....   | \$        | /hr  |
| Anchor load test equipment (includes technician).....   | \$        | /hr  |
| Hand Auger Equipment.....   | \$        | /day |
| Inclinometer Usage.....   | \$        | /hr  |
| Vapor Emission Kits.....  | \$        | /kit |
| Level D Personal Protective Equipment (per person per day).....                               | \$        | /p/d |
| Rebar Locator (Pachometer).....   | \$        | /hr  |
| Nuclear Density Gauge Usage.....  | \$        | /hr  |
| Field Vehicle Usage.....  | \$        | /hr  |
| Direct Project Expenses.....  | Cost plus |      |
| Laboratory testing, geophysical equipment, and other special equipment provided upon request. |           |      |

### NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at (*identify \_\_\_\_*) times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays and Sundays **and Holidays**. Field Technician rates are based on **no hourly minimums**. Special inspection rates are based on **no hourly minimums**. Field personnel **hours shall be charged starting at the job site only**.

### INVOICES, PAYMENT TERMS, AND INDEMNITY PER DISTRICT CONSULTING AGREEMENT.