

**WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND FEE PROPOSALS (“RFQ”)
CONSTRUCTION MATERIALS TESTS/INSPECTIONS
FOR**

**District Facilities Building Replacement – Increment 2 / DSA #114505; West Valley
RFQ NO. 03-1516**

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (“District”) requests that firms (“Respondents”) approved by the Division of State Architect (“DSA”) Laboratory Evaluation and Acceptance Program (“LEA”) to conduct construction materials test/inspection as the Laboratory of Record (“LOR”) for the submit written responses to this RFQ.

1. RFQ.

1.1. General.

1.1.1. Purpose of RFQ. This RFQ is a part of the process for the District’s selection and retention of a LOR to complete construction materials tests/inspections for the Project. Timely submitted RFQ Responses will be evaluated by the District in accordance with the criteria established in this RFQ. One or more Respondents may be requested to interview with the District as part of the process for the District’s selection and retention of a LOR for the Project.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by contacting the District’s Director, General Services whose contact information is noted herein. The RFQ is also available on line at _____.

1.1.3. District RFQ Contacts. Questions or other communications relating to this RFQ shall be directed to the District at:

Director, General Services
West Valley-Mission Community College District
14000 Fruitvale Ave.
Saratoga, CA 95070
brigit.espinosa@wvm.edu
(408) 741-2187

1.2. District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

1.3. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.

1.4. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked “Confidential” or “Proprietary” all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, or which occurs

through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

1.5. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than 4:00 PM **Choose an item.** days prior to the latest date for submission of RFQ Responses; the District will not respond to clarification requests submitted thereafter. All communications to the District shall be as set forth in Paragraph 1.1.3 above.

1.6. RFQ Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ shall be borne solely and exclusively by the Respondent.

1.7. RFQ Documents. In addition to this RFQ, the following form a part of the RFQ:

- Attachment A Agreement for Laboratory of Record Services
- Attachment B Qualifications Statement
- Attachment C Pricing Proposal
- Attachment D DSA Form 103

1.8. RFQ Activities; Timeline. The District anticipates that the following activities relating to the RFQ will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFQ activities and/or the time for completion of a RFQ activity.

RFQ Activity	Date
1 st Advertisement	Friday, November 06, 2015
2 nd Advertisement	Monday, November 09, 2015
Latest date/time for submittal of questions, clarification requests	4:00 PM seven (7) days prior to the latest date for submission of RFQ Responses
Latest date/time for submittal of RFQ Responses	3:00 PM ,Monday, December 07, 2015
Interviews	Monday, December 14, 2015
Board action to award LOR Contract	Tuesday, January 19, 2016

2. The District and the Project.

2.1. The District. West Valley-Mission Community College District has a devoted Board of Trustees and a dedicated staff that serves its two colleges. West Valley College in Saratoga and Mission College in Santa Clara are on the cutting edge among higher education institutions in the Silicon Valley. Every semester over 20,000 students enroll in courses at the colleges. Thousands of others take online, off-campus, or non-credit courses and seminars offered through a variety of programs. These programs are aimed at meeting the training and retraining needs of the people of Silicon Valley. All in all, the colleges serve 40,000 people a year.

2.1.1. West Valley College. West Valley College is a public California Community College offering exceptional preparation for transfer to four-year colleges and universities, dynamic career programs for today's job market, AA/AS degree programs, and professional certificates. Our beautiful Saratoga campus is tucked into the foothills of the Santa Cruz Mountains in the southwest corner of Silicon Valley, just south of San Jose and 50 miles south of San Francisco. In 2014 we will be celebrating 50 years of providing academic excellence to our students. West Valley College is accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges, an institutional accrediting body recognized by the Commission on Recognition of Post-secondary Accreditation and the U.S. Department of Education.

2.1.2. Mission College. Mission College is a public community college located in the City of Santa Clara, and in the heart of the Silicon Valley. We offer a future of transfer to a four year institution, a future in a career of your choice, a future of increasing skills for both higher education and the workforce and a future for an Associate's Degree or Certificate that can get you on your way to any goal. The highly diverse and active student population makes the environment at Mission College energetic and vibrant. It is a great place to meet new friends, participate in clubs and make your voice heard in student advocacy. Our faculty is among the most qualified in the state and our students appreciate the college for its friendly staff and supportive atmosphere. The staff at Mission College is uniquely poised to help and guide your path to the future. Mission College has many programs and services to ensure student success and support. Financial Aid can assist in making college affordable. Counseling helps students set achievable goals and provides guidance through orientation, study skills, and career courses. The college Career Center and Job Placement Office help students transition to the working world after college and each year sponsor's a job fair featuring more than 60 employers. Finally, our Transfer Center helps to guide the transition from the two-year college to a four-year college so that students can easily gain a Bachelor's degree. Each spring semester, Mission College hosts the largest college fair in the San Francisco Bay Area, where more than 180 national and international colleges and universities are represented.

2.2. Project Description.

2.3. Project Construction Documents. Respondents must review the Construction Documents to fully understand the scope and nature of the Project along with the construction materials test/inspection required during Project construction. Submittal of a Response to this RFQ is deemed the Respondent's compliance with the foregoing. The DSA approved and permitted Construction Documents for the Project are available for review and inspection at:

_____.

3. LOR Services.

3.1. Construction Materials Test/Inspection Services. The LOR selected through this RFQ shall perform and complete the construction materials test/inspection for the Project set forth in DSA

Form DSA-103 ("Form 103") attached to this RFQ as Attachment D and incorporated herein by this reference.

- 3.2. LOR Agreement. Attachment A to this RFQ is a form of Agreement for Laboratory of Record Services ("the LOR Agreement") which the District anticipates executing with the firm selected to provide LOR Services through this RFQ. The scope of LOR Services and other terms and conditions are set forth in the LOR Agreement.
- 3.3. Respondents' Review of LOR Agreement. Each Respondent shall thoroughly review the LOR Agreement and indicate in the Respondent's RFQ Response acceptance of all terms and conditions of the LOR Agreement or requested modifications to portions of the LOR Agreement. If a Respondent requests modifications to any portion of the LOR Agreement, the Respondent must set forth, in its RFQ Response, the specific modification requested. No modification to the LOR Agreement requested by a Respondent is binding on or enforceable against the District unless the District has accepted the requested modification and such modification is incorporated into the LOR Agreement as awarded by the District's Board of Trustees.

4. RFQ Response.

4.1. Submission of RFQ Response.

- 4.1.1. Latest Date/Time for Submission of RFQ Response. The latest date/time for submission of RFQ Responses is 3:00 PM ,Monday, December 07, 2015.
- 4.1.2. Location for Submission of RFQ Response. RFQ Responses shall be submitted to the office of the District's Director, General Services at:

West Valley-Mission Community College District
14000 Fruitvale Ave.
Saratoga, California 95070
Attn: Director, General Services

RFQ Responses which are not actually received at the above-stated location at or prior to the latest date/time for submission of RFQ Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFQ Responses. Respondents are advised that the District utilizes a central mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the District's central mailroom will be distributed to the addressee(s) only as part of the mailroom's regular routine delivery service. A response to this RFQ which is received in the District's central mailroom is not receipt by the above-stated District Office until delivery of such item is effectuated to the above-state District Office by the District's mailroom services. Accordingly, Respondents are encouraged to personally deliver RFQ Responses directly to the above-stated District Office or to retain a private courier service to personally deliver RFQ Responses to the above-stated District Office.

- 4.1.3. RFQ Response. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond format and contents described in Paragraph 4.2 below.
- 4.1.4. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.2 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.2 below, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the matters set forth in Paragraph 4.2 below.

4.1.5. Copies of RFQ Response. Each Respondent shall submit an original and three (3) copies of its RFQ Response.

4.2. RFQ Response Format and Organization. Each RFQ Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFQ Response in a format and with contents conforming to the following requirements will be a basis for the District’s rejection of such RFQ Response for non-responsiveness.

4.2.1. Cover Sheet. Identify the submittal as the RFQ Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm’s address, telephone/fax numbers and email addresses of the firm’s principal contacts in connection with this RFQ or the RFQ Response.

4.2.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing LOR Services for the Project and a brief statement of the qualifications of the Respondent to provide LOR Services for the Project. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFQ. The letter of interest should be bound with other materials responding to this RFQ.

4.2.3. Table of Contents. Include a Table of Contents reflecting the Respondent’s responses to each of the items set forth below.

4.2.4. Tab 1; Qualifications Statement. Complete the Qualifications Statement attached as Attachment B to this RFQ for the Respondent.

4.2.5. Tab 2; Relevant Project Experience. Provide additional details of the Projects identified in the Qualifications Statement which reflect the skills, experience and other qualifications of the Respondent to successfully complete necessary LOR Services for the Project.

4.2.6. Tab 3; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Policy of Insurance	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim, Two Million Dollars (\$2,000,000) aggregate

4.2.7. Tab 4; Project Personnel Resumes. Provide current resumes for: (i) Respondent’s management or supervisory personnel responsible for Respondent’s performance under the LOR Agreement if awarded to Respondent; (ii) Respondent’s proposed Laboratory Manger(s) for the Project; and (iii) Respondent’s technical and professional personnel proposed to complete any part of the LOR Services under the LOR Agreement.

4.2.8. Tab 5; LOR Agreement Comments. Respondents must indicate in Tab 5 acceptance of all terms and conditions of the LOR Agreement, without conditions, qualifications or reservations or identify any term or condition of the LOR Agreement which the

Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the RFQ Response must set forth the complete text of the requested amendment or addition. Any Respondent whose RFQ Response does not identify modifications to terms or conditions of the attached LOR Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the LOR Agreement.

4.2.9. Tab 6; Price Proposal. Provide a price proposal for LOR Services on the form of Price Proposal attached to this RFQ as Attachment C.

4.2.10. Tab 7; Acknowledgment of Addenda.

If the District issued Addenda to the RFQ, Tab 7 must include the following statement:

The Respondent submitting this RFQ Response acknowledges receipt of Addenda Nos. _____. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ Response.

If the District did not issue Addenda to the RFQ, Tab 7 must include the following statement: "No Addenda issued."

4.3. Selection Criteria.

4.3.1. General. Each timely submitted RFQ Response will be independently reviewed by each member of the selection committee. A RFQ Response which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness.

4.3.2. District Policy. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District. Accordingly, award of the LOR Agreement is not based solely on proposed pricing for completion of LOR Services.

4.3.3. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated. The District reserves the right to exercise discretion in the weight and priority of the evaluation criteria.

4.3.3.1. Relevant Experience and Ability. The Respondent will be evaluated based on experience in successfully completing LOR Services for recent projects subject to DSA jurisdiction which are similar in size, scope, use and complexity as the Project and with similar test/inspection requirements.

4.3.3.2. Responsiveness to RFQ and Project Requirements. The District will evaluate responsiveness to the requirements of this RFQ as outlined in the RFQ.

4.3.3.3. Client Responsiveness. The District will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a higher education institution construction project, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.

4.3.3.4. Availability. The District will evaluate the availability of the Respondent and its professional and technical staff to be dedicated to completing Project tests/inspections in accordance with the Project schedule.

4.3.3.5. Proposed Pricing. The District will evaluate the pricing proposed for completion of LOR Services.

4.4. Interviews. At the sole discretion of the District, one or more of the Respondents may be invited to participate in an interview with the selection committee. Interviews, if conducted by the selection committee, will generally consist of no more than a ten (10) minute presentation

followed by questions posed by District. If requested by the selection committee, any Respondent invited to participate in the interview process shall have present at the interview: (i) its management/supervisory personnel responsible for Respondent's performance under the LOR Agreement and (ii) Respondent's Engineering Manager for Project tests/inspections.

- 4.5. Selection Committee Recommendation. Based upon evaluation of RFQ Responses in accordance with the selection criteria described above, the District will make a recommendation to the District's Board of Trustees for award of the LOR Agreement. The foregoing notwithstanding authority to award the LOR Agreement is vested solely in the District's Board of Trustees.
- 4.6. Rejection of RFQ Responses; Waiver of Irregularities. The District reserves the right to reject all RFQ Responses or to waive any immaterial irregularities or informalities in any RFQ Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.
- 4.7. Award of Contract. The LOR Agreement, if awarded, will be by action of the District's Board of Trustees. The District may, in the sole and exclusive discretion of the District and the District's Board of Trustees, elect to award more than one LOR Agreement to different Respondents for differing scopes of construction materials tests/inspections.

[END OF SECTION]

AGREEMENT FOR LABORATORY OF RECORD SERVICES

This Agreement for LOR Services (“Agreement”) is entered into [Click here to enter a date.](#) by and between WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (“District”) and [LABORATORY OF RECORD] (“LOR”). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District anticipates design and construction of a work of improvement commonly referred to as AAAA (“the Project”) which is situated on the District’s _____ campus.

WHEREAS, the District has retained _____ (“the Architect”) to provide certain services in connection with the Project.

WHEREAS, the District has retained _____ (“the Construction Manager”) to provide construction management services during construction of the Project.

WHEREAS, the Project is subject to the jurisdiction of the Division of State Architect (“DSA”)

WHEREAS, in connection with construction of the Project, the District is required by applicable law to retain the services of the LOR to complete test/inspection of Project construction materials; the construction materials tests/inspections required for the Project are identified in DSA Form 103 (“Form 103”) a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

WHEREAS, LOR, and all personnel employed by the LOR to complete LOR Services are duly qualified and capable of providing and performing the LOR Services set forth herein; including without limitation certifications, licensing and other qualifications necessary or required to complete the LOR Services assigned such personnel.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and LOR agree as follows:

AGREEMENT

ARTICLE 1 LABORATORY OF RECORD SERVICES

- 1.1 General. The LOR Services set forth in this Agreement shall be completed by personnel employed by the LOR who are skilled, experienced and qualified to perform and complete the LOR Services assigned to them.
- 1.2 LOR Services. The LOR Services include without limitation, completion of the tests/inspections of construction materials noted in Form 103. In addition, the LOR shall comply with all requirements of DSA Procedure Regulation PR13-01 (“PR13-01”) in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR13-01 or Form 103, the following describe, but do not limit or modify obligations, duties and responsibilities of the LOR under PR13-01 and Form 103.

- 1.2.1 Review of Construction Documents. Prior to commencement of LOR Services personnel assigned by the LOR to the Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Project and the construction/installation of portions thereof; (ii) the construction materials tests/inspections required for the Project; and (iii) the Project Construction Schedule.
- 1.2.2 Construction Materials Tests/Inspections.
- 1.2.2.1 Form 103. LOR shall conduct and complete all tests/inspections of construction materials noted in Form 103 for the Project.
- 1.2.2.2 LOR Timely Completion. LOR shall complete test/inspection of construction materials timely without delay, disruption or hindrance to the schedule progress of Project construction. Unless otherwise specifically agreed to by the District, LOR's personnel shall be available to complete tests/inspections of construction materials wherever situated within two (2) working days of notice to the LOR of the need to conduct such test/inspection.
- 1.2.2.3 LOR Tools, Equipment. LOR and its personnel shall provide all necessary tools, equipment, references and materials necessary to conduct tests/inspections subject to this Agreement and LOR's obligations under this. The Contract Price hereunder shall not be subject to adjustment on account of any tools, equipment, references or other materials obtained by LOR to complete tests/inspections subject to this Agreement or LOR's obligations under this Agreement.
- 1.2.3 LOR Reports. A material obligation of the LOR under this Agreement is the timely completion and submission of all reports required of the LOR under PR13-01. The foregoing includes without limitation, timely completion and submission of: (i) interim verified reports and (ii) verified report.
- 1.2.4 Form DSA 152 Inspection Card. The District or the Architect will request DSA to issue of Form DSA 152 Inspection Card for the Project. The LOR and its personnel assigned to the Project shall be responsible for complying with and completing all responsibilities of the LOR under PR13-01 relating to the Form DSA 152 Inspection Card.
- 1.2.5 Deviations from DSA Approved Construction Documents; LOR Billings. If construction materials subject to test/inspection hereunder deviate from requirements of the DSA approved Construction Documents and further/additional test/inspection are necessary after corrective or remedial work is completed, all costs, fees, expenses or other charges billed by the LOR to the District for such further/additional test/inspection shall be specifically noted in LOR billings hereunder as costs, fees, expenses or other charges for test/inspection of corrective/remedial work.
- 1.2.6 Duplicate Test/Inspection; LOR Billings. If any construction materials previously subject to acceptable test/inspection by LOR and LOR is subsequently requested to re-test/re-inspect the same or similar construction materials, LOR billings to District for such re-test/re-inspection shall be specifically noted in LOR billings as costs, fees, expenses or other charges for duplicate or repeated tests/inspections.
- 1.2.7 Project Meetings. If requested by the District or the Construction Manager, the LOR's personnel shall attend Project meetings or other meetings relating to Project construction/construction materials.
- 1.2.8 Project Communications. The LOR shall comply with project communications requirements established by the District for the Project, including without limitation, web-based Project communications and web-based Project records. The LOR's

personnel performing LOR Services shall, without adjustment of the Contract Price due the LOR hereunder, be sufficiently trained and skilled in the use and application of communications required by the District for the Project.

- 1.3 Prohibited Actions/Activities. The LOR and personnel of the LOR shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Documents or DSA approved modifications thereto; (ii) direct performance of any portion of the Work, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other Project participants, including without limitation, the Architect, the Construction Manager (if one is retained by the District for the Project) and the District.
- 1.4 Additional LOR Services. Services not included in the LOR Services are Additional LOR Services. Without invalidating this Agreement, the District may make changes to the LOR Services by adding, deleting or modifying the LOR Services described in herein by written notice to the LOR. If Additional LOR Services are authorized by the District which are not the result of the LOR's fault or neglect, the LOR will be compensated for authorized Additional LOR Services in accordance with this Agreement.
- 1.5 LOR Standard of Care. The LOR Services and authorized Additional LOR Services; if any, shall be performed and provided by LOR and its personnel: (i) using the LOR's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The LOR acknowledges that the LOR Services are to be provided and performed in conjunction with other services provided by other parties relating to the Project, including without limitation, the Architect, Construction Manager and the Contractor. Accordingly, LOR acknowledges and agrees that the LOR Services will be provided as required by the progress of Project construction and that the LOR Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of Project construction. The LOR is liable to the District for the consequences of its failure to provide, perform and/or complete the LOR Services or authorized Additional LOR Services in accordance with the terms of this Agreement.
- 1.6 LOR as Independent Contractor; Limited LOR Agency. In providing services under this Agreement, the LOR is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the LOR is authorized to act as an agent or representative of the District. The LOR shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the LOR to act on behalf of the District.
- 1.7 DIR Registered Contractor. At all times while providing LOR Services under this Agreement, the LOR shall be a registered contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5. Inspector Firm is currently a DIR Registered Contractor, with a DIR Registration Number of _____ and an expiration date of _____.

ARTICLE 2 DISTRICT RESPONSIBILITIES

- 2.1 Access to Project Site. The District will provide LOR and its personnel access to the Project Site for purposes of conducting test/inspection and performance of LOR

obligations hereunder. LOR and its personnel shall comply with all rules, regulations, restrictions and other use-limitations established in, on or about the Project Site. LOR personnel violating such rules, regulations, restrictions or use-limitations are subject to removal from the Site.

2.2 Project Information. The District will provide the LOR with one (1) copy of the Project Construction Documents.

ARTICLE 3 CONTRACT PRICE.

3.1 Contract Price for LOR Services. The Contract Price for the LOR Services under this Agreement the lump sum fixed price of _____ Dollars (\$_____). The basis of the District’s payment of the Contract Price for the LOR Services shall be in accordance with Exhibit B hereto (Test/Inspection Cost Breakdown). The Contract Price for the LOR Services is the full amount due from the District to the LOR for the LOR Services, including the LOR’s fee, personnel expenses (including all benefits and burdens) for LOR personnel and others providing any part of the LOR Services, travel of LOR personnel and others performing LOR Services to and from their respective offices/homes and the Project Site and the District’s Administrative Offices, travel within the **Counties of Monterey, Santa Cruz, San Benito, Santa Clara, San Mateo, San Francisco, Contra Costa and Alameda**, costs, expense or other charges for completing tests/inspections; materials, equipment and other items necessary to complete LOR Services, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with performance of LOR Services under this Agreement.

3.2 Adjustment of Contract Price for Off-Site Location Test/Inspection. If any test/inspection subject to this Agreement is required to be conducted or completed by LOR’s personnel at a location situated more than a one hundred (100) mile radius from the District’s Administrative Offices (“Off-Site Location”), the Contract Price set forth in Paragraph 3.1 is subject to adjustment for the following expenses associated with completion of test/inspection at an Off-Site Location. Except as expressly set forth below, there shall be no other adjustment of the Contract Price for any test/inspection completed at an Off-Site Location:

Item Description	Allowable Charge
Automobile travel (round trip)	_____ cents (___¢) per mile
Rented automobile	Economy class vehicle, at cost without mark-up
Airfare	Economy class airfare, at cost without mark-up
Lodging (per day)	_____ Dollars (\$_____)
Meals (per day)	_____ Dollars (\$_____)
Incidental Expenses (per day)	_____ Dollars (\$_____)

LOR Personnel Travel Time to/from Off-Site Location	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Dollars (\$ _____) per person
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- 3.3 Additional LOR Services. If the District authorizes Additional LOR Services, the District's payment of such Additional LOR Services shall be based upon a mutually agreed upon lump sum fixed price, based on the Test/Inspection Cost Breakdown attached hereto as Exhibit B.

- 3.4 Reimbursable Expenses. Except for adjustments of the Contract Price for test/inspection at an Off-Site Location pursuant to Paragraph 3.2 above, there are no Reimbursable Expenses due LOR for completing the LOR Services.

- 3.5 LOR Billings for Payment of Contract Price. During the course of providing LOR Services, LOR shall submit monthly billing invoices to the District for payment of the Contract Price for LOR Services and any authorized Additional LOR Services for tests/inspections completed in the immediately prior month. LOR's billings shall be in such form and format as may be reasonably requested by District.

- 3.6 District Payment of Contract Price. Within thirty (30) days of receipt of LOR's billing invoices, District will make payment to LOR of undisputed amounts of the Contract Price due for LOR Services, authorized Additional LOR Services and authorized Reimbursable Expenses. The District may withhold or deduct portions of the Contract Price otherwise due LOR hereunder if the LOR fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.

- 3.7 LOR's Payments. The LOR shall promptly pay its employees and others performing or providing LOR Services or authorized Additional LOR Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the LOR's payments to personnel providing or performing LOR Services or authorized Additional LOR Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing LOR Services or authorized Additional Services, the obligation for compliance rests solely with the LOR without adjustment of the Contract Price hereunder.

ARTICLE 4 INSURANCE; INDEMNITY

- 4.1 LOR Insurance. At all times during performance of LOR Services and authorized Additional LOR Services, the LOR shall maintain policies of insurance in the minimum coverage amounts set forth herein.

- 4.2 Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by LOR. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance

policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if LOR is a sole proprietorship form of business entity and there are no employees of the LOR, the foregoing requirements are inapplicable and waived for such an LOR.

- 4.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which LOR may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement. The District shall be an additional named insured to LOR's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.4 Automobile Liability Insurance. The Automobile Liability Insurance policy of LOR shall cover personal injury, accident damage and personal property damage arising out of owned, leased or rented automobiles. LOR's Automobile Liability Insurance shall be a combined single limit policy in the minimum coverage amount of One Million Dollars (\$1,000,000).
- 4.5 Professional Liability. LOR's Professional Liability insurance policy shall cover losses, damages and other liabilities arising out of LOR Services. The minimum coverage amount of LOR's Professional Liability Insurance policy shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.6 Policy Endorsements; Evidence of Insurance. The LOR shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.7 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.
- 4.8 Indemnity.
- 4.8.1 LOR Indemnity of District. To the fullest extent permitted by law, the LOR shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Trustees (including each individual member of the District's Board of Trustees), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death

of LOR's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of LOR, it's the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

4.8.2 District Indemnity of LOR. The District shall indemnify and hold harmless LOR from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

ARTICLE 5 TERM; TERMINATION; SUSPENSION

5.1 Term. The Term of this Agreement shall commence as of the date set forth above and unless earlier terminated pursuant to the provisions hereof, the Term shall expire upon completion of Project construction and the LOR's completion of all obligations of the LOR under this Agreement, Form 103 and PR13-01.

5.2 Termination for Default. Either the District or LOR may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to LOR if: (i) LOR becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by LOR or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for LOR or any of LOR's property on account of LOR's insolvency; or (ii) if LOR disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the LOR, if any, shall be based upon LOR Services and authorized Additional LOR Services provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the LOR, if any, shall be made by District only after completion of Project construction. LOR shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of LOR's default hereunder, to the extent that such losses, damages or other costs exceed any amount due LOR hereunder for LOR Services or authorized Additional LOR Services.

5.3 District Right to Suspend. The District may, in its discretion, suspend all or any part of Project construction or the LOR's services hereunder; provided, however, that if the District shall suspend construction of the Project or LOR's services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by the

LOR's default or the acts or omissions of the LOR, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by LOR, if any, as a direct result of the suspension and resumption of Project construction or LOR's services hereunder. Except as set forth herein, the Contract Price hereunder is not subject to adjustment for any suspension of Project construction authorized or directed by the District.

5.4 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to LOR terminate this Agreement, in whole or in part, for the District's convenience and without fault, neglect or default on the part of LOR. In such event, the Agreement, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the LOR or such other time as the District and LOR may mutually agree upon. In such event, the District shall make payment of the Contract Price to LOR for LOR Services and authorized Additional Services provided through the date of termination. Except as set forth above, the LOR shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of LOR Services.

5.5 LOR Suspension of LOR Services. If the District shall fail to make payment of the Contract Price undisputedly due the LOR, the LOR may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full of the undisputed portion of the Contract Price is received. In such event, LOR shall have no liability for any delays or additional costs of Project construction due to, or arising out of, such suspension.

5.6 LOR Obligations Upon Termination. Upon expiration of the Term of this Agreement or the termination hereof, LOR shall take action as directed by the District relating to the LOR Services and related work product. The LOR shall within five (5) days of such expiration or termination assemble and deliver to the District the LOR's Project Records including without limitation:: (i) all work product, instruments of service and other items of a tangible nature; (ii) documents, including drawings, reports and or electronic files thereof; (iii) tests results, inspection notes/observations; and (iii) product samples received or prepared by or on behalf of the LOR relating to the Project or LOR Services. The LOR may, at its sole cost and expense, make reproductions of the foregoing Project Records delivered to the District solely for LOR's archival purposes.

ARTICLE 6 MISCELLEANOUS

6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or LOR. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

6.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.

6.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of LOR and the District. Neither LOR nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

6.4 Project Records. Records, documents and other materials generated or received by LOR and its personnel in the course of performing services hereunder shall be delivered to the District upon termination of this Agreement or completion of obligations under this Agreement. LOR may, at its sole cost, make copies of such records for its own files.

6.5 Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Director, General Services
West Valley-Mission Community College District
14000 Fruitvale Avenue
Saratoga, California 95070

If to LOR:

6.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the LOR.

6.7 Definitions.

6.7.1 Architect. The Architect is the person or entity identified as such in this Agreement. The Architect is retained by the District to prepare Design Documents for the Project and to provide other services in connection with design, bidding and construction of the Project. The term "Architect" includes Design Consultants retained by the Architect.

6.7.2 Contractor. The Contractor is the person or entity under contract to the District to construct the Project or portions thereof. The term "Contractor" includes Subcontractors under contract to the Contractor and if the District awards more than one Construction Contract for construction of the Project, the term "Contractor" shall refer to all such Contractors.

6.7.3 Site. The physical area designated in the Construction Documents for Project construction and related activities.

6.7.4 Construction Documents. Drawings, specifications and other Instruments of Service prepared by or on behalf of the Architect for bidding and construction of the Project which are approved by DSA and permitted by DSA for construction. Construction Documents include modifications thereto authorized by the District after approval and permitting by DSA.

6.7.5 Construction Manager. The Construction Manager, if one is designated by the District for the Project, is an independent contractor retained by the District to assist the District in connection with construction of the Project. The Construction

Manager is authorized to act on behalf of the District in connection with the Project as set forth herein and in the Construction Documents.

6.8 Disputes.

6.8.1 LOR Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the Contract Price due the LOR, notwithstanding any disputes between District and the LOR hereunder, the LOR shall continue to provide and perform LOR Services and authorized Additional LOR Services pending a subsequent resolution of such disputes.

6.8.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the LOR and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Construction Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the LOR commencing arbitration proceedings pursuant to the following Paragraph.

6.8.3 Arbitration. All claims, disputes or other matters in controversy between LOR and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the JAMS Construction Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the LOR and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the JAMS Construction Arbitration Rules shall be invalid and unenforceable. The District and the LOR hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the LOR, the Construction Manager if any, the Contractor, Architect or the District relating to the Project and arising in whole or in part out of this Agreement or the services provided by or through the LOR hereunder, LOR and District agree that any arbitration proceedings initiated between LOR and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the Site.

6.8.4 LOR Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the LOR's submission of claims to the District. The PM's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the PM's initiation of any other dispute resolution procedure or proceeding.

6.8.5 Limitation on Arbitration. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Santa Clara, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding

in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

6.9 Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the LOR shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the LOR expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the LOR expressly waives and relinquishes any recovery of special or consequential damages from the District.

6.10 Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and LOR concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and LOR. This Agreement and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

EXHIBIT A DSA FORM 103
EXHIBIT B TEST/INSPECTION COST BREAKDOWN

IN WITNESS WHEREOF, the District and LOR have executed this Agreement as of the date set forth above.

“DISTRICT”

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

“LOR”

[LOR NAME]

By: _____

Title: _____

**AGREEMENT FOR LABORATORY OF RECORD SERVICES
BETWEEN WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND**

**EXHIBIT A
DSA FORM 103**

**AGREEMENT FOR LABORATORY OF RECORD SERVICES
BETWEEN WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT AND**

**EXHIBIT B
TEST/INSPECTION COST BREAKDOWN**

Test/Inspection Description	Unit Description (per test/inspection, per hour, etc.)	Costs Per Unit

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
RFQ FOR LABORATORY OF RECORD SERVICES
QUALIFICATIONS STATEMENT
RFQ # 03-1516
ATTACHMENT B

1. Respondent Information.

1.1. Respondent Name:

1.2. Address:

Physical Office Location:

Street Address : _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address : _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent's principal contacts:

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

1.6. Length of time Respondent has been in business providing LOR Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

2. Insurance.

2.1. Commercial General Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.2. Automobile Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.3. Professional Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.4. Workers' Compensation Insurance.

Insurer: _____

Current Policy No.: _____

Workers' Compensation Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

3. References. Complete the following to identify: (i) owner references that are California public K-12 School Districts and/or California Community College Districts; and (ii) architect references. Architect references must be architects that have served as the architect of record for K-12 school or community college projects subject to DSA jurisdiction. A minimum of three (3) references are required per category.

Public School Owners (California K-12 public school districts or California Community College Districts only)			
Owner Name	Address	Telephone No.	Contact Name

Architects (Architect of Record for projects subject to DSA jurisdiction)			
Firm Name	Address	Telephone No.	Contact Name

4. Personnel Resumes. Attach in Tab 4 of the RFQ Response current resumes of: (i) Respondent’s management, executive and supervisory personnel responsible for Respondent’s performance under the LOR Agreement; (ii) the Engineering Manager proposed by Respondent for the Project; and (iii) other professional/technical personnel proposed by the Respondent for completion of any of the LOR Services.

5. **Prior DSA Laboratory of Record Experience.** Duplicate the following to provide details of **all California K-12 School District or California Community College District projects** for which your organization provided construction materials test/inspection services **within the past five (5) years**. Complete the following for each Project subject to the foregoing. Attach completed copies of the following to the completed and executed Qualifications Statement submitted concurrently with the Respondent's RFQ Response.

Project Identification (by name or other identification for project)	
Project Description (including building structural system, type of building occupancy, square footage, etc.)	
Scope/Description of construction materials test/inspection provided	
Respondent's Engineering Manager for Project	
Project Owner (include contact person and contact information for contact person)	
Architect of Record for Project (include contact person and contact information for contact person)	
Construction Manager, if applicable (include contact person and contact information for contact person)	

6. **DSA Laboratory Certification.** Respondent is currently approved/certified by DSA as a test/inspection laboratory for the following (check all that are applicable).

TEST QUALIFICATIONS

- | | |
|--|--|
| <input type="checkbox"/> Soils | <input type="checkbox"/> Shotcrete |
| <input type="checkbox"/> Aggregates | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Reinforcing Steel | <input type="checkbox"/> Structural Steel |
| <input type="checkbox"/> Post Installed | <input type="checkbox"/> High Strength Bolts |
| <input type="checkbox"/> Anchors | <input type="checkbox"/> Non-Destructive (NDT) |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Other |

INSPECTION QUALIFICATIONS

- | | |
|--|---|
| <input type="checkbox"/> Earthwork | <input type="checkbox"/> Fireproofing |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Glu-Lam Timber |
| <input type="checkbox"/> Pre-Stressed Concrete | <input type="checkbox"/> Other |
| <input type="checkbox"/> Post-Installed Anchor | |
| <input type="checkbox"/> Shotcrete | |
| <input type="checkbox"/> Masonry | |
| <input type="checkbox"/> High Strength Bolting | |

7. Questionnaire. A Respondent will not be deemed qualified if the answer to any of Questions 7.1 through 7.6 in this section results in a “not qualified” response. A “not qualified” response to any of Question 7.1 through 7.6 will result in the District’s rejection of the RFQ Response for failure of the Respondent to meet minimum qualifications requirements. The District reserves the right to request the Respondent to furnish additional information or details relating to any of Respondent’s responses to the following Questions. The District may, in the District’s sole discretion, independently investigate the Respondent’s responses to any of the following Questions. If any of the responses to Questions 7.8 through 7.30 is a “yes”, the Respondent must set forth details in a separate attachment to this Qualifications Statement.

7.1. Respondent is currently a DSA listed Accepted Testing Laboratory
 Yes No (not qualified)

7.2. The Respondent is a DIR Registered Contractor.
 Yes No (not qualified)
Respondent’s DIR Registration No.: _____

7.3. The Respondent maintains a commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 Yes No (not qualified)

7.4. The Respondent maintains a an automobile liability insurance policy with combined single coverage limits of at least \$1,000,000.
 Yes No (not qualified)

7.5. The Respondent maintains a professional liability insurance policy with a coverage limits of at least \$1,000,000 per claim and \$2,000,000 in the aggregate.
 Yes No (not qualified)

7.6. The Respondent maintains current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.
 Yes No (not qualified)
 Respondent is exempt from this requirement, because it has no employees.

7.7. The Engineering Manager proposed by Respondent for the Project has completed either an in person training session conducted by DSA or watched the entirety of a DSA webinar regarding DSA PR13-01.
 Yes No (not qualified)

7.8. Has your organization ever refused to sign a contract for project test/inspection services awarded to it?
 Yes No

7.9. Has your organization ever failed to complete a contract for project test/inspection services?
 Yes No

7.10. Has your organization ever been declared in default under a contract for project test/inspection services?
 Yes No

- 7.11. Has your organization ever been denied an award of a contract based upon a finding by a public agency that your organization was not a responsible bidder?
 Yes No
- 7.12. Has your organization been a party to a contract for project test/inspection services which was terminated by the project owner for the convenience of the project owner?
 Yes No
- 7.13. Has your organization been a party to a contract for project test/inspection services which was terminated by the project owner for your organization's default or breach of obligations thereunder?
 Yes No
- 7.14. Has a lawsuit ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No
- 7.15. Has a lawsuit ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No
- 7.16. Has a lawsuit ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No
- 7.17. Have arbitration proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No
- 7.18. Have arbitration proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No
- 7.19. Have arbitration proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No
- 7.20. Have mediation proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No

- 7.21. Have mediation proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No
- 7.22. Have mediation proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization?
 Yes No
- 7.23. Within the past ten (10) years, has your organization or any principal/equity owner of your organization been subject to any legal judgments or arbitration awards, whether or not such legal judgments or arbitration awards arise out of project test/inspection services?
 Yes No
- 7.24. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization?
 Yes No
- 7.25. Has any insurer, for any policy of insurance, refused to issue or to renew an insurance policy for your organization?
 Yes No
If yes, on how many occasions? _____
- 7.26. Have any claims been made against a policy of professional liability (errors and omissions) insurance obtained by your organization in connection with project test/inspection services?
 Yes No
- 7.27. Has an architect of record for a DSA Project requested that any employee of your organization be removed from providing test/inspection services for a project?
 Yes No
- 7.28. Has any project owner requested that any of the personnel proposed by your organization for assignment to the Project be removed from a project?
 Yes No
- 7.29. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided project test/inspection services and your organization did not file timely file a Verified Report for the Project with DSA?
 Yes No
- 7.30. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided project test/inspection services which was not closed-out by DSA because: (i) results of tests/inspections completed by your organization were not submitted; (ii) your organization did not submit Verified Reports; or (iii) any failure of your organization to comply with DSA processes or procedures relating construction materials tests/inspections, results of tests/inspections or filing/submittal of test/inspection reports?
 Yes No

8. Accuracy and Authority.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement.

The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFQ Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)

(Typed or written name)

**RFQ FOR CONSTRUCTION MATERIALS TESTS/INSPECTIONS
FOR DS-Facilities Building Replacement – Increment 2
RFQ NO. 03-1516**

ATTACHMENT C; PRICE PROPOSAL

Respondent: _____

The above-identified Respondent proposes the following pricing for test/inspection services for the Project:

1. Form 103 Tests/Inspections. Respondent proposes a lump sum, fixed price of _____ Dollars (\$_____) for completion of the tests/inspections for the Project as indicated in DSA Form 103, attached to the RFQ as Attachment D and completion of LOR Services under the LOR Agreement attached to the RFQ as Attachment D.
2. Breakdown of Proposed Test/Inspection Pricing. The pricing proposed in Paragraph 1 above is broken down for each test/inspection as follows:

Test/Inspection Description	Unit Description (per test/inspection, per hour, etc.)	Costs Per Unit

3. Duplicate, Repeated Tests/Inspections. If any construction materials subject to any test/inspection noted in Paragraph 2 above and the Respondent is requested to duplicate or repeat such tests/inspections for the same or similar construction materials, Respondent's charges for such duplicate or repeated test/inspection:

- ___ The same charge as the initial test/inspection price proposed in Paragraph 2.
- ___ Will vary from the initial test/inspection price proposed in Paragraph 2 as follows: _____ .

4. Test/inspection Location. Pricing proposed in Paragraphs 1 and 2 for tests/inspections is

inclusive of travel, transportation and related costs for the Respondent's personnel to test/inspection locations within a one hundred (100) mile radius of the District's Administrative Offices.

- Yes
- No.

If "No", the Respondent must attach a description how travel or transportation charges are billed for test/inspection conducted within a one hundred (100) mile radius of the District's Administrative Offices.

5. Off-Site Tests/Inspections. If any test/inspection is conducted beyond a one hundred (100) mile radius of the District's Administrative Offices ("Off-Site Location"), the Respondent proposes the following charges:

5.1. Automobile Travel; Costs Per Mile. If LOR personnel travel to an Off-Site Location, the charge per mile traveled by automobile is _____ cents (____¢) per mile, with mileage charges for round-trip travel.

5.2. Airfare. If LOR personnel travel to an Off-Site Location by air, the charge is the actual costs of economy class airfare without mark-ups.

5.3. Rental Car. If LOR personnel travel by air to an Off-Site Location, and a rental car is reasonably necessary to complete test/inspection at an Off-Site Location, the charge is the actual costs for an economy class rental car without mark-ups.

5.4. Per Diem Expenses. If LOR personnel travel to an Off-Site Location and an overnight stay or more is required to complete test/inspection at the Off-Site Location, the per diem charge (excluding mileage or airfare charges) for lodging, meals and incidental expenses is:

Lodging _____ Dollars (\$_____) per day.
 Meals _____ Dollars (\$_____) per day.
 Incidental Expenses _____ Dollars (\$_____) per day.

5.5. Charges for Personnel Travel Time. If LOR personnel travel to an Off-Site Location, Respondent proposes to bill the District for travel time of LOR personnel as follows:

- No travel charges for LOR personnel travel to/from Off-Site Location
- Flat rate travel charge for LOR personnel travel to/from Off-Site Location of _____ Dollars (\$_____) per person travelling
- Hourly rate charge for LOR personnel travel to/from Off-Site Location at _____ Dollars (\$_____) per hour per person travelling

6. Acknowledgment and Confirmation. The Respondent acknowledges its receipt and review of the Construction Documents and Form 103 so that it has a full and complete understanding of the test/inspection required for the Project. The Respondent certifies that it is a DSA listed Accepted Testing Laboratory and that Respondent and its personnel are duly certified, licensed, approved and otherwise qualified to complete the test/inspection required for the Project by Form 103 and other obligations of the LOR under the LOR Agreement, if the LOR Agreement is awarded to

Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Price Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Price Proposal.

By: _____
(Signature of Respondent's Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____

**RFQ FOR CONSTRUCTION MATERIALS TESTS/INSPECTIONS
FOR DS-Facilities Building Replacement – Increment 2
RFQ NO. 03-1516**

ATTACHMENT D; DSA Form 103