

ANTELOPE COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ”)
ON-GOING PROJECT TESTS/INSPECTION SERVICES
RFQ NO. AVC2015/2016-29

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**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND FEE PROPOSALS (“RFQ”)
ON-GOING PROJECT TESTS/INSPECTION SERVICES
RFQ NO. AVC2015/2016-29**

ANTELOPE VALLEY 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”) submit responses to this RFQ for on-going construction materials tests/inspections.

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 LORs to provide on-going construction materials tests/inspections for Projects assigned from time-to-time by the District (“Assigned Projects”) to LORs awarded a LOR Contract pursuant to this RFQ. 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 LORs.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by contacting the District’s Purchasing/Contracts Manager whose contact information is noted herein. The RFQ is also available online at <https://www.avc.edu/administration/busserv/rfpbiddocs>, and the Public Purchase website. Respondents desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>.

Registering will allow Respondents to receive up-to-date RFQ notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFQ. In the event this RFQ is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFQ document.

1.1.3. District RFQ Contacts. Questions are to be submitted via the Public Purchase portal noted above. If Respondents are having issues or have other communications relating to this RFQ, Respondents should be directed to the District at:

Mina Hernandez, Manager-Purchasing and Contract Services
Antelope Valley Community College District
3041 West Avenue K, Adm. Building Room 154
Lancaster, California 93536-5426
mihernandez@avc.edu
661.722.6310

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), materials specifically marked “Confidential” or “Proprietary” and Respondents’ Financial

Statements, 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 on Friday, July 15, 2016; 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 On-Going Laboratory of Record Services
Attachment B	Qualifications Statement
Attachment C	Pricing Proposal
(not attached)	DSA Form 103

2. The District and the Assigned Projects.

2.1. The District. The District is a part of the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 18,000 students. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District’s Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District’s Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program’s curriculum will start no later than fall 2017 addressing airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District’s website at <http://www.avc.edu/>.

2.2. The Assigned Projects. The LORs selected through this RFQ will be part of a “pool” of LORs from which the District will assign specific Projects from time-to-time, in the sole discretion of the District. The scope of Projects assigned to the selected construction management services firms are anticipated include a range of projects of varying scopes, durations and dollar values, ranging from small dollar value, limited scope projects to major capital outlay projects of significant scope and multi-million dollar value. The scope of services to be provided by a LOR for an Assigned Project, the compensation to the LOR for an Assigned Project and other specific obligations of the LOR relating to an Assigned Project will be set forth in a Project Assignment Amendment to the LOR Agreement. Respondents selected for the LOR “pool” through this RFQ will be requested to submit informal proposals for specific projects developed by the District; the LOR selected for each Assigned Project in the sole discretion of the District.

3. LOR Services.

3.1. Construction Materials Test/Inspection Services. The LORs selected through this RFQ shall perform and complete the construction materials test/inspection for each Assigned Project as set forth in DSA Form DSA-103 (“Form 103”) for each Assigned Project.

3.2. LOR Agreement. Attachment A to this RFQ is a form of Agreement for On-Going Laboratory of Record Services (“the LOR Agreement”) which the District anticipates executing with the firms 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. The specific LOR Services for an Assigned Project shall be as set forth in the Project Assignment Amendment (“PAA”) for each Assigned Project.

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. RFQ Activities: Timeline. The following is a description of the principal activities to be completed under this RFQ and the timeline for completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFQ activities and/or the timeline for commencing/completing RFQ activities.

RFQ Activity	Date & Time (PST)
Last day for submittal of RFQ questions	7/15/2016 4:00PM
Responses to RFQ Questions issued	7/22/2016
Latest date and time for submittal of RFQ Responses	7/28/2016 2:00PM
Interviews, if conducted	TBD
Board action to award Project Inspector Contracts	Monday, September 12, 2016

4.2. Submission of RFQ Responses.

4.2.1. Latest Date/Time for Submission of RFQ Response. **The latest date/time for submission of RFQ Responses is set forth in Paragraph 4.1.** RFQ Responses which are not actually received in the office of the District’s Contracts/Purchasing Manager 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 centralized 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 centralized mailroom will be distributed to the intended recipients only as part of the mailroom’s daily delivery routine. A response to this RFQ which is received in the District’s central mailroom will not be deemed received by the office of the District’s Contracts/Purchasing Manager until delivery of such item is effectuated to the office of the District’s Contracts/Purchasing Manager. Accordingly, Respondents are encouraged to personally deliver RFQ Responses directly to the office of the District’s Contracts/Purchasing Manager or to retain a private service to personally deliver RFQ Responses to the Office of the Contracts/Purchasing Manager.

4.3. Location for Submission of RFQ Response. RFQ Responses shall be enclosed and sealed in an envelope or container bearing the title of the project, the project’s number and the name of the Bidder, and delivered in one of the following methods:

<p style="text-align: center;"><u>Hand-delivered to:</u> Antelope Valley Community College District Attention: Mina I. Hernandez Purchasing & Contract Services Manager 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>	<p style="text-align: center;"><u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u> Antelope Valley Community College District Attention: Mina I. Hernandez Purchasing & Contract Services Manager 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>
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EMAIL OR FAXED STATEMENTS OF QUALIFICATION/PROPOSAL WILL NOT BE ACCEPTED.

It is the responsibility of Respondents to verify that their RFQ Responses have been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.

4.4. RFQ Response Contents/Format.

4.4.1. RFQ Response. All materials submitted in response to this RFQ shall be on 8 ½” x 11” paper, preferably in portrait orientation, 12 point (or larger) Arial, Calibri or Times New Roman font with 1” page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Statement of Qualification/Proposal. 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 to the RFQ Response Format described in Paragraph 4.5 below.

4.4.2. Additional Materials. Respondents are not prohibited but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.5 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.5 below, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the matters set forth in Paragraph 4.5.

4.4.3. Copies of RFQ Response. Each Respondent shall submit one (1) complete electronic version on a flash drive, one (1) original and three (3) copies of their respective RFQ Responses.

4.5. 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.

4.5.1. 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.

- 4.5.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing LOR Services for Assigned Projects and a brief statement of the qualifications of the Respondent to provide LOR Services for Assigned Projects. 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.
- 4.5.3. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.
- 4.5.4. Tab 1; Qualifications Statement. Complete the Qualifications Statement attached as Attachment B to this RFQ for the Respondent.
- 4.5.5. 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 Assigned Projects.
- 4.5.6. 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

- 4.5.7. 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 Manager(s); and (iii) Respondent's technical and professional personnel proposed to complete any part of the LOR Services under the LOR Agreement.
- 4.5.8. 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.
- 4.5.9. Tab 6; Price Proposal. Provide a price proposal for LOR Services on the form of Price Proposal attached to this RFQ as Attachment C.
- 4.5.10. 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."

4.6. Selection Criteria.

4.6.1. 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.

4.6.2. 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.

4.6.3. 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.

4.6.3.1. Relevant Experience and Ability (25 points). The Respondent will be evaluated based on experience in successfully completing LOR Services for recent projects subject to DSA jurisdiction.

4.6.3.2. Responsiveness to RFQ (15 points). The District will evaluate responsiveness to the requirements of this RFQ as outlined in the RFQ.

4.6.3.3. Client Responsiveness (25 points). 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.

4.6.3.4. Availability (10 points). The District will evaluate the availability of the Respondent and its professional and technical staff to be dedicated to completing LOR Services when required for an Assigned Project.

4.6.3.5. Proposed Pricing (25 points). The District will evaluate the pricing proposed for completion of LOR Services.

4.7. 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 Laboratory Manager for Project tests/inspections.

4.8. Selection Committee Recommendation. Based upon evaluation of RFQ Responses in accordance with the selection criteria described above, the District will make recommendations to the District's Board of Trustees for award of the LOR Agreement. The District anticipates award of the LOR Agreement to at least three (3) LORs and not more than five (5) LORs. The foregoing notwithstanding, authority to award the LOR Agreement is vested solely in the District's Board of Trustees.

4.9. 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.

- 4.10. Award of LOR Agreements. 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 ON-GOING LABORATORY OF RECORD SERVICES

This Agreement for On-Going Laboratory of Record Services (“Agreement”) is entered into [Click here to enter a date.](#) by and between ANTELOPE VALLEY 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, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities and maintenance (deferred and scheduled) of physical facilities and equipment/building repairs; these works of improvement are hereinafter collectively referred to as “the Projects” and singularly referred to as “an Assigned Project”.

WHEREAS, in or about June, 2016, the District issued a Request for Qualifications (“RFQ”) pursuant to which the District solicited proposals from firms which are approved by the Division of State Architect (“DSA”) Laboratory Evaluation and Acceptance Program (“LEA”) to provide construction materials test/inspection services for Assigned Projects on an on-going basis.

WHEREAS, the LOR submitted a written response to the RFQ (“the RFQ Response”); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

WHEREAS, the District desires to retain the LOR to provide and perform construction materials tests/inspections and related services during construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment (“PAA”) in substantially the form attached hereto as Exhibit A.

WHEREAS, LOR and its personnel providing LOR Services are qualified and capable of providing and performing the LOR Services and other obligations of the LOR under this Agreement in accordance with the terms hereof.

WHEREAS, as required by DSA Regulations, the LOR and personnel of the LOR completing LOR Services shall be duly qualified and certified by DSA to complete the LOR Services for an Assigned Project.

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

AGREEMENT

ARTICLE 1 LOR 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. At all times during the Term of this Agreement and when providing LOR Services for an Assigned Project, the LOR must be accepted into DSA’s Laboratory Evaluation and Acceptance Program.
- 1.2 Assigned Projects. The LOR will complete LOR Services for each Project assigned to the LOR (“Assigned Project”) for completion of LOR Services by a Project Assignment Amendment (“PAA”) in the form and content attached hereto as Exhibit A. The LOR acknowledges that the District has the sole discretion to retain others to provide LOR Services for any District work of improvement. Unless the District issues the LOR a PAA for an Assigned Project pursuant to the terms hereof, the LOR is not obligated to provide any LOR Services and there is no compensation due from the District to the LOR.
- 1.3 LOR Services. Unless otherwise expressly provided in a PAA for an Assigned Project, the LOR Services for each Assigned Project include without limitation, completion of the tests/inspections of construction materials noted in DSA Form 103 for the Assigned

Project. 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 DSA Form 103, the following describe, but do not limit or modify obligations, duties and responsibilities of the LOR under PR13-01 and DSA Form 103 for an Assigned Project.

- 1.3.1 Review of Construction Documents. Prior to commencement of LOR Services for an Assigned Project, personnel assigned by the LOR to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the construction materials tests/inspections required for the Assigned Project; and (iii) the Assigned Project Construction Schedule.
- 1.3.2 Construction Materials Tests/Inspections.
 - 1.3.2.1 DSA Form 103. Unless otherwise indicated in the PAA for an Assigned Project, LOR shall conduct and complete all tests/inspections of construction materials noted in DSA Form 103 for the Assigned Project.
 - 1.3.2.2 LOR Timely Completion. LOR shall complete test/inspection of construction materials timely without delay, disruption or hindrance to the schedule progress of Project construction.
 - 1.3.2.3 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 Agreement. 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.
- 1.3.3 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 for each Assigned Project. The foregoing includes without limitation, timely completion and submission of: (i) interim verified reports and (ii) verified report for each Assigned Project.
- 1.3.4 Form DSA 152 Inspection Card. The District or the Architect for each Assigned Project will request DSA to issue of Form DSA 152 Inspection Card for the Assigned Project. The LOR and its personnel assigned to the Assigned 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.
- 1.3.5 Deviations from DSA Approved Construction Documents; LOR Billings. If construction materials subject to test/inspection deviate from requirements of the DSA approved Construction Documents for the Assigned Project 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.
- 1.3.6 Duplicate Test/Inspection; LOR Billings. If any construction materials previously subject to acceptable test/inspection by LOR and LOR are 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.

- 1.3.7 Project Meetings. If requested by the District or the Construction Manager, the LOR's personnel shall attend Assigned Project meetings or other meetings relating to Assigned Project construction/construction materials.
- 1.3.8 Assigned Project Communications. The LOR shall comply with project communications requirements established by the District for each Assigned 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 for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 1.4 LOR Scheduling and Completion of Tests/Inspections. The Construction Manager, District or Architect will notify the LOR of when LOR personnel are required at the Site or other location to complete test/inspections of construction materials ("LOR Test Notice") for an Assigned Project. Provided that LOR Test Notice is delivered to the LOR at least two (2) business days in advance of the date for LOR personnel at the Site or other location to complete the test(s)/inspection(s) designated in the LOR Test Notice, the LOR shall conduct and complete the test(s)/inspection(s) designated in accordance with each LOR Test Notice. The LOR is liable to the District for all costs, losses, charges or liabilities arising out of the failure of the LOR to complete LOR Services in accordance with LOR Test Notices.
- 1.5 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 for an Assigned Project; (ii) direct performance of any portion of the Work of an Assigned Project, 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 participants to the Assigned Project, including without limitation, the Architect, the Construction Manager and the District.
- 1.6 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.
- 1.7 LOR Standard of Care. The LOR Services and authorized Additional LOR Services for each Assigned Project; 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 each Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor for the Assigned Project. Accordingly, LOR acknowledges and agrees that the LOR Services will be provided as required by the progress of construction of the Assigned Project 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 construction of the Assigned Project. 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.

- 1.8 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.
- 1.9 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.

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 for each Assigned Project shall be set forth in the PAA for each Assigned Project. The basis of the District’s payment of the Contract Price for the LOR Services for each Assigned Project shall be in accordance with the Test/Inspection Cost Breakdown attached to and incorporated into each PAA for an Assigned Project. The Contract Price for the LOR Services set forth in a PAA is the full amount due from the District to the LOR for the LOR Services for the Assigned Project, 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 Los Angeles, Orange, Ventura and Kern**, 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 a PAA 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 for the Assigned Project 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 Assigned Project 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

Item Description	Allowable Charge
Lodging (per day)	_____ Dollars (\$_____)
Meals (per day)	_____ Dollars (\$_____)
Incidental Expenses (per day)	_____ Dollars (\$_____)
LOR Personnel Travel Time to/from Off-Site Location	_____ Dollars (\$_____) per person

- 3.3 Additional LOR Services. If the District authorizes Additional LOR Services for an Assigned Project, 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 for the Assigned Project.
- 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 for an Assigned Project.
- 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 and with such substantiating materials as may be reasonably requested by District. If the LOR is concurrently providing LOR Services for multiple Assigned Projects, the LOR shall submit separate billings for each Assigned Project.
- 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 Assigned Project LOR Services, authorized Additional LOR Services and authorized Reimbursable Expenses. The District may withhold or deduct portions of the Contract Price otherwise due LOR for an Assigned Project 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 for an Assigned Project 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 for an Assigned Project.

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. Unless earlier terminated pursuant to the terms of this Agreement, the Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at expiration of the Term, there are remaining LOR Services or authorized Additional Services to be performed by the LOR in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the LOR shall continue to diligently perform and complete all such remaining LOR Services or authorized Additional Services for the Assigned Project and the District will continue to make payment for the LOR Services and authorized Additional Services in accordance with the terms of the PAA for such an Assigned Project.
- 5.2 Termination for Default. Either the District or LOR may terminate this Agreement and all pending PAAs 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 and all pending PAAs pursuant to the foregoing, the District may terminate this Agreement and all pending PAAs 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 for Assigned Projects provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price for each Assigned Project 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 construction of all Assigned Projects pending at the time of termination. 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 construction of an Assigned Project or the LOR Services for an Assigned Project; provided, however, that if the District shall suspend construction of an Assigned Project or LOR Services for an Assigned Project 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 for the Assigned Project 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 construction of the Assigned Project or LOR Services for the Assigned Project. Except as set forth herein, the Contract Price for an Assigned Project hereunder is not subject to adjustment for any suspension of 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 or a PAA, 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 PAA, 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 Assigned Project 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 fails to make payment of the Contract Price undisputedly due the LOR for an Assigned Project, the LOR may, upon seven (7) days advance written notice to the District, suspend further performance of LOR Services for the Assigned Project 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 construction of the Assigned Project 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:
Mina Hernandez
Manager, Purchasing and Contract Services
Antelope Valley Community College District
3041 West Ave K
Lancaster, California 93536-5426

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 this Agreement, 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 hereunder; the LOR expressly waives and relinquishes any recovery of special or consequential damages from the District.

6.10 Entire Agreement. The foregoing and Exhibit A hereto (Project Assignment Amendment) 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.

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

"DISTRICT"
ANTELOPE VALLEY COMMUNITY
COLLEGE DISTRICT

"LOR"
[LOR NAME]

By: _____

By: _____

Title: _____

Title: _____

**PROJECT ASSIGNMENT AMENDMENT
EXHIBIT A TO
AGREEMENT FOR ON-GOING LABORATORY OF RECORD SERVICES**

This Project Assignment Amendment (“PAA”) is entered by and between Antelope Valley Community College District and _____ (“LOR”) as of [Click here to enter a date..](#)

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Laboratory of Record Services (“Agreement”) which generally establish the terms and conditions for the LOR’s completion of Laboratory of Record Services.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

NOW THEREFORE, the District and LOR and agree as follows:

1. **Assigned Project Description.** The Assigned Project is described as follows:

_____.
2. **Assigned Project Form 103.** DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is attached hereto as PAA Attachment 1 and incorporated by this reference.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials noted in the Assigned Project DSA Form 103 attached hereto, except for the following: _____.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections included within the LOR Services as set forth in PAA Attachment 2 (Test/Inspection Pricing).
5. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and LOR have executed this PAA as of the date set forth above

**“District”
ANTELOPE VALLEY COMMUNITY
COLLEGE DISTRICT**

“LOR”

By: _____

By: _____

Title: _____

Title: _____

**PAA ATTACHMENT 1
DSA FORM 103**

**PAA ATTACHMENT 2
PRICING**

**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
RFQ FOR LABORATORY OF RECORD SERVICES
QUALIFICATIONS STATEMENT
RFQ AVC2015/2016-29
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"/> Masonry |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> High Strength Bolting |
| <input type="checkbox"/> Pre-Stressed Concrete | <input type="checkbox"/> Fireproofing |
| <input type="checkbox"/> Post-Installed Anchor | <input type="checkbox"/> Glu-Lam Timber |
| <input type="checkbox"/> Shotcrete | <input type="checkbox"/> Other |

7. Questionnaire. A Respondent will not be deemed qualified if the answer to any of Questions 7.1 through 7.7 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. Has your organization ever refused to sign a contract for project test/inspection services awarded to it?
 Yes No

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

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

7.10. 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

7.11. 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

7.12. 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

- 7.13. 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
- 7.14. 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
- 7.15. 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
- 7.16. 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
- 7.17. 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
- 7.18. 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
- 7.19. 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
- 7.20. 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
- 7.21. Have mediation proceedings ever been initiated 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
- 7.22. 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
- 7.23. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization?
 Yes No
- 7.24. 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? _____

- 7.25. 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
- 7.26. 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
- 7.27. 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
- 7.28. 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
- 7.29. 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 ON-GOING CONSTRUCTION MATERIALS TESTS/INSPECTIONS
RFQ NO. AVC2015/2016-29**

ATTACHMENT C; PRICE PROPOSAL

Respondent: _____

The above-identified Respondent proposes the following pricing for test/inspection services for Assigned Projects as follows:

1. Breakdown of Proposed Test/Inspection Pricing. The Respondent proposes pricing for tests/inspections as set forth in Price Proposal Attachment 1 hereto.
2. Proposed Pricing Adjustment. Is the pricing proposed for tests/inspections in Price Proposal Attachment 1 subject to adjustment over the anticipated five (5) year Term of the LOR Agreement?
 - Yes
 - No

If the response is "No" provide a detailed and specific description of how the Respondent proposes to adjust proposed pricing for tests/inspections over the anticipated Term of the LOR Agreement:

3. Duplicate, Repeated Tests/Inspections. If any construction materials subject to any test/inspection noted in Price Proposal Attachment 1 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 Price Proposal Attachment 1.
 - _____ Will vary from the initial test/inspection price proposed in Price Proposal Attachment 1 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 privately owned automobile is _____ cents (____¢) per mile. Mileage charges will be billed for:

- _____ One way travel
- _____ Round trip

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.

_____ Yes _____ No, if no attach details of proposed pricing.

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.

_____ Yes _____ No, if no attach details of proposed pricing.

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 not to exceed 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 LOR 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 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 by DSA Form 103 for each Assigned Project 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 ON-GOING CONSTRUCTION MATERIALS TESTS/INSPECTIONS
RFQ NO. AVC2015/2016-29
ATTACHMENT C; PRICE PROPOSAL
ATTACHMENT 1

Respondent: _____

Test/Inspection Description	LOR Will Provide Service	Proposed Unit Description (Per Test/Inspection, Per Hour, etc.)	Proposed Price Per Unit
SOILS			
General; verify that: site has been prepared properly prior to replacement of controlled fill and/or excavations for foundations, foundation excavations are extended to proper depth and have reached proper material, and materials below footings are adequate to achieve the design bearing capacity.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Compacted Fills; Qualification testing of fill materials (under supervision of geotechnical engineer)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Compacted Fills; verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Compacted Fills; Test compaction of fill (under supervision of geotechnical engineer)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Driven Deep Foundations (Piles); verify pile materials, sizes and lengths comply with the requirements.	<input type="checkbox"/>		
Driven Deep Foundations (Piles); Determine capacities of test piles and conduct additional load tests as required (under supervision of geotechnical engineer)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Driven Deep Foundations (Piles); inspect driving operations and maintain complete and accurate records for each pile.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Driven Deep Foundations (Piles); verify locations of piles	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Test/Inspection Description	LOR Will Provide Service	Proposed Unit Description (Per Test/Inspection, Per Hour, etc.)	Proposed Price Per Unit
and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.			
Cast-In Place Deep Foundations (Piers); inspect drilling operations and maintain complete and accurate records for each pier.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cast-In Place Deep Foundations (Piers); confirm pier diameters, plumbness, bell diameters (if applicable), lengths, and embedment into bedrock (if applicable). Record concrete or grout volumes.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cast-In Place Deep Foundations (Piers); confirm adequate and strata bearing capacity.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Retaining Walls; inspect placement of soil reinforcement, drainage devices, and backfill.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Retaining Walls; inspect segmental retaining walls; inspect placement of units, dowels, connectors, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other Soils; test soil improvements.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other Soils; inspection of soil improvements.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
CONCRETE			
Cast in place concrete; verify use of required design mix (to be performed by qualified batch-plant inspector and concrete sampling technician)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cast in place concrete; test reinforcing steel	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cast in place concrete; perform slump, temperature, air content tests, and sample concrete	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cast in place concrete; test concrete (compression)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cast in place concrete; batch plant inspection (continuous)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cast in place concrete; batch plant inspection (periodic)	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Test/Inspection Description	LOR Will Provide Service	Proposed Unit Description (Per Test/Inspection, Per Hour, etc.)	Proposed Price Per Unit
Cast in place concrete; batch plant inspection (periodic)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding of reinforcing steel, concrete (shop welding)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding of reinforcing steel, concrete (field welding)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pre-stressed concrete; test pre-stressing tendons and anchorages	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pre-stressed concrete; inspect placement of pre-stressing tendons (periodic)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pre-stressed concrete; verify in-situ concrete strength prior to stressing of tendons	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pre-stressed concrete; inspect application of pre-stressing forces and grouting of bonded pre-stressing tendons (continuous)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Precast concrete; inspect fabrication of precast concrete members	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Precast concrete; inspect erection of precast concrete members	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Shotcrete; inspect shotcrete placement	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Shotcrete; Test shotcrete (compression)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Post-installed anchors; inspect installation of post-installed anchors	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Post-installed anchors; Test post-installed anchors	<input type="checkbox"/> Yes <input type="checkbox"/> No		
MASONRY			
Structural masonry; Review mill certificate for compliance with requirements for reinforcement, anchors, ties, fasteners, and metal accessories. Test reinforcing steel.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; Review producer's certificate of compliance for masonry units, mortar and grout materials. Test masonry units, mortar and grout (unit strength method)	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Test/Inspection Description	LOR Will Provide Service	Proposed Unit Description (Per Test/Inspection, Per Hour, etc.)	Proposed Price Per Unit
Structural masonry; Review producer's certificate of compliance for masonry units, mortar and grout materials. Test masonry prisms (prism test method)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; verify proportions of site-prepared, premixed or preblended mortar and grout.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; Test core-drilled samples	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; inspect preparation of prisms. (continuous)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; verify size, location and condition of all dowels, construction supporting masonry, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; verify size, grade and type of reinforcement.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; welding of reinforcing steel, masonry (shop welding)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; welding of reinforcing steel, masonry (field welding)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; inspect placement of reinforcement, connectors, masonry units and construction of mortar joints	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; verify protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; inspect type, size and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural masonry; inspect grout space prior to grouting and placement of grout	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Veneer or glass block; verify proportions of site-prepared mortar and grout and/or verify certification of premixed mortar	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Veneer or glass block; inspect placement of units and construction of mortar joints	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Test/Inspection Description	LOR Will Provide Service	Proposed Unit Description (Per Test/Inspection, Per Hour, etc.)	Proposed Price Per Unit
Veneer or glass block; inspect placement of reinforcement, connectors and anchors	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Veneer or glass block; inspect type, size, and location of anchors and all other items to be embedded in masonry including details of anchorage of masonry to structural members, frames and other construction.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Veneer or glass block; verify protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Veneer or glass block; test veneer bond strength	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Post-installed anchors in masonry; inspect installation of post-installed anchors	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Post-installed anchors in masonry; test post-installed anchors	<input type="checkbox"/> Yes <input type="checkbox"/> No		
STEEL, ALUMINUM			
Structural steel, cold-formed steel and aluminum used for structural purposes; verify that all materials are appropriately marked and that:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural steel, cold-formed steel and aluminum used for structural purposes; test unidentified materials	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural steel, cold-formed steel and aluminum used for structural purposes; examine seam welds of HSS shapes	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Structural steel, cold-formed steel and aluminum used for structural purposes; verify and document steel fabrication per DSA approved construction documents.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
High strength bolts; verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA approved documents.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
High strength bolts; test high-strength bolts, nuts and washers	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Test/Inspection Description	LOR Will Provide Service	Proposed Unit Description (Per Test/Inspection, Per Hour, etc.)	Proposed Price Per Unit
High strength bolts; inspect bearing-type (“snug tight”) connections.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
High strength bolts; inspect slip-critical connections.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding; verify weld filler material identification markings per AWS designation listed on the DSA approved documents and the WPS.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding; verify weld filler material manufacturer’s certificate of compliance.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding; verify WPS, welder qualifications and equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (shop welding); inspect groove, multi-pass fillet welds > 5/16”, plug and slot welds	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (shop welding); inspect single-pass fillet welds ≤ 5/16”	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (shop welding); inspect welding of stairs and railing systems	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (shop welding); verification of reinforcing steel weldability	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (shop welding); inspect welding of reinforcing steel.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (field welding); inspect groove, multi-pass fillet welds > 5/16”, plug and slot welds	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (field welding); inspect single-pass fillet welds ≤ 5/16”	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (field welding); inspect end-welded studs (ASTM A-108) installation (including bend test)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (field welding); inspect floor and roof deck welds	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (field welding); inspect welding of structural cold-formed steel	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (field welding); inspect welding of stairs and railing systems	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (field welding); verification of reinforcing steel weldability	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Welding (field welding); inspect welding of reinforcing steel	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Test/Inspection Description	LOR Will Provide Service	Proposed Unit Description (Per Test/Inspection, Per Hour, etc.)	Proposed Price Per Unit
Nondestructive weld testing; ultrasonic test	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Nondestructive weld testing; magnetic particle test	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Steel joints and trusses; verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joint.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Spray applied fire-proofing; examine structural steel surface conditions, inspect application, take samples, measure thickness, and verify compliance of all aspects of application with DSA approved documents.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Spray applied fire-proofing; test bond strength	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Spray applied fire-proofing; test density	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Anchor bolts, anchor rods, & other steel; test anchor bolts and anchor rods	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Anchor bolts, anchor rods, & other steel; test threaded rod not used for foundation anchorage	<input type="checkbox"/> Yes <input type="checkbox"/> No		
WOOD			
Prefabricated wood structural elements; inspect fabrication of structural glued-laminated timber	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Prefabricated wood structural elements; inspect fabrication of manufactured open-web trusses	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Prefabricated wood structural elements; inspect fabrication of manufactured metal plate connected trusses	<input type="checkbox"/> Yes <input type="checkbox"/> No		