

ANTELOPE COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ”)
ON-GOING GEOTECHNICAL SERVICES
RFQ NO. AVC2016/2017-2

RFQ CONTENTS
RFQ
Agreement for On-Going Geotechnical Services (Attachment A)
Qualifications Statement (Attachment B)
Pricing Proposal (Attachment C)

**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND FEE PROPOSALS (“RFQ”)
ON-GOING GEOTECHNICAL SERVICES
RFQ NO. AVC2016/2017-2**

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT (“District”) requests that firms (“Respondents”) providing geotechnical engineering and geotechnical test/inspection services (“Geotechnical Services”) submit responses to this RFQ for on-going geotechnical services.

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 Consultants to provide on-going Geotechnical Services for Projects assigned from time-to-time by the District (“Assigned Projects”) to Consultants awarded an Agreement for Geotechnical Services (“Consultant 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 Consultants.
 - 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/rfbiddocs>, 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>.
 - 1.1.3. 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.
 - 1.1.4. 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 Friday, July 29, 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 Geotechnical Services
Attachment B	Qualifications Statement
Attachment C	Pricing Proposal
- 1.8. RFQ Activities; Timeline. The District anticipates that the following activities relating to the RFQ will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFQ activities and/or the time for completion of a RFQ activity.

RFQ Activity	Date & Time (PST)
1 st Advertisement	Thursday, July 14, 2016
2 nd Advertisement	Thursday, July 21, 2016
Latest date/time for submittal of questions, clarification requests	4:00 PM Friday, July 29, 2016
Last date/time for District to respond to questions, clarification requests	5:30 PM Wednesday, August 10, 2016
Latest date/time for submittal of RFQ Responses	11:00 AM ,Wednesday, August 24, 2016
Board action to award Consultant Contract	Monday, October 10, 2016

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 Consultants selected through this RFQ will be part of a "pool" of Consultants 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 Respondents 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 Consultant for an Assigned Project, the compensation to the Consultant for an Assigned Project and other specific obligations of the Consultant relating to an Assigned Project will be set forth in a Project Assignment Amendment ("PAA") to the Consultant Contract. Respondents selected for the Consultant "pool" through this RFQ will be requested to submit informal proposals for specific projects developed by the District; the Consultant selected for each Assigned Project in the sole discretion of the District.

3. Consultant Services.

3.1. Geotechnical Services. The Consultants selected through this RFQ shall perform and complete the geotechnical engineering tasks designated in the PAA for each Assigned Project.

3.2. Consultant Contract. Attachment A to this RFQ is a form of Agreement for On-Going Geotechnical Services ("the Consultant Contract") which the District anticipates executing with the firms selected to provide geotechnical services through this RFQ. The scope of geotechnical services and other terms and conditions are set forth in the Consultant Contract.

3.3. Respondents' Review of Consultant Contract. Each Respondent shall thoroughly review the Consultant Contract and indicate in the Respondent's RFQ Response acceptance of all terms and conditions of the Consultant Contract or requested modifications to portions of the Consultant Contract. If a Respondent requests modifications to any portion of the Consultant Contract, the Respondent must set forth, in its RFQ Response, the specific modification requested. No modification to the Consultant Contract 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 Consultant Contract as awarded by the District's Board of Trustees.

4. RFQ Response.

4.1. Submission of RFQ Response.

4.1.1. Latest Date/Time for Submission of RFQ Response. The latest date/time for submission of RFQ Responses is set forth in Paragraph 1.8.

4.1.2. 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><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><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>
--	---

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.

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

- 4.1.3. RFQ Response. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond format and contents described in Paragraph 4.2 below.
- 4.1.4. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.2 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.2 below, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the matters set forth in Paragraph 4.2 below.
- 4.1.5. Copies of RFQ Response. Each Respondent shall submit an original and three (3) copies of its RFQ Response, along with an electronic version on a flash drive.

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

- 4.2.1. Cover Sheet. Identify the submittal as the RFQ Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.
- 4.2.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing Consultant Services for Assigned Projects and a brief statement of the qualifications of the Respondent to provide Consultant 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.

- 4.2.3. Table of Contents. Include a Table of Contents reflecting the Respondent’s responses to each of the items set forth below.
- 4.2.4. Tab 1; Qualifications Statement. Complete the Qualifications Statement attached as Attachment B to this RFQ for the Respondent.
- 4.2.5. Tab 2; Relevant Project Experience. Provide additional details of the Projects identified in the Qualifications Statement which reflect the skills, experience and other qualifications of the Respondent to successfully complete Geotechnical Services for the Assigned Projects.
- 4.2.6. Tab 3; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

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

- 4.2.7. Tab 4; Project Personnel Resumes. Provide current resumes for: (i) Respondent’s management or supervisory personnel responsible for Respondent’s performance under the Consultant Contract if awarded to Respondent; (ii) Respondent’s proposed geotechnical engineer(s); and (iii) Respondent’s other technical and professional personnel proposed to complete any part of the Geotechnical Services under the Consultant Contract.
- 4.2.8. Tab 5; Consultant Contract Comments. Respondents must indicate in Tab 5 acceptance of all terms and conditions of the Consultant Contract, without conditions, qualifications or reservations or identify any term or condition of the Consultant Contract 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 Consultant Contract will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the Consultant Contract.
- 4.2.9. Tab 6; Price Proposal. Provide a price proposal for Geotechnical Services on the form of Price Proposal attached to this RFQ as Attachment C.
- 4.2.10. Tab 7; Acknowledgment of Addenda.

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

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

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

4.3. Selection Criteria.

- 4.3.1. General. Each timely submitted RFQ Response will be independently reviewed by each

- member of the selection committee. A RFQ Response which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness.
- 4.3.2. District Policy. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District. Accordingly, award of the Consultant Contract is not based solely on proposed pricing for completion of Consultant Services.
- 4.3.3. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated. The District reserves the right to exercise discretion in the weight and priority of the evaluation criteria.
- 4.3.3.1. Relevant Experience and Ability (25 points). The Respondent will be evaluated based on experience in successfully completing Geotechnical Services for recent projects subject to DSA jurisdiction.
- 4.3.3.2. Responsiveness to RFQ (15 points). The District will evaluate responsiveness to the requirements of this RFQ as outlined in the RFQ.
- 4.3.3.3. 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.
- 4.3.3.4. Availability (10 points). The District will evaluate the availability of the Respondent and its professional and technical staff to be dedicated to completing Geotechnical Services when required for an Assigned Project.
- 4.3.3.5. Proposed Pricing (25 points). The District will evaluate the pricing proposed for completion of Geotechnical Services.
- 4.4. Interviews. At the sole discretion of the District, one or more of the Respondents may be invited to participate in an interview with the selection committee. Interviews, if conducted by the selection committee, will generally consist of no more than a ten (10) minute presentation followed by questions posed by District. If requested by the selection committee, any Respondent invited to participate in the interview process shall have present at the interview: (i) its management/supervisory personnel responsible for Respondent's performance under the Consultant Contract and (ii) Respondent's proposed geotechnical engineers.
- 4.5. 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 Consultant Contract. The District anticipates award of the Consultant Contract to at least three (3) Consultants and not more than five (5) Consultants. The foregoing notwithstanding, authority to award the Consultant Contract is vested solely in the District's Board of Trustees.
- 4.6. Rejection of RFQ Responses; Waiver of Irregularities. The District reserves the right to reject all RFQ Responses or to waive any immaterial irregularities or informalities in any RFQ Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.
- 4.7. Award of Consultant Contracts. The Consultant Contract, 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 multiple Consultant Contracts.

AGREEMENT FOR ON-GOING GEOTECHNICAL SERVICES

This Agreement for On-Going Geotechnical Services (“Agreement”) is entered into [Click here to enter a date.](#) by and between ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT (“District”) and [GEOTECHNICAL FIRM] (“Consultant”). 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; 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 for geotechnical engineering and geotechnical test/inspection (“collectively “Geotechnical Services”) services on an on-going basis.

WHEREAS, the Consultant 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 Consultant to provide and perform Geotechnical Services for the Assigned Projects; the specific scope of Geotechnical Services along with the 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, Consultant and its personnel providing Consultant Services are qualified and capable of providing and performing the Geotechnical Services and other obligations of the Consultant under this Agreement in accordance with the terms hereof.

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

AGREEMENT

ARTICLE 1 GENERAL

- 1.1 General. The Geotechnical Services set forth in this Agreement shall be completed by personnel employed by the Consultant who are skilled, experienced and qualified to perform and complete the Geotechnical Services assigned to them. At all times during the Term of this Agreement and when providing Geotechnical Services for an Assigned Project, the Consultant must be accepted into DSA’s Laboratory Evaluation and Acceptance Program, if required by the nature of Geotechnical Services provided for an Assigned Project.
- 1.2 Assigned Projects. The Consultant will complete Geotechnical Services for each Project assigned to the Consultant (“Assigned Project”) for completion of Geotechnical Services by a Project Assignment Amendment (“PAA”) in the form and content attached hereto as Exhibit A. The Consultant acknowledges that the District has the sole discretion to retain others to provide Geotechnical Services for any District work of improvement. Unless the District issues the Consultant a PAA for an Assigned Project pursuant to the terms hereof, the Consultant is not obligated to provide any Geotechnical Services and there is no compensation due from the District to the Consultant.

- 1.3 Consultant Standard of Care. The Geotechnical Services and authorized Additional Geotechnical Services for each Assigned Project; if any, shall be performed and provided by Consultant and its personnel: (i) using the Consultant'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 and the PAA issued for an Assigned Project. The Consultant acknowledges that the Geotechnical 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, Consultant acknowledges and agrees that the Geotechnical Services will be provided as required by the progress of construction of the Assigned Project and that the Geotechnical 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 Consultant is liable to the District for the consequences of its failure to provide, perform and/or complete the Geotechnical Services or authorized Additional Geotechnical Services in accordance with the terms of this Agreement.
- 1.4 Consultant as Independent Contractor; Limited Consultant Agency. In providing Geotechnical Services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.5 DIR Registered Contractor. At all times while providing Geotechnical Services under this Agreement, the Consultant shall be a registered contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5, if required by the nature of Geotechnical Services provided for an Assigned Project.

ARTICLE 2 Geotechnical Engineering Services

- 2.1 General. The Consultant shall perform and complete the Geotechnical Engineering Services indicated in a PAA for an Assigned Project. All Geotechnical Engineering Services shall be completed by or under the direction, management and control of a California registered Geotechnical Engineer ("Geotechnical Engineer"). Geotechnical Engineering Services for an Assigned Project may include the following.
- 2.2 Field Exploration. Field exploration includes field observations of the Assigned Project Site and Consultant obtaining drilling and other permits or approvals required or necessary for test borings at the Assigned Project Site. The extent of field exploration undertaken by the Consultant shall be consistent with that necessary to perform the Geotechnical Engineering Services required for the Assigned Project and consistent with the standards of a geotechnical engineer that would be necessary given the size, scope of the Assigned Project consistent with the terms of this Agreement.
- 2.3 Borings.
- 2.3.1 Borings Plan. The Consultant shall submit sketches/drawings ("Borings Plan") to the District for the District's review and acceptance indicating the location and depth of the borings the Consultant will complete for an Assigned Project. The Consultant shall complete borings for the Assigned Project in accordance with the Borings Plan accepted by the District. The Consultant shall not change the location or depth of any proposed borings after the District accepts the Boring Plan without the Consultant's

prior notice to the District of proposed changes to location or depth of borings indicated in the Borings Plan and the District's acceptance thereof.

2.3.2 Unusual Conditions. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the District. Subject to District authorization, Consultant shall implement such measures necessary to obtain boring samples notwithstanding unusual conditions encountered.

2.3.3 Additional Exploration/Borings. If, in the professional judgment of the Consultant, additional exploration of the Assigned Project Site, additional borings at the Assigned Project Site or other similar activities are necessary or appropriate, the Consultant shall advise the District in writing as to any additional exploration, borings or other activities to be completed in order to obtain information that the Consultant requires for a professional interpretation of sub-surface soils conditions at the Site of an Assigned Project. The Consultant shall perform and complete such additional exploration, borings or other activities as authorized by the District. The extent of exploration undertaken shall be consistent with that necessary to perform services consistent with the professional standard of care applicable to the Consultant's Services and the size, complexity and scope of the Assigned Project. Sampling operations for both disturbed and undisturbed samples shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other procedures, and as necessary to produce the information required to complete the Consultant Services for an Assigned Project.

2.3.4 Borings and Samples Standards. Unless otherwise established in the PAA issued for an Assigned Project, the Consultant shall complete drilling and sampling in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standards D1586, D1587 and D2113.

2.3.5 Soils Samples. Samples of soil shall be taken at the ground surface, at least two (2) feet below existing grade and at each identifiable change in condition, but not further apart than five feet in each of the borings unless otherwise specified on the Borings Plan"). Where clayey cohesive soils are encountered, thin-walled tube samples shall be taken of representative strata. Split-spoon samples shall be placed in sealed jars labeled with the following information: (i) boring numbers, (ii) sample number, (iii) sample depth, (iv) blows per increment required to drive sample as per applicable standards, (v) date, (vi) Assigned Project name, and (vi) Geotechnical Engineer name. Rock cores shall be not less than one and one eighth (1 1/8) inches in diameter, and shall be placed in core boxes properly labeled as indicated above. Soils samples shall be preserved and field logs prepared by a California Registered Geotechnical Engineer.

2.3.6 Consultant Notice to District. The Consultant shall notify the District before drilling equipment used for borings is removed from the Site of an Assigned Project and provide the District with a field description of soil conditions encountered at the Assigned Project Site. The Consultant shall perform such additional borings, conduct other exploration and complete such other activities relating to analysis and evaluation of the soils conditions at the Site of an Assigned Project authorized or directed by the District.

2.4 Field and Laboratory Reports.

2.4.1 General. Except for drawings, all reports of the geotechnical investigations and analyses ("Laboratory Reports") shall be prepared in MS Word files oriented for portrait printing on 8½ x 11 inch paper. The Consultant shall deliver to the District digital MS Word files of all Laboratory Reports and the quantity of bound "hard copies"

indicated in the PAA for an Assigned Project. Laboratory Reports shall be on the Consultant's letterhead or other express identification of the Consultant as the author thereof. Each page of each drawing included in a Laboratory Reports shall incorporate a title block which contains the Assigned Project name and location, the Registered Geotechnical Engineer's name and address, the date of the sub-surface investigation, the date of the drawings, the initials of the person in charge of the crew conducting the investigation, the initials of the drafter, and the initials of the California Registered Professional Engineer who is the responsible checker. Drawings exceeding 8½ x 11 inches shall be folded and bound into the "hard copy" of reports delivered to the District.

2.4.2 Data Requirements. All data shall be recorded in accordance with applicable ASTM Standards or other standard test methods utilized to obtain the data. Data shall be recorded in the field and referenced to boring numbers. Soil shall be classified in the field logs in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standard D2488. Soil classification for final logs shall be based on the field information, plus results of tests plus laboratory inspection/testing of samples.

2.4.3 Laboratory Reports Contents. The Laboratory Report for each Assigned Project shall include the following, unless otherwise expressly indicated in the PAA for an Assigned Project.

2.4.3.1 Boring Logs Terminology. Include with the Report descriptions or explanations of soil criteria and the terminology and symbols used on the boring logs.

2.4.3.2 ASTM Standards. Identify the ASTM Standards or other recognized standard sampling and test methods utilized.

2.4.3.3 Test Borings. Include a plot plan with dimensioned locations of test borings.

2.4.3.4 Test Borings Data. Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value) and, where applicable, depth to wet cave-in, depth to artisan head, groundwater elevation and time when water reading was made (repeat observation after 24 hours) and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect Engineering conclusions.

2.4.3.5 Soils Descriptions. Describe the existing surface soils conditions and summarize the sub-surface soils conditions.

2.4.3.6 Rock Stratum. Provide a profile and/or topographic map of rock or other bearing stratum.

2.4.3.7 Seasonal Effects. Analyze the probable variations in elevation and movements of sub-surface water due to seasonal influences.

2.4.3.8 Laboratory Reports. Include all results of all laboratory inspections/tests of soil properties.

2.5 Engineering Evaluation and Recommendations ("Engineering Recommendations").

2.5.1 General. For each Assigned Project, Consultant shall prepare written Engineering Recommendations incorporating design recommendations for bearing capacity, soil lateral pressures, friction coefficient, pad preparation and other design data as

required for the architect, civil engineer, structural engineer, underground piping engineer and landscape architect to complete design documents for the Assigned Project. The Engineering Recommendations shall incorporate Consultant's analysis of the information developed by investigation or otherwise available to the Consultant, including the Laboratory Report and those aspects of the sub-surface conditions which may affect design and construction of proposed structures of the Assigned Project. If the District has retained an architect or other design professional for preparation of Design Documents for the Assigned Project, the Consultant shall consult with such architect or design professional as necessary to understand the nature and scope of the proposed structures of the Assigned Project and the effects thereof on the Consultant's Engineering Recommendations.

2.5.2 Engineering Recommendations. Based on such analysis and consultation, the Consultant shall submit Engineering Recommendations to the District which constitute the Consultant's professional evaluation and recommendations for the necessary areas of consideration, including but not limited to the following:

2.5.2.1 Foundations. Recommendations for foundation support of the structure and slabs of the Assigned Project, including soil bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.

2.5.2.2 Groundwater. Describe anticipation of, and management of, groundwater for design of structures and pavements of the Assigned Project.

2.5.2.3 Below Grade Walls. Describe and establish lateral earth pressures for design of walls below grade, including requirements for backfilling, compaction and sub-drainage.

2.5.2.4 Soils Materials and Compaction. Establish soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.

2.5.2.5 Pavement Design. Provide pavement design recommendations.

2.5.2.6 Temporary Facilities. Temporary Design criteria for temporary excavation and temporary protection such as excavation sheeting, underpinning and temporary dewatering systems. Include evaluation of and recommendations for effects of weather and/or construction equipment on soil during construction.

2.5.2.7 Slope Stability. Provide design recommendations to maintain slope stability.

2.5.2.8 Seismic Activity. Provide seismic hazards evaluations of the Assigned Project Site, including without limitation, ground movement near field sources, fault rupture, landslides and liquefaction. Incorporate design recommendations to mitigate risk of loss, damage or destruction from seismic hazards.

2.5.2.9 Expansive gas, corrosive conditions. Identify the presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas and provide design recommendations for mitigating effects of such conditions.

2.5.2.10 Rock Excavation. Recommendation for depth of material requiring rock excavation methods for removal.

ARTICLE 3 GEOTECHNICAL TESTS/INSPECTIONS

3.1 General. As provided in a PAA for an Assigned Project, the Consultant Services for an Assigned Project include without limitation, completion of the geotechnical test/inspection

services noted in DSA Form 103 for the Assigned Project. In addition, the Consultant 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 Consultant under PR13-01 and DSA Form 103 for an Assigned Project.

- 3.2 Review of Construction Documents. Prior to commencement of Geotechnical Tests/Inspection Services for an Assigned Project, personnel assigned by the Consultant 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 geotechnical tests/inspection services required for the Assigned Project; and (iii) the Assigned Project Construction Schedule.
- 3.3 Geotechnical Test/Inspection Services.
- 3.3.1 DSA Form 103. Unless otherwise indicated in the PAA for an Assigned Project, Consultant shall conduct and complete all geotechnical tests/inspection services noted in DSA Form 103 for the Assigned Project.
- 3.3.2 Consultant Timely Completion. Consultant shall complete geotechnical tests/inspection services timely without delay, disruption or hindrance to the schedule progress of Project construction.
- 3.3.3 Consultant Tools, Equipment. Consultant and its personnel shall provide all necessary tools, equipment, references and materials necessary to conduct geotechnical tests/inspection services subject to this Agreement and Consultant'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 Consultant to complete geotechnical tests/inspection services subject to this Agreement or Consultant's obligations under this Agreement.
- 3.4 Consultant Reports. A material obligation of the Consultant under this Agreement is the timely completion and submission of all reports required of the Consultant 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.
- 3.5 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 Consultant and its personnel assigned to the Assigned Project shall be responsible for complying with and completing all responsibilities of the Consultant under PR13-01 relating to the Form DSA 152 Inspection Card.
- 3.6 Deviations from DSA Approved Construction Documents; Consultant Billings. If construction materials subject to geotechnical test/inspection services deviate from requirements of the DSA approved Construction Documents for the Assigned Project and further/additional geotechnical test/inspection services are necessary after corrective or remedial work is completed, all costs, fees, expenses or other charges billed by the Consultant to the District for such further/additional geotechnical tests/inspection services shall be specifically noted in Consultant billings hereunder as costs, fees, expenses or other charges for geotechnical test/inspection services of corrective/remedial work.
- 3.6.1 Duplicate Geotechnical Test/Inspection Services; Consultant Billings. If any construction materials previously subject to acceptable geotechnical test/inspection by Consultant and Consultant are subsequently requested to re-test/re-inspect the same or similar construction materials, Consultant billings to District for such re-

test/re-inspection shall be specifically noted in Consultant billings as costs, fees, expenses or other charges for duplicate or repeated tests/inspections.

3.6.2 Project Meetings. If requested by the District or the Construction Manager for an Assigned Project, the Consultant's personnel shall attend Assigned Project meetings or other meetings relating to Assigned Project construction/construction materials.

3.6.3 Assigned Project Communications. The Consultant 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 Consultant's personnel performing Consultant Services shall, without adjustment of the Contract Price due the Consultant for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.

3.7 Consultant Scheduling and Completion of Tests/Inspections. The Construction Manager, District or Architect will notify the Consultant of when Consultant personnel are required at the Site or other location to complete geotechnical test/inspection services ("Consultant Test Notice") for an Assigned Project. Provided that Consultant Test Notice is delivered to the Consultant at least two (2) business days in advance of the date for Consultant personnel at the Site or other location to complete the test(s)/inspection(s) designated in the Consultant Test Notice, the Consultant shall conduct and complete the test(s)/inspection(s) designated in accordance with each Consultant Test Notice. The Consultant is liable to the District for all costs, losses, charges or liabilities arising out of the failure of the Consultant to complete Consultant Services in accordance with Consultant Test Notices.

3.8 Prohibited Actions/Activities. The Consultant and personnel of the Consultant 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.

3.9 Additional Geotechnical Test/Inspection Services. Services not included in the Geotechnical Test/Inspection Services are Additional Geotechnical Services. Without invalidating this Agreement, the District may make changes to the Geotechnical Services by adding, deleting or modifying the Geotechnical Services described in herein by written notice to the Consultant. If Additional Geotechnical Services are authorized by the District which are not the result of the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Geotechnical Services in accordance with this Agreement.

ARTICLE 4 DISTRICT RESPONSIBILITIES

4.1 Access to Assigned Project Site. The District will provide Consultant and its personnel access to the Assigned Project Site for purposes of conducting Geotechnical Services and performance of Consultant obligations hereunder. Consultant and its personnel shall comply with all rules, regulations, restrictions and other use-limitations established in, on or about the Assigned Project Site. Consultant personnel violating such rules, regulations, restrictions or use-limitations are subject to removal from the Site.

4.2 Project Information. If the scope of Consultant Services under a PAA for an Assigned Project includes Geotechnical Tests/Inspection Services, the District will provide the Consultant with one (1) copy of the Project Construction Documents.

ARTICLE 5 CONTRACT PRICE.

5.1 Contract Price for Geotechnical Services. The Contract Price for the Geotechnical 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 Geotechnical Services for each Assigned Project shall be in accordance with the Geotechnical Services Cost Breakdown attached to and incorporated into each PAA for an Assigned Project. The Contract Price for the Geotechnical Services set forth in a PAA is the full amount due from the District to the Consultant for the Geotechnical Services for the Assigned Project, including the Consultant’s fee, personnel expenses (including all benefits and burdens) for Consultant personnel and others providing any part of the Geotechnical Services, travel of Consultant personnel and others performing Geotechnical Services to and from their respective offices/homes and the Assigned 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 geotechnical services; materials, equipment and other items necessary to complete Consultant Services, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with performance of Geotechnical Services under this Agreement.

5.2 Adjustment of Contract Price for Off-Site Location Geotechnical Test/Inspection. If any Geotechnical Test/Inspection subject to a PAA is required to be conducted or completed by Consultant’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 geotechnical test/inspection services 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 Geotechnical Test/Inspection Services completed at an Off-Site Location:

Item Description	Allowable Charge
Automobile travel (round trip)	_____ cents (___¢) per mile
Rented automobile	Economy class vehicle, at cost without mark-up
Airfare	Economy class airfare, at cost without mark-up
Lodging (per day)	_____ Dollars (\$_____)
Meals (per day)	_____ Dollars (\$_____)
Incidental Expenses (per day)	_____ Dollars (\$_____)
Consultant Personnel Travel Time to/from Off-Site Location	_____ Dollars (\$_____) per person

- 5.3 Additional Geotechnical Services. If the District authorizes Additional Geotechnical Services for an Assigned Project, the District's payment of such Additional Geotechnical Services shall be based upon a mutually agreed upon lump sum fixed price.
- 5.4 Reimbursable Expenses. Except for adjustments of the Contract Price for geotechnical test/inspection services at an Off-Site Location pursuant to Paragraph 3.2 above, there are no Reimbursable Expenses due Consultant for completing the Geotechnical Services for an Assigned Project.
- 5.5 Consultant Billings for Payment of Contract Price. During the course of providing Geotechnical Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Geotechnical Services and any authorized Additional Geotechnical Services completed in the immediately prior month. Consultant's billings shall be in such form and format and with such substantiating materials as may be reasonably requested by District. If the Consultant is concurrently providing Geotechnical Services for multiple Assigned Projects, the Consultant shall submit separate billings for each Assigned Project.
- 5.6 District Payment of Contract Price. Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Assigned Project Geotechnical Services and authorized Additional Geotechnical Services. The District may withhold or deduct portions of the Contract Price otherwise due Consultant for an Assigned Project hereunder if the Consultant 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.
- 5.7 Consultant's Payments. The Consultant shall promptly pay its employees and others performing or providing Geotechnical Services or authorized Additional Geotechnical 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 Consultant's payments to personnel providing or performing Geotechnical Services or authorized Additional Geotechnical 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 Geotechnical Services or authorized Additional Geotechnical Services, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price for an Assigned Project.

ARTICLE 6 INSURANCE; INDEMNITY

- 6.1 Consultant Insurance. At all times during performance of Geotechnical Services and authorized Additional Geotechnical Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 6.2 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 Consultant. 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 Consultant is a sole proprietorship form of business entity and there are no employees of the Consultant, the foregoing requirements are inapplicable and waived for such an Consultant.

- 6.3 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 Consultant 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 Consultant'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.
- 6.4 Automobile Liability Insurance. The Automobile Liability Insurance policy of Consultant shall cover personal injury, accident damage and personal property damage arising out of owned, leased or rented automobiles. Consultant's Automobile Liability Insurance shall be a combined single limit policy in the minimum coverage amount of One Million Dollars (\$1,000,000).
- 6.5 Professional Liability. Consultant's Professional Liability insurance policy shall cover losses, damages and other liabilities arising out of Geotechnical Services. The minimum coverage amount of Consultant'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.
- 6.6 Policy Endorsements; Evidence of Insurance. The Consultant 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.
- 6.7 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.
- 6.8 Indemnity.
- 6.8.1 Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant 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 Consultant'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 Consultant, 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.

6.8.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant 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 7 TERM; TERMINATION; SUSPENSION

7.1 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 Geotechnical Services or authorized Additional Services to be performed by the Consultant in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the Consultant shall continue to diligently perform and complete all such remaining Geotechnical Services or authorized Additional Geotechnical Services for the Assigned Project and the District will continue to make payment for the Geotechnical Services and authorized Additional Geotechnical Services in accordance with the terms of the PAA for such an Assigned Project.

7.2 Termination for Default. Either the District or Consultant 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 Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant 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 Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Geotechnical Services and authorized Additional Geotechnical 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 Consultant, if any, shall be made by District only after completion of construction of all Assigned Projects pending at the time of termination. Consultant 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 Consultant's default hereunder, to the extent that such losses, damages or other costs

exceed any amount due Consultant hereunder for Geotechnical Services or authorized Additional Geotechnical Services.

- 7.3 District Right to Suspend. The District may, in its discretion, suspend all or any part of construction of an Assigned Project or the Geotechnical Services for an Assigned Project; provided, however, that if the District shall suspend construction of an Assigned Project or Geotechnical Services for an Assigned Project for a period of sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of the Consultant, 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 Consultant, if any, as a direct result of the suspension and resumption of construction of the Assigned Project or Geotechnical 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.
- 7.4 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant 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 Consultant. 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 Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Assigned Project Contract Price to Consultant for Geotechnical Services and authorized Additional Geotechnical Services provided through the date of termination. Except as set forth above, the Consultant 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 Geotechnical Services.
- 7.5 Consultant Suspension of Geotechnical Services. If the District shall fail to make payment of the Contract Price undisputedly due the Consultant for an Assigned Project, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of Geotechnical Services for the Assigned Project until payment in full of the undisputed portion of the Contract Price is received. In such event, Consultant shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 7.6 Consultant Obligations Upon Completion of PAAs or Termination. Upon completion of each PAA or upon termination of this Agreement or the termination hereof, Consultant shall take action as directed by the District relating to the Geotechnical Services and related work product. Unless otherwise directed by the District, the Consultant shall within five (5) days of such expiration or termination assemble and deliver to the District the Consultant'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 electronic files thereof; (iii) tests results, inspection notes/observations; and (iii) product samples received or prepared by or on behalf of the Consultant relating to an Assigned Project or Geotechnical Services. The Consultant may, at its sole cost and expense, make reproductions of the foregoing Project Records delivered to the District solely for Consultant's archival purposes.

ARTICLE 8 MISCELLEANOUS

- 8.1 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 Consultant. 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.

8.2 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.

8.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant 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.

8.4 Project Records. Records, documents and other materials generated or received by Consultant 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 each PAA. Consultant may, at its sole cost, make copies of such records for its own files for archival purposes only. All Project Records, in any form or medium and wherever situated are property of the District.

8.5 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 Consultant:

8.6 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 Consultant.

8.7 Definitions.

8.7.1 Architect. The Architect is the person or entity identified in the PAA for an Assigned Project. The Architect is retained by the District to prepare Design Documents for the Assigned Project and to provide other services in connection with design, bidding and construction of the Assigned Project. The term "Architect" includes Design Consultants retained by the Architect.

8.7.2 Contractor. The Contractor is the person or entity under contract to the District to construct an Assigned 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 an Assigned Project, the term "Contractor" shall refer to all such Contractors.

- 8.7.3 Site. The physical area designated in the Construction Documents for an Assigned Project construction and related activities.
- 8.7.4 Construction Documents. Drawings, specifications and other Instruments of Service prepared by or on behalf of the Architect for bidding and construction of an Assigned 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.
- 8.7.5 Construction Manager. The Construction Manager, if one is designated by the District for an Assigned Project, is an independent contractor retained by the District to assist the District in connection with construction of an Assigned Project. The Construction Manager is authorized to act on behalf of the District in connection with an Assigned Project as set forth herein and in the Construction Documents.

8.8 Disputes.

- 8.8.1 Consultant Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between District and the Consultant hereunder, the Consultant shall continue to provide and perform Geotechnical Services and authorized Additional Geotechnical Services pending a subsequent resolution of such disputes.
- 8.8.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant 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 Consultant commencing arbitration proceedings pursuant to the following Paragraph.
- 8.8.3 Arbitration. All claims, disputes or other matters in controversy between Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant hereunder, Consultant and District agree that any arbitration proceedings initiated between Consultant 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.

8.8.4 Consultant 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 Consultant’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.

8.8.5 Limitation on Arbitration. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Los Angeles, 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.

8.9 Limitation on Special/Consequential Damages. In the event of the District’s breach or default of its obligations under this Agreement or a PAA, the damages, if any, recoverable by the Consultant 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 Consultant expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under this Agreement; the Consultant expressly waives and relinquishes any recovery of special or consequential damages from the District.

8.10 Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Consultant 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 Consultant. This Agreement and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

EXHIBIT A PROJECT ASSIGNMENT AMENDMENT

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

“DISTRICT”
ANTELOPE VALLEY COMMUNITY
COLLEGE DISTRICT

“Consultant”
[CONSULTANT NAME]

By: _____

By: _____

Title: _____

Title: _____

PROJECT ASSIGNMENT AMENDMENT

This Project Assignment Amendment (“PAA”) is entered into between Antelope Valley Community College District (“District”) and _____ (“Consultant”) as of [Click here to enter a date.](#) with reference to the following.

WHEREAS, the District and Consultant have entered into an agreement entitled Agreement for On-Going Geotechnical Services (“Agreement”) pursuant to which the Consultant agreed to provide Geotechnical Services for Projects as assigned by the District (“Assigned Project”) pursuant to a PAA for the Assigned Project.

WHEREAS, this PAA is for the Project commonly known as AAAA.

WHEREAS, the Consultant shall complete the Geotechnical Services for the Assigned Project as set forth herein.

1. Assigned Project Description. _____

2. Geotechnical Engineering Services. If indicated below, the Consultant will complete the Geotechnical Engineering Services indicated in Paragraph 2.1 for the Assigned Project:

[Choose an item.](#)

2.1. Geotechnical Engineering Services Scope. If this PAA includes Geotechnical Engineering Services, Consultant will complete the following Geotechnical Engineering Services:

Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.

2.2. Geotechnical Engineering Services Completion Schedule. Consultant will complete Geotechnical Services in accordance with the following completion schedule:

Geotechnical Engineering Service	Completion Date
Choose an item.	Click here to enter a date.
Choose an item.	Click here to enter a date.
Choose an item.	Click here to enter a date.
Choose an item.	Click here to enter a date.
Choose an item.	Click here to enter a date.

2.3. Contract Price for Geotechnical Engineering Services. The Contract Price for Geotechnical Engineering Services is as follows:

Geotechnical Engineering Service	Geotechnical Engineering Services Contract Price Allocation
Choose an item.	
Choose an item.	
Choose an item.	
Choose an item.	
Choose an item.	

2.4. District Provided Materials. The District will provide the Consultant the following for Consultant’s use in completing Geotechnical Engineering Services. Materials provided by the District are without warranty of completeness or accuracy; but reflect the most complete, accurate and current material known to the District after reasonably diligent search and compilation: _____

3. Geotechnical Test/Inspection Services. Geotechnical Engineering Services. If indicated below, the Consultant will complete the Geotechnical Engineering Services indicated in Paragraph 2.1 for the Assigned Project:

Choose an item.

3.1. Geotechnical Test/Inspection Scope. If this PAA includes Geotechnical Test/Inspection Services, Consultant will complete the following Geotechnical Test/Inspection Services.

Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.

3.2. Geotechnical Test/Inspection Schedule. Consultant shall complete Geotechnical Test/Inspection Services as required by the progress of Assigned Project construction. Unless otherwise indicated in the District's request for completion of a Geotechnical Test/Inspection, District requested Geotechnical Test/Inspection Services will be provided within two (2) working days of the District's request.

3.3. Contract Price for Geotechnical Test/Inspection Services. The Contract Price for Geotechnical Test/Inspection Services is as follows:

Test/Inspection Service	Unit Description (Per Hour, Per Inspection, etc.)	Contract Price Per Unit
Choose an item.		
Choose an item.		
Choose an item.		
Choose an item.		
Choose an item.		

Test/Inspection Service	Unit Description (Per Hour, Per Inspection, etc.)	Contract Price Per Unit
Choose an item.		
Choose an item.		
Choose an item.		
Choose an item.		
Choose an item.		
Choose an item.		
Choose an item.		

4. No Modification to Agreement. Except as expressly modified in the foregoing, the Agreement is not modified by this PAA. All of the foregoing described Geotechnical Services for an Assigned Project shall be completed by the Consultant in accordance with the applicable terms and requirements of the Agreement.

IN WITNESS HEREOF, the District and Consultant have executed this PAA as of the date set forth above.

“DISTRICT”
 ANTELOPE VALLEY COMMUNITY
 COLLEGE DISTRICT

“Consultant”
 [CONSULTANT NAME]

By: _____

By: _____

Title: _____

Title: _____

**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
RFQ FOR ON-GOING GEOTECHNICAL SERVICES
QUALIFICATIONS STATEMENT
RFQ NO. AVC2016/2017-2
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 Consultant 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 Consultant Contract; (ii) geotechnical engineers proposed by Respondent for Geotechnical Engineering and Geotechnical Test/Inspection Services; and (iii) other professional/technical personnel proposed by the Respondent for completion of Geotechnical Engineering and Geotechnical Test/Inspection Services.

5. **Prior DSA Geotechnical 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 geotechnical engineering 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 Geotechnical Engineering Services	
Scope/Description of Geotechnical Tests/Inspections	
Respondent's Geotechnical Engineer for Geotechnical Engineering Services	
Respondent's Geotechnical Engineering Manager for Geotechnical Tests/Inspections	
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 geotechnical laboratory construction phase geotechnical test/inspection services for the following (check all that are applicable).

TEST QUALIFICATIONS

- Soils
- Aggregates

INSPECTION QUALIFICATIONS

- Earthwork
- Concrete

7. Questionnaire. A Respondent will not be deemed qualified if the answer to any of Questions 7.1 through 7.6 in this section results in a “not qualified” response. A “not qualified” response to any of Question 7.1 through 7.6 will result in the District’s rejection of the RFQ Response for failure of the Respondent to meet minimum qualifications requirements. The District reserves the right to request the Respondent to furnish additional information or details relating to any of Respondent’s responses to the following Questions. The District may, in the District’s sole discretion, independently investigate the Respondent’s responses to any of the following Questions. If any of the responses to Questions 7.7 through 7.31 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 geotechnical services awarded to it?
 Yes No

7.8. Has your organization ever failed to complete a contract for geotechnical services?
 Yes No

7.9. Has your organization ever been declared in default under a contract for geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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 geotechnical 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. Has an architect of record for a DSA Project requested that any employee of your organization be removed from providing geotechnical services for a project?
 Yes No
- 7.26. Has any project owner requested that any of the personnel assigned by your organization to complete geotechnical services removed?
 Yes No
- 7.27. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided geotechnical test/inspection services and your organization did not file timely file a Verified Report for the project with DSA?
 Yes No
- 7.28. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided geotechnical 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 geotechnical test/inspection services, results of tests/inspections or filing/submittal of geotechnical reports?
 Yes No
- 7.29. Respondent Reported Claims. Within the past ten (10) years, has Respondent or its predecessor(s) reported to the Board for Professional Engineers, Land Surveyors, and Geologists (“Engineer Board”) any civil action settlement or administrative action resulting in a settlement against the licensee in any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or recklessness by the licensee in the practice of professional engineering if the amount or value of the settlement is greater than fifty thousand dollars (\$50,000) or any civil action judgment, settlement, or binding arbitration award, or administrative action resulting in a judgment, settlement, or binding arbitration award against the licensee in any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or recklessness by the licensee in the practice of professional engineering if the amount or value of the judgment, settlement, or binding arbitration award is twenty-five thousand dollars (\$25,000) or greater, as required by California Business & Professions Code §6770 (professional engineers) et seq. or §8776 et seq. (land surveyors)?
 Yes No
If “Yes” on a separate attachment, identify and describe each such report, along with details of each such report.
- 7.30. Professional Liability Insurer Prior Claims. Within the past ten (10) years, have any claims been submitted to the Respondent’s professional liability insurer relating to geotechnical services provided by or through Respondent?
 Yes No

If "Yes" on a separate attachment, provide details of each such claim and the disposition thereof.

7.31. Pending Professional Liability Claims and Disputes. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with geotechnical services provided by or through Respondent for any public or private work of improvement.

Yes No

If "Yes" on a separate attachment, provide details of each such claim and the disposition thereof.

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 GEOTECHNICAL SERVICES
RFQ NO. AVC2016/2017-2**

ATTACHMENT C; PRICE PROPOSAL

Respondent: _____

Respondent proposes to complete Geotechnical Engineering Services and/or Geotechnical Test/Inspection Services as indicated below:

- Geotechnical Engineering Services only
- Geotechnical Test/Inspection Services only
- Geotechnical Engineering and Geotechnical Test/Inspection Services

Respondent proposes the following pricing for geotechnical engineering services for Assigned Projects as follows:

1. Geotechnical Engineering Services Pricing. The Respondent proposes pricing for Geotechnical Engineering Services as set forth in Geotechnical Engineering Price Proposal (Attachment 1) hereto.
2. Geotechnical Test/Inspection Services Pricing. The Respondent proposes pricing for Geotechnical Test/Inspection Services as set forth in the Geotechnical Test/Inspection Price Proposal (Attachment 2) hereto.
3. Duplicate, Repeated Geotechnical Test/Inspection Services. If any construction materials subject to any Geotechnical Test/Inspection noted in Price Proposal Attachment 2 and the Respondent is requested to duplicate or repeat such geotechnical test/inspection services for the same or similar construction materials, Respondent's charges for such duplicate or repeated geotechnical test/inspection services:

- ___ The same charge as the initial Geotechnical Test/Inspection Services price proposed in Price Proposal Attachment 2.
- ___ Will vary from the initial Geotechnical Test/Inspection Services price proposed in Price Proposal Attachment 2 as follows: _____.

4. Geotechnical Test/Inspection Location. Pricing proposed in Attachment 2 for geotechnical test/inspection services is inclusive of travel, transportation and related costs for the Respondent's personnel to complete geotechnical tests/inspections 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 geotechnical test/inspection services conducted within a one hundred (100) mile radius of the District's Administrative Offices.

5. Off-Site Geotechnical Tests/Inspections. If any geotechnical test/inspection services 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 Consultant 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 Consultant 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 Consultant personnel travel by air to an Off-Site Location, and a rental car is reasonably necessary to complete geotechnical services 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 Consultant personnel travel to an Off-Site Location and an overnight stay or more is required to complete geotechnical services 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 Consultant Personnel Travel Time. If Consultant personnel travel to an Off-Site Location, Respondent proposes to bill the District for travel time of Consultant personnel as follows:

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

[CONTINUED NEXT PAGE]

6. Acknowledgment and Confirmation. 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 GEOTECHNICAL SERVICES
RFQ NO. AVC2016/2017-2**

**ATTACHMENT C; PRICE PROPOSAL; ATTACHMENT 1
GEOTECHNICAL ENGINEERING PRICE PROPOSAL**

Respondent: _____

Service	Proposed Basis for Establishing Pricing	Proposed Pricing
Field Exploration; including field observations, obtaining drilling and other required permits;	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Test borings	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Laboratory strength test and index property tests, including soils classifications and gradation analysis as applicable	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____

Service	Proposed Basis for Establishing Pricing	Proposed Pricing
Soils analysis and evaluation to develop design recommendations for foundations, slabs, pavement, walls, retaining wall drainage and other structures	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Soils analysis and corrosive evaluation to determine design recommendations for underground piping, including fire water protection as applicable.	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Seismic hazards evaluations, including without limitation, ground movement near field sources, fault rupture., landslides and liquefaction.	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Near-surface soils expansive analysis and evaluations and effect on slabs-on-grade, asphalt paving and concrete flatwork.	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Analysis and	<input type="checkbox"/> Fixed, lump sum price	If fixed, lump sum price, describe in detail basis for establishing lump sum

Service	Proposed Basis for Establishing Pricing	Proposed Pricing
estimate of ground surface settlement resulting from liquefaction or consolidation.	<input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Analysis and estimate of compressible soils beneath project sites.	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Free groundwater depth estimates.	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Analysis and evaluation of soils chemistry for use of typical Portland Cement and soils resistivity for potential underground piping corrosion.	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Final Report of earthwork,	<input type="checkbox"/> Fixed, lump sum price	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____

Service	Proposed Basis for Establishing Pricing	Proposed Pricing
foundation, slab-on-grade, testing, earth retaining and pavement conclusions, recommendations and limitations.	<input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	_____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Prepare Geotechnical Letter Report incorporating design recommendations for bearing capacity, soil lateral pressures, friction coefficient, pad preparation and other design data as required for the architect, civil engineer, structural engineer, underground piping engineer and landscape architect to complete design materials for each Assigned Project.	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____
Other geotechnical engineering services	<input type="checkbox"/> Fixed, lump sum price <input type="checkbox"/> Per unit <input type="checkbox"/> Time and Materials <input type="checkbox"/> Time and Materials with not to exceed limit	If fixed, lump sum price, describe in detail basis for establishing lump sum price: _____ _____ If Per Unit, describe the unit basis for compensation and price per unit: _____ _____ If time and materials, describe personnel and billing rates, along with any materials charges: _____

**RFQ FOR ON-GOING GEOTECHNICAL SERVICES
RFQ NO. AVC2016/2017-2**

**ATTACHMENT C; PRICE PROPOSAL; ATTACHMENT 2
GEOTECHNICAL TEST/INSPECTION PRICING PROPOSAL**

Respondent: _____

Geotechnical Description	Consultant Will Provide Service	Proposed Unit description (Per Geotechnical, 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"/> Yes <input type="checkbox"/> No		
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		

Geotechnical Description	Consultant Will Provide Service	Proposed Unit description (Per Geotechnical, Per Hour, etc.)	Proposed Price Per Unit
Driven Deep Foundations (Piles); verify locations of piles 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
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		

[END OF SECTION]